

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, AUGUST 29, 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. Agreement with Spokane County Sheriff's Office to accept funding from Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address and Residency Verification Program—\$60,000 Revenue.
Justin Lundgren | Approve | OPR 2016-0664 |
| 2. Long term master lease agreement with Verizon allowing for the installation of "Small Cell" technology in the public right-of-way with a preference for City owned poles and signals—estimated \$35,000 Annual Revenue. (Various Neighborhoods)
Dave Steele | Approve | OPR 2016-0665 |
| 3. Authorization for Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City from September 1, 2016 to September 1, 2017—estimated renewal cost for the existing policies is \$1,750,000 (approximate \$100,000 decrease).
Tim Dunivant | Approve | OPR 2016-0666 |

- | | | |
|--|-----------------------------------|---------------|
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2016-0002 |
|
 | | |
| 5. City Council Meeting Minutes: _____, 2016. | Approve
All | CPR 2016-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Park Board: One Appointment

Confirm CPR 1981-0402

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

- ORD C35430** Providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the principal amount of not to exceed \$5,728,272 to provide funds to refund the City's outstanding Limited Tax General Obligation and Refunding Bonds, Series 2005A (tax-exempt); fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, declaring an emergency and providing for other matters properly relating thereto.

Kim Bustos

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0072** Setting hearing before City Council for September 26, 2016 for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, as requested by Avista. (Riverside Neighborhood)

Eldon Brown

- RES 2016-0073** Relating to recognizing the second Monday in October each year as Indigenous Peoples' Day in the City of Spokane.

Council President Stuckart

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

ORD C35428 Relating to the process for City Council approval of Mayoral appointments; amending sections 2.005.010 and 3.01A.100 of the Spokane Municipal Code.

Council Member Stratton

ORD C35429 Relating to City Council confirmation of Mayoral appointments; amending SMC sections 2.005.010, 3.01A.100, and 3.01A.195.

Council Member Fagan

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 29, 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 August 29, 2016, Regular Legislative Session of the City Council is adjourned to September 12, 2016.

Note: The regularly scheduled City Council meeting for Tuesday, September 6, 2016, has been canceled. (There is no meeting on Monday, September 5, 2016, due to the recognized observance of the Labor Day holiday.)

NOTES



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/16/2016
Clerk's File #	OPR 2016-0664
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 8354527
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-REGISTERED SEX OFFENDER FY2016-2017

Agenda Wording

Agreement between Spokane County (Spokane, WA) and City of Spokane Police Department to accept funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender (RSO) Address and Residency Verification Program.

Summary (Background)

Spokane County Sheriff's Office in collaboration with Spokane Police Department were awarded funding from WASPC for the RSO Address and Residency Verification Program. This is a recurring grant updated on an annual basis. The program is for face-to-face verification of a registered sex offender's address at the place of residency. Award period is July 1, 2016 to June 30, 2017. SPD will use \$57,000.00 to fund a detective position. \$3,000.00 will be used for training and travel.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 60,000.00	#	1620-91735-21250-VARIOUS
Revenue	\$ 60,000.00	#	1620-91735-21250-33469-99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSC Meeting 08/15/2016
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	WHITNEY, TYLER	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		sbrown	
		cpeterson@spokanecounty.org	

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY16 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$60,000</p>		3. Tax ID# 91-6001280	
				4. DUNS# 938132271	
5. Grantee Representative Sarah Lynds City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 slynds@spokanepolice.org			6. County's Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 Phone: (509) 477-7273 kgrytdal@spokanecounty.org		
7. Grantor ID #		8. Original Grant ID# RSO 16-17 Spokane		9. Start Date 07/01/16	
				10. End Date 06/30/2017	
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs					
12. Federal Funds (as applicable) N/A		13. CFDA # N/A		14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder			16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
18. COUNTY and the GRANTEE, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.					
FOR THE GRANTEE :			FOR COUNTY:		
Signature _____		Date _____		Signature _____	
Name _____		Date _____		Name _____	

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

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

SECTION NO. 2: COMPENSATION

COUNTY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". GRANTEE's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY'S representative designated hereinafter. Requests for reimbursement by GRANTEE shall be made quarterly and are due on or before the following: October 15, 2016 (for the preceding July 1-September 30 period), January 15, 2017 (for the preceding October 1-December 31 period), April 15, 2017 (for the preceding January 1-March 31 period), and July 15, 2017 (for the preceding April 1-June 30 period). In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Celia Peterson
Senior Accountant and Budget Coordinator
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300

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

SECTION NO. 3: TERM

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

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with GRANTEE. No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of

GRANTEE are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

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

SECTION NO. 6: COMPLIANCE WITH LAWS

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

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230.
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW
- H. Public records act, Chapter 42.56 RCW
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

SECTION NO. 7: NON-DISCRIMINATION

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

SECTION NO. 8: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

The GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

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

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

SECTION NO. 10: NEW CIVIL RIGHTS PROVISION

The GRANTEE shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 11: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation

services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 12: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further agreements with the COUNTY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

SECTION NO. 13: TERMINATION FOR CAUSE / SUSPENSION

In the event COUNTY determines that the GRANTEE failed to comply with any term or condition of this AGREEMENT, COUNTY may terminate the AGREEMENT in whole or in part upon written notice to the GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY upon written notice may allow the GRANTEE a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the GRANTEE in whole or in part, or may restrict the GRANTEE's right to perform duties under this AGREEMENT. Failure by the GRANTEE to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the GRANTEE did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the GRANTEE's actions or negligence.

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

SECTION NO. 14: TERMINATION FOR CONVENIENCE

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

SECTION NO. 15: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the GRANTEE shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to COUNTY all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the GRANTEE to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the GRANTEE'S possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the GRANTEE for any service provided by the GRANTEE under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the GRANTEE if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the GRANTEE fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

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

SECTION NO. 16: COUNTY REPRESENTATIVE

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

SECTION NO. 17: NOTICES

Except as provided to the contrary herein, 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 COUNTY or GRANTEE at the address set forth on the FACE SHEET 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.

SECTION NO. 18: HEADINGS

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

SECTION NO. 19: MODIFICATION

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

SECTION NO. 20: WAIVER

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

SECTION NO. 21: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the GRANTEE, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the GRANTEE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the GRANTEE. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The GRANTEE agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The GRANTEE will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and GRANTEE agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or GRANTEE employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and GRANTEE, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the GRANTEE or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 22: MAINTENANCE OF RECORDS

At no additional cost, GRANTEE shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the Services contracted for herein. The GRANTEE shall provide access to its facilities for this purpose.

SECTION NO. 23: ALL WRITINGS CONTAINED HEREIN

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

SECTION NO. 24: SEVERABILITY

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

SECTION NO. 25: EXECUTION AND APPROVAL

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

SECTION NO. 26: 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. 27: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and GRANTEE representatives cannot resolve the dispute it

will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

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

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

SECTION NO. 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: SURVIVAL

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

SECTION NO. 30: INSURANCE

GRANTEE shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: GRANTEE shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane County, its officers, agents and employees are named as an additional insured with respect to the 2016 Agreement between the COUNTY and GRANTEE."

WORKERS COMPENSATION: If GRANTEE has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the GRANTEE's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GRANTEE shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion of the AGREEMENTS's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this AGREEMENT shall

not commence until evidence of all required insurance and bonding is provided to the COUNTY. GRANTEE's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GRANTEE and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the GRANTEE's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the GRANTEE.

GRANTEE shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "Attention Agreement Between Spokane County and City of Spokane Police Department in Conjunction With Registered Sex Offender Address and Residency Verification Program FY16 Grant". Upon request, GRANTEE shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of GRANTEE to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the GRANTEE from liability in excess of such amounts.

SECTION NO. 31: AUDIT

A. General Requirements

GRANTEE shall procure audit services based on the following guidelines.

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

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

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

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

B. Federal Funds Requirement – 2 CFR Part 200

GRANTEE expending \$750,000 or more in a fiscal year in federal funds from all sources,

direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

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

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

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

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

In any case, the GRANTEE's financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

C. Documentation Requirements

GRANTEE must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to COUNTY representative identified in Section No. 2 COMPENSATION.

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

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

SECTION NO. 32: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

A. GRANTEE, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or

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

LOWER TIER COVERED TRANSACTIONS

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

SECTION NO. 33: SUBCONTRACTORS

GRANTEE shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by GRANTEE to provide the services under the terms of this AGREEMENT agree to comply with Section Nos. 5,

21, 30, 36, and 38 of this AGREEMENT. GRANTEE shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 34: ASSIGNMENT

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

SECTION NO. 35: ATTORNEYS' FEES

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

SECTION NO. 36: RECORDS MAINTENANCE

The GRANTEE shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. GRANTEE shall retain such records for a period of six years following the date of final payment.

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

SECTION NO. 37: LOSS OF FUNDING

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

SECTION NO. 38: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the GRANTEE by COUNTY that is designated as "confidential" by COUNTY;
2. All material produced by the GRANTEE that is designated as "confidential" by COUNTY; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services,

addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The GRANTEE shall take all necessary

steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COUNTY. Upon request, the GRANTEE shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

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

SECTION NO. 39: COPYRIGHT PROVISIONS

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

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

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

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

SECTION NO. 40: REPORTING

The GRANTEE shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

Lt. Rob Sherar

**Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
RSherar@spokanesherriff.org**

SECTION NO. 41: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 42: POLITICAL ACTIVITIES

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

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

SECTION NO. 43: PUBLICITY

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

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 45: ORDER OF PRECEDENCE:

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

- 1) Applicable federal and state of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A" Scope of Work
- 4) Attachment "B" Budget

ATTACHMENT “A”

Scope of Work

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as GRANTEE) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, GRANTEE agrees to the following conditions:

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2016 and terminates on June 30, 2017.

2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender's address at the place of residency:
 - a. For level I offenders, once every twelve months;
 - b. For level II offenders, once every six months; and
 - c. For level III offenders, once every three months.For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.
4. The GRANTEE shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The GRANTEE is responsible to notify the County's Representative of any change in personnel. Non-reporting of change in personnel may impact GRANTEE's request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The GRANTEE shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The GRANTEE will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" will be used for GRANTEE to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. GRANTEE may also use funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" to send staff to other training events.
9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Rob Sherar via email at RSherar@spokanesherriff.org for prior approval to use grant funds for proposed training events.

ATTACHMENT "B"
Budget

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000.00
Equipment	
Contracted Services	

Goods & Services	
Administrative Costs	
Travel/Training	\$3,000.00

Total Program: \$60,000.00

Transfer of funds between line item budget categories must be approved by COUNTY'S representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Rob Sherar via email at RSherar@spokanesherriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY16

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY _____
(SIGN IN INK)

(TITLE) (DATE)



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)



RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

**Briefing Paper
City of Spokane
Spokane Police Department
0680-REGISTERED SEX OFFENDER GRANT AWARD
ACCEPTANCE
August 15, 2016**

Subject

Contract with the Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.

Background

The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.

Impact

- **Operations-** Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.
- **Fiscal-** Grant supports Salaries and benefits of \$57,000.00 until June 30, 2017. The grant's budget also includes \$3,000.00 for travel and training. Total grant award is \$60,000.00.

Action

Recommends council approval for grant acceptance from SCSO through WASPC for one FTE, travel and training.

Funding

Supports acceptance of grant revenue to support an employee's salary and benefits and travel/training.



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/11/2016
Clerk's File #	OPR 2016-0665
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 - VERIZON MASTER LEASE AGREEMENT

Agenda Wording

Approval of a long term master lease agreement with Verizon allowing for the installation of "Small Cell" technology in the public right-of-way with a preference for City owned poles and signals. (Various Neighborhood Councils)

Summary (Background)

Per the updated cell tower ordinance, the City of Spokane has given preference to "Small Cell" technology as the next generation of cellular technology is deployed. This master lease with Verizon establishes the framework for installing this smaller cellular equipment within the public right-of-way and gives a preference for utilizing existing City locations.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ Various	#	0020 88100 99999 36291
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance 8/8/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	WHITNEY, TYLER	dsteele@spokanecity.org	
<u>Additional Approvals</u>		rlukas@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		jahensley@spokanecity.org	
		jlargent@spokanecity.org	

SMALL CELL LICENSE AGREEMENT

THIS SMALL CELL LICENSE AGREEMENT (the “Agreement”) is dated as of _____, 20__ (the “Effective Date”), and entered into by and between the City of Spokane, a Washington municipal corporation (the “CITY”), and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless (“LICENSEE”).

Recitals

A. WHEREAS, the CITY is the owner of certain Poles (as defined in §1.11, below) located in the Rights-of-Way (as defined in Section 1.13 below) of the City of Spokane; and

B. WHEREAS, Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, is duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Washington; and

C. WHEREAS, LICENSEE desires to use space on certain of the CITY’s Poles and/or the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in §1.10, below) serving LICENSEE’s wireless customers and utilizing Equipment (as defined in §1.6, below), permitted by the Federal Communications Commission (“FCC”) and in accordance with FCC rules and regulations; and

D. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Poles in the Rights-of-Way, owned by the CITY, and on other facilities owned by third parties; and

E. WHEREAS, LICENSEE is willing to compensate the CITY in exchange for a grant and right to use and physically occupy portions of the Poles and/or the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate.* Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or

indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An “Affiliate” shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. “Assignment” or “Transfer” means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An “Assignment” shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 County/City. “County” means the County of Spokane, a political subdivision of the State of Washington. “City” means the City of Spokane, a municipality under the laws of the State of Washington.

1.4 Commence Installation. “Commence Installation” shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in CITY ROW.

1.5 Commence Operation. “Commence Operation” shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. “Equipment” means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by LICENSEE under a particular Supplement and that comprise a Small Cell installation.

1.7 Information service. “Information service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. “Laws” means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the CITY or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 Municipal Facilities. “Municipal Facilities” means CITY-owned Poles, lighting fixtures, or electroliers located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

Municipal Facilities also includes Replacement Poles approved by the CITY and installed and dedicated to the CITY by LICENSEE.

1.10 Network. “Network” or collectively “Networks” means the telecommunication network operated by LICENSEE to serve its customers.

1.11 Poles. “Poles” shall mean any pole(s) that is owned and/or leased by the CITY.

1.12 PUC. “PUC” means the Public Utilities Commission of Washington.

1.13 Rights-of-Way. “Rights-of-Way” or “ROW” means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for CITY public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Washington Department of Transportation.

1.14 Small Cell. “Small Cell” shall mean the Equipment at a particular location that comprises part of the Network, provided however, the space for the equipment cabinets shall not exceed 17 cubic feet, and the space for each antenna shall not exceed 3 cubic feet (or 6 cubic feet in total).

1.15 Supplement. “Supplement” shall mean each separate agreement, entered into between the CITY and LICENSEE with regard to a specific Small Cell installation, the form of which is attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.16 Telecommunications Services. “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM.

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”), commencing on the first day of the month following mutual execution of this Agreement (the “Agreement Commencement Date”) and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Subject to the terms of the Agreement relating to termination, this Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a “Renewal Term”), unless LICENSEE OR CITY notifies the other party in writing of such parties intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term.” After the expiration or termination of this Agreement, its term and

conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2. The initial term for each particular Supplement shall be the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the “Commencement Date”) and shall be for an initial term of ten (10) years (“Supplement Initial Term”). The CITY and LICENSEE shall acknowledge in writing the Commencement Date (the “Acknowledgment”). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a “Supplement Renewal Term”) unless LICENSEE notifies the CITY in writing of LICENSEE’s intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then current term. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively referred to herein as the “Supplement Term.” Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplement in effect until their expiration or termination.

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE.

At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the CITY shall have the option, in its sole discretion and upon six months’ written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE’s Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the CITY, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE’s sole cost and expense, shall be subject to the prior and continuing right of the CITY under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of the individual Supplement.

4.1 Attachment to Municipal Facilities. LICENSEE will submit to the authorized representative of the CITY a proposed design for all proposed Small Cell installations that will include Equipment and Municipal Facilities LICENSEE proposes to use. Any proposed Equipment shall be included as part of an applicable Supplement submitted for approval.

4.1.1 If adequate Municipal Facilities do not exist for the attachment of Equipment, subject to obtaining appropriate permissions, LICENSEE may install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles.

4.1.2 Subject to the conditions herein, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE **may** power its Equipment by using **the power sources** that-service the existing Municipal Facilities and/or its components. The power used by LICENSEE's Equipment shall be **determined on an individual site by site basis**. All electrical work and installations related to the power sharing authorized by this Subsection 4.1.3 shall be performed by a licensed contractor that is approved by the CITY and in a manner that is approved by the CITY. **LICENSEE shall make all requests for power sharing arrangements pursuant to this Subsection 4.1.3 in advance and in writing. LICENSEE shall reimburse the CITY, as provided in Subsection 5.4, for the increased power costs that the CITY incurs as a result of any power sharing authorized by this Subsection 4.1.3.**

4.1.4 The CITY may approve or reject a proposed attachment of Equipment to specific Municipal Facilities for cause, or may place reasonable conditions on any such approval upon a specific size, location and manner of installation of the Equipment if it reasonably determines that (i) LICENSEE's use of the proposed use of Municipal Facilities is unsuitable or incompatible with the CITY's use of the Municipal Facilities, (ii) a Municipal Facilities has insufficient capacity based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment materially jeopardizes the structural integrity of the Municipal Facilities and Replacement Pole (as defined below) is not reasonably feasible, (iv) the Equipment does not conform as closely as practicable with the design and color of the Municipal Facility, or (v) the proposed use of Municipal Facilities violates any recorded private covenants and restrictions applicable to the location.

4.1.5 If LICENSEE selects a Pole that the CITY determines, in its sole , but reasonable discretion, is structurally inadequate to accommodate Equipment, LICENSEE shall at its sole cost and expense replace the Pole (a "Replacement Pole") with one that is reasonably acceptable to and approved by the CITY and dedicate such Replacement Pole to the CITY; however, payment of the Replacement Pole costs does not provide LICENSEE with any ownership interest in the Replacement Pole. It is anticipated that LICENSEE shall be required to provide Replacement Poles at **all** locations, and that the Replacement Poles shall be designed and stamped by a Washington State Licensed Structural Engineer, and must physically conform to City of Spokane standards and specifications

for public works construction. Replacement Poles will need to conform to the height restrictions imposed by the City and the arm height of the street light must conform to the existing arm height of the other street light structures in the adjacent area. If the Replacement Pole is damaged by LICENSEE and needs to be replaced, LICENSEE shall replace the Replacement Pole entirely at its expense within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage. If the damage is caused by a third party, LICENSEE will replace the Pole within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage and the City will reimburse LICENSEE the cost of a standard Pole. The City will own the original Pole and all Replacement Poles.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the CITY accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the CITY may require LICENSEE to deactivate such Equipment if any of CITY's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, CITY will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation.

4.2 Attachment to Third-Party Property. Subject to obtaining the written permission of the owner(s) of the affected property, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as the case may be. LICENSEE shall furnish to the CITY documentation in a form acceptable to the CITY of such permission from the individual utility or property owner responsible. A denial of an application for the attachment of Equipment to third-party-owned poles or structures, or installation of LICENSEE's own poles, in the ROW shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of LICENSEE's Equipment, except that Equipment must conform as closely as practicable with the design and color of existing poles in the vicinity of LICENSEE's Equipment and/or pole location.

4.3 Preference for Municipal Facilities. In any situation where LICENSEE has a choice of attaching its Equipment to either Municipal Facilities (**which in all cases will be a Replacement Pole**) or third-party-owned property in the ROW, LICENSEE shall use good faith efforts to attach to the Municipal Facilities, provided that (a) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (b) the use fee, construction and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to LICENSEE of attaching to the alternative third-party-owned property. In the event that no suitable Municipal Facilities or

third-party-owned poles are functionally suitable, LICENSEE may, at its sole cost and expense, install its own poles. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the CITY prior to installation. LICENSEE's Equipment and poles must conform as closely as practicable with the design and color of poles existing in the vicinity of LICENSEE's Equipment or pole location. Subject to the terms and conditions of this Agreement and the applicable Supplement, LICENSEE will be responsible for all maintenance, repair and liability for all poles installed by LICENSEE in the ROW.

4.4 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the CITY, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. The CITY shall not be liable to LICENSEE for any interruption of service or for any interference with the operation of the Equipment arising in any way out of the CITY's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with the CITY's own public service needs and requirements. Notwithstanding the foregoing, CITY agrees to work in good faith with LICENSEE to resolve any interference to or by LICENSEE.

4.5 Permits; Default. Whenever LICENSEE is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, in any of its obligations under this Agreement, the CITY may deny further encroachment, excavation or similar permits under this Agreement until such time as LICENSEE cures all of its defaults.

4.6 Compliance with Laws. LICENSEE shall comply with all applicable laws in the exercise and performance of its rights and obligations under this Agreement.

4.7 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Telecommunications Services identified herein and any Information Services that may be provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.

4.8 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under

this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the CITY at any time.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the CITY for LICENSEE's entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the CITY, on an annual basis, an amount equal to (the "Rent"):

(a) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility; or,

(b) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on a Replacement Pole (owned by the City); or,

(c) Three Hundred Fifty and 00/100 Dollars (\$350.00) per Municipal Facility, in the event the antennas are located on a Municipal Facility and the remaining Equipment and any associated apparatus is located off of the Municipal Facility; or,

(d) Three Hundred Fifty and 00/100 Dollars (\$350.00) for the Equipment for any Small Cell, in the event the antennas are not located on a Municipal Facility, but Equipment and any associated apparatus is located in the Rights-of-Way; or,

(e) One Thousand Four Hundred Dollars (\$1,400.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility, but the space for the equipment cabinets exceeds 17 cubic feet.

LICENSEE shall make the first payment of Rent under any Supplement within forty-five (45) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each anniversary of the

Commencement Date during the Supplement Term. The CITY hereby agrees to provide to LICENSEE certain documentation (the “Rental Documentation”) evidencing the CITY’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LICENSEE in LICENSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, the CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

5.2 Rent Adjustment. Effective on the first anniversary of the Commencement Date of any Supplement Term, and continuing annually thereafter during the applicable Supplement Term, the Rent for the then existing Supplement shall be increased by two percent (2%) over the Rent paid for the immediately preceding year.

5.3 Leasehold Excise Tax. LICENSEE shall also be responsible for paying the Washington State Leasehold Excise Tax imposed pursuant to Chapter 82.29A RCW, if applicable.

5.4 Reimbursement of CITY’s Increased Power Costs. Reimbursement to the CITY for LICENSEE’s usage of electrical power shall be based upon the plate rating of the Equipment installed pursuant to this Agreement and the initial rates shall be as follows:

	Maximum Plate	Monthly Rate	Quarterly Rate
Category	Rating (Watts)	Per Pole	Per Pole
1	Up to 75	\$ 4.00	\$ 12.00
2	76 – 149	\$ 8.00	\$ 24.00
3	150 – 225	\$12.00	\$ 36.00

The reimbursement of power shall be paid to the CITY on a calendar quarterly basis and shall be based upon the number of poles that LICENSEE has installed its Equipment on as of the first day of each calendar quarter and that are using the CITY’s electric power times the applicable rate as indicated in this Section. The applicable rates charged by this subsection, as the same may be adjusted in the following sentence, shall not exceed the applicable rates for LICENSEE’s permitted use as filed with the PUC or its successor. The CITY may increase the power fee charged by this subsection

if the applicable rate as filed with the PUC is greater than the rate provided for in this subsection by 25% or more. Any such change in rates shall take effect on July 1 of each year.

5.5 Payment. The **Rent and Power Cost Fee** shall be paid by check made payable to _____ and mailed or delivered to the _____, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by CITY upon 30 days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. LICENSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay rent by electronic funds transfer and in such event, the CITY agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

6 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within 45 days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

7 Additional Remedies. The remedy provisions set forth in §5.6 above are not exclusive, and do not preclude the CITY from pursuing any other or additional remedy in the event that payments become overdue by more than 60 days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Federal, State, and local codes related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the CITY for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cell approved by the CITY no later than two (2) years after the mutual execution of an applicable Supplement, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates delayed for due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the applicable Small Cell as provided above shall permit CITY to terminate the affected Supplement upon thirty (30) days notice to LICENSEE unless within such thirty (30) day period, LICENSEE shall Commence Installation or

Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this §6.1 shall be conditioned upon LICENSEE's completion of its due diligence with regard to a particular Small Cell.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits. LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees. CITY shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that the CITY may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at the CITY's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever CITY reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a the CITY or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety; provided, in the event the CITY reasonably determines that the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities, the CITY may, in its reasonable discretion require immediate removal of the Equipment if the same is not cured within forty eight (48) hours following written notice by CITY. In any such case, CITY shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the CITY in accordance with the foregoing provision, CITY shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the CITY. To the extent the CITY has actual knowledge thereof, the CITY will attempt promptly to inform LICENSEE of the displacement or removal of any Pole on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the CITY will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to §6.8 below, and may choose to replace such Municipal Facilities pursuant to the provisions of §4.1.5 above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE

shall so advise the CITY. The CITY will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the CITY: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property within thirty (30) days following notice of the same, the CITY shall have the option, upon 30 days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the CITY. If such damage causes a public health or safety emergency, as reasonably determined by the CITY, the CITY may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, no such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the CITY, LICENSEE shall within 30 days of such receipt reimburse the CITY for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by the CITY, LICENSEE shall provide "load" (structural) calculations for all Poles upon which it intends to install Equipment in the ROW, notwithstanding original installation or by way of Equipment type changes. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment without prior written approval of the CITY provided the same does not materially and adversely change the design characteristics of the Municipal Facility.

6.7 Termination of a Supplement. LICENSEE shall have the right to terminate any Supplement on thirty (30) days notice to the CITY. In the event of such termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and the CITY shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within 60 days after the expiration or earlier termination of a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the CITY, upon written notice to LICENSEE, shall have the right at the CITY's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty days of the date of a written demand for this payment from the CITY. After the CITY receives the reimbursement payment from LICENSEE for the removal work performed by the CITY, the CITY shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the CITY pursuant to this Section at no liability to the CITY. If the CITY does not receive reimbursement payment from LICENSEE within such thirty days, or if CITY does not elect to remove such items at the CITY's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within 30 days of such property having been made available by the CITY after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Municipal Facilities, or stored by the CITY after the CITY's removal thereof may, at the CITY's option, be deemed abandoned and the CITY may dispose of such property in any manner by Law. Alternatively, the CITY may elect to take title to abandoned property, provided that LICENSEE shall submit to the CITY an instrument satisfactory to the CITY transferring to the CITY the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.8 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the CITY's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the CITY, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.9 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the _____ Department. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the

_____ Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the _____ Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the CITY, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the CITY, its CITY Commission members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the CITY on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Service as a result of any event or occurrence which is beyond the reasonable control of the CITY.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

7.3 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by CITY, LICENSEE shall provide the CITY with performance bonds, and if considered necessary by the CITY, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the CITY, conditioned upon the

faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Washington, and acceptable to the CITY and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of \$2,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall name the CITY, its commission members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use its best efforts to provide the CITY with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the CITY of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the CITY the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the CITY may possess, including any self-insured retentions the CITY may have; and any other insurance the CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the CITY.

The certificate(s) of insurance with endorsements and notices shall be mailed to the CITY at the address specified in §10 below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One

Million Dollars (\$1,000,000) and shall furnish the CITY with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Washington and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the CITY:

City of Spokane
Asset Management
Attn: Director
808 West Spokane Falls, Blvd.
Spokane, WA 99201

if to LICENSEE:

Verizon Wireless (VAW) LLCd/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential

condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than 30 days after written demand from the CITY to commence the correction of such noncompliance on the part of LICENSEE, the CITY shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within 30 days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.

11.3 Licensors Default. If CITY breaches any covenant or obligation of CITY under this Agreement in any manner and if CITY fails to commence to cure such breach within thirty (30) days after receiving written notice from LICENSOR specifying the violation (or if CITY fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by law.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the CITY.

13. RECORDS; AUDITS.

13.1 Records Required by Code. LICENSEE will maintain complete records pursuant to all applicable Laws.

13.2 Additional Records. The CITY may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE shall provide such records within twenty (20) business days of a request by the CITY for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the CITY for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any CITY department having jurisdiction over LICENSEE's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The CITY may contact by telephone the network control center operator at telephone number _____ regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Washington, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Spokane County, Washington.

14.5 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.8 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.9 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.10 Public Records. LICENSEE acknowledges that the CITY is subject to the requirements of Chapter 42.56 RCW (the "Public Records Act") and that information submitted to the CITY may be open to public inspection and copying under state law, including the Act. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the CITY as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the CITY. Subject to its obligations under the Public Records Act, the CITY shall treat any information so marked as confidential until the CITY receives any request for disclosure of such information. Within five working days of receiving any such request, the CITY shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have ten working days within which to provide a written response to the CITY, before the CITY will disclose any of the requested confidential information. The CITY retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws. In no case shall the CITY be liable to LICENSEE for damages of any kind relating to the CITY's lawful release of information or records in response to a public records request.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the CITY with respect to third parties shall remain as imposed by state law.

14.13 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.14 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable federal, state and local laws and regulations; (b) agrees that this Agreement was granted pursuant to processes and procedures consistent with applicable law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the CITY that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the CITY had no power or authority to make or enforce any such provision, condition or term.

14.15 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement.

14.16 Hazardous Materials. LICENSEE shall not generate, handle, store, or dispose of any Hazardous Materials on, under, or in the ROW except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Premises. LICENSEE shall comply with all environmental laws during the Term of the Agreement and any/all Supplements. All Hazardous Materials used, kept and stored on or about the ROW by LICENSEE shall be used, kept and stored in compliance with all environmental laws and in a manner that minimizes the likelihood of any release on, above, under or from the ROW. LICENSEE agrees to indemnify, defend (with counsel approved in writing by the CITY) and hold the CITY harmless from and against any and all loss, damage, liability and expense related to environmental conditions, Hazardous Materials or any other environmental laws and regulations resulting directly or indirectly from LICENSEE 's activities in the ROW.

The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance, exposure to which is prohibited to regulated by any governmental authority having jurisdiction over the Facility, any substances defined as

"hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq; the laws, regulations or rulings of the state in which the Small Cell is located or any local ordinance affecting the Small Cell; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

14.17. Authority to Sign. CITY hereby designates, and authorizes, the _____ to execute all Supplements entered into under this Agreement. This designation and authorization may be changed by CITY upon written notice to LICENSEE.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20____.

CITY:

CITY OF SPOKANE, a Washington
municipal corporation

By: _____
Name: David Condon
Title: Mayor

ATTEST:

_____, Clerk

APPROVED AS TO FORM

BY: _____

Name: _____
Title: Assistant City Attorney

LICENSEE:

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS,

By: _____
Name: _____
Title: _____

Exhibits:

Exhibit A – Supplement

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT

This Supplement ("Supplement"), made this _____ day of _____, 20____ ("Effective Date") between _____ the City of Spokane, a Washington municipal corporation, hereinafter designated "City" and _____, d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell License Agreement between City and Licensee dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the ROW for a Small Cell at the designated areas in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").
3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.
4. Term. The term of this Supplement shall be as set forth in Paragraph 2.2 of the Agreement.
5. Fees. The initial Rent for the term of this Supplement shall be _____, as determined in accordance with Paragraph 5.1 of the Agreement, as adjusted by Paragraph 5.2.
6. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is

otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by the City. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to the City.

8. Miscellaneous._____.

[Signature page follows]

EXECUTED to be effective as of the date shown above.

CITY:

CITY OF SPOKANE,
a Washington municipal corporation

By: _____
Name: David Condon
Title: Mayor

LICENSEE:

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS,

By: _____
Name: _____
Title: _____

Exhibits:
Attachment 1

Attachment 1
Licensed Area

Document comparison by Workshare Compare on Monday, July 25, 2016
2:22:38 PM

Input:	
Document 1 ID	interwovenSite://DMSPROXY/Active/77517073/2
Description	#77517073v2<Active> - Verizon Small Cell MLA - Spokane - JRV revised 5-19-16
Document 2 ID	C:\NRPortbl\Active\JRVISCON\80709389_1.docx
Description	C:\NRPortbl\Active\JRVISCON\80709389_1.docx
Rendering set	MW Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	18
Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	26

BRIEFING PAPER
Asset Management Group
Tuesday, August 16, 2016

Subject:

Approval of a long term master lease agreement with Verizon allowing for the installation of “Small Cell” technology in the public right of way with a preference for city owned poles and signals.

Background:

Per the updated cell tower ordinance, the City of Spokane has given preference to “Small Cell” technology as the next generation of cellular technology is deployed. This master lease with Verizon establishes the framework for installing this smaller cellular equipment within the public right of way and gives a preference for utilizing existing city locations.

Due to the age and condition of the City’s existing signal locations and due to the fact that none of the poles currently installed were designed to handle additional equipment weight or wind loading, Verizon has agreed to replace (with city specified poles and vendor) any traffic signal or pedestrian light fixture pole that they desire to affix their equipment to. Each replacement will be reviewed by Street Department engineers for compliance with City standards and compatibility with City equipment.

Verizon, in addition to agreeing to replace City owned poles at their expense, has agreed to an annual “per pole” lease cost of \$700 and to cover the cost of any additional electrical usage.

This lease establishes an initial 10 year term with three automatic 5 year extensions for a total possible term of 25 years.

Impact:

This master lease will set the standard for future lease negotiations with other cellular providers as a master template and facilitates the replacement of aging City infrastructure, while establishing a growing revenue stream for the City. This lease also supports the widespread community desire for improved cell coverage while utilizing next generation technology in the form of small cell installations. Verizon has targeted a count of roughly 50 locations over the first 3 years which will create an estimated \$35,000 in annual revenue.

Action:

Approval of master lease



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	OPR 2016-0666
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	RISK MANAGEMENT
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5800 - RISK MGMT 2016-2017 INSURANCE RENEWALS

Agenda Wording

Authorization for Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City of Spokane. The estimated renewal cost is \$1.75 million (approx. \$100k decrease). The coverage period is 09/01/16 through 08/31/17.

Summary (Background)

Various insurance policies expire August 31, 2016. The City's broker has marketed our insurance requirements and the figures below represent estimated renewal costs: General Liability - \$595k, Property (excluding Upriver Dam and Water Reclamation Facility - \$175k, Upriver Dam - \$180k, Water Reclamation Facility - \$100k, Boiler & Machinery - \$65k, Fire Apparatus & Other Equipment - \$25k, Crime - \$18k, Worker's Compensation - \$170k, and WTE Facility - \$427k.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 1,750,000	# Various Accounts
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>	Finance Committee 08/08/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	rkokot@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	tdunivant@spokanecity.org	

<u>Additional Approvals</u>	
<u>Purchasing</u>	



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	CPR 1981-0402
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	MAYOR
Contact Name/Phone	BRANDY COTE 625-6774
Contact E-Mail	BCOTE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT OF GRETA GILMAN TO THE SPOKANE PARK BOARD

Agenda Wording

Appointment of Greta Gilman to the Spokane Park Board, to serve an unexpired term until February 2018.

Summary (Background)

Appointment of Greta Gilman to the Spokane Park Board, to serve an unexpired term until February 2018.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head COTE, BRANDY

Division Director

Finance

Legal

For the Mayor WHITNEY, TYLER

Council Notifications

Study Session

Other

Distribution List

bcote@spokanecity.org

leadie@spokanecity.org

Additional Approvals

Purchasing

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

08/29/2016

Date Rec'd

8/17/2016

Clerk's File #

ORD C35430

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**

GAVIN COOLEY EXT 6586

Project #**Contact E-Mail**

GCOOLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

5600 - REFUNDING BOND THROUGH SPOKANE INVESTMENT POOL

Agenda Wording

An ordinance of the City of Spokane relating to the issuance of a Limited Tax General Obligation Refunding Bond.

Summary (Background)

The Spokane Investment Pool is allowed to invest up to 15% of its portfolio in City of Spokane Bonds. This ordinance provides for the issuance of \$5,720,000 of bonds for the purpose of refunding the City's outstanding limited tax general obligation bonds, series 2005A. The rate of the newly issued bonds will carry an interest rate substantially lower than the 2005A bonds.

Fiscal Impact**Budget Account**

Expense \$ -3,500,000

Various interest accounts

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

Study Session**Division Director**

BUSTOS, KIM

Other

Finance Committee - Var

Finance

BUSTOS, KIM

Distribution List**Legal**

WHALEY, HUNT

leadie@spokanecity.org

For the Mayor

WHITNEY, TYLER

tdunivant@spokanecity.org

Additional Approvals

kbustos@spokanecity.org

Purchasing

gcooley@spokanecity.org

bstuckart@spokanecity.org

bramharter@spokanecity.org

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

ORDINANCE NO. C35430

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,728,272 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2005A (TAX-EXEMPT); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

ADOPTED August 29, 2016

PREPARED BY:

WORKLAND & WITHERSPOON, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016
ORDINANCE NO. C35430

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* This Table of Contents and the cover page are not a part of the following Ordinance and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

ORDINANCE NO. C35430

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,728,272 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2005A (TAX-EXEMPT); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Spokane, Spokane County, Washington (the "City"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, the City currently has outstanding \$5,720,000 principal amount of its Limited Tax General Obligation and Refunding Bonds, Series 2005A (Tax-Exempt) issued on August 3, 2005, pursuant to the 2005 Bond Ordinance (the "2005A Bonds") as follows:

Maturity Year (December 1)	Principal Amount	Interest Rate	CUSIP Number
2030*	\$5,720,000	5.00%	849067F81

* Term Bond.

; and

WHEREAS, the 2005A Bonds maturing on or after December 1, 2016 are callable for redemption, in whole or in part, at any time on or after December 1, 2015, at the price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 35.86, 39.36, 39.46, 39.50 and 39.53 RCW to issue, sell and deliver limited tax general obligation bonds for the purpose of providing funds to redeem the 2005A Bonds; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, it is deemed necessary and in the best interest of the City to obtain savings for the City by redeeming the outstanding 2005A Bonds through the issuance of a limited tax general obligation refunding bond (the "Bond").

NOW THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Definitions. As used in this ordinance the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Bond means the City of Spokane Limited Tax General Obligation Refunding Bond, Series 2016, issued pursuant to this ordinance in the principal amount of not to exceed \$5,728,272.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date not to exceed [ten (10)] years from the date of issuance of the Bond.

Outstanding Principal Balance of the Bond means on any particular day the principal amount due on the Bond to that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Refunded Bonds means the 2005A Bonds maturing on and after December 1, 2016.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on any Adjustment Date as follows: (Yield for U.S. Treasury Bond of Similar Maturity) + (Spread for Liquidity, Quality and Costs of Administration of 0.75%) = SIP Internal Lending Rate.

Spokane General Obligation Bond Redemption Fund means the City's existing special fund of the same name into which the principal proceeds received from the sale and delivery of the Bond shall be paid and used to pay the costs of refunding the Refunded Bonds and the costs of issuance the Bond.

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

2005 Bond Ordinance means Ordinance No. C33695, passed by the Council on July 18, 2005.

2005A Bonds means the Limited Tax General Obligation Refunding Bonds, Series 2005A (Tax-Exempt), issued August 3, 2005, and authorized by the 2005 Bond Ordinance.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Emergency. The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable terms of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the Council.

Section 3. Application of Bond Proceeds / Redemption and Defeasance of 2005A Bonds.

(a) The proceeds of the Bond shall be used to refund and defease the Refunded Bonds and to pay costs of issuance of the Bond.

(b) In order to effect the defeasance of the Refunded Bonds, the net proceeds of the Bond shall be deposited into the Spokane General Obligation Bond Redemption Fund for the purposes of defeasing the Refunded Bonds and discharging the obligations of the City relating thereto under the 2005 Bond Ordinance authorizing their issuance, by providing for the payment of the interest on the Refunded Bonds to the date fixed for redemption and the redemption price (the principal amount) on the date fixed for redemption of the Refunded Bonds. When the final transfer has been made for the payment of such redemption price and interest on the Refunded Bonds, any applicable balance then remaining in the Spokane General Obligation Bond Redemption Fund shall be transferred to the account designated by the City.

(c) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bond to make the payments described in this ordinance.

The City hereby irrevocably calls the Refunded Bonds for redemption on August 30, 2016, in accordance with terms of the 2005 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be effective and irrevocable after notice of redemption is provided to the Registrar for the Refunded Bonds.

The Treasurer of the City is hereby authorized and directed to provide for the giving of notice of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 2005 Bond Ordinance.

The Treasurer of the City is hereby authorized and directed to pay to the fiscal agency or agencies of the State of Washington, on the Redemption Date, and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds, sums sufficient to fully refund and redeem the Refunded Bonds.

Section 4. Authorization and Description of Bond. To refund the Refunded Bonds and pay costs of issuance, the City shall issue its Limited Tax General Obligation Refunding Bond to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$5,728,272 (the “Bond”) to establish an interfund loan facility with the SIP of not to exceed \$5,728,272; provided that the principal amount due and owing thereunder shall be equal to the costs of refunding the Refunded Bonds and the costs of issuance of the Bond. The Bond shall be designated the “City of Spokane Limited Tax General Obligation Refunding Bond, Series

2016.” The Bond shall be dated as of the date of delivery to the SIP, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this Bond Ordinance is formally passed by City Council. Interest on the Bond shall be calculated on the basis of a year of 365/365 days and actual days elapsed. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date. Notwithstanding these provisions, the terms of payment may be renegotiated with the Spokane Investment Pool if agreed to by the City.

Section 5. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond and establish an interfund loan on the terms set forth in this ordinance. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool. On or prior to the closing date, the SIP shall provide the City with an amortization schedule for the Bond. The Outstanding Principal Balance of the Bond shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City’s Investment Policy.

Section 6. Application of Bond Proceeds. The proceeds of the Bond shall be expended solely to pay the costs of refunding the Refunded Bonds and pay the costs of issuing the Bond, as authorized herein.

Section 7. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the Spokane General Obligation Bond Redemption Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 8. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 9. Prepayment. At the option of the City, the Outstanding Principal Balance may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 10. Execution and Authentication of Bond . The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Treasurer.

Only a Bond that bears a Registration Certificate in the form set forth in Section 11 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 11. Form of Bond. The Bond shall be in substantially the following form:

NO. R-___ UNITED STATES OF AMERICA \$5,728,272

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

INTEREST RATE: Variable, as described herein

MATURITY DATE: _____

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE
INVESTMENT POOL

TAX IDENTIFICATION #:

PRINCIPAL AMOUNT: FIVE MILLION SEVEN HUNDRED TWENTY-EIGHT
THOUSAND TWO HUNDRED SEVENTY-TWO AND NO/100
DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Ordinance No. C35430, adopted by the City Council on August 29, 2016 (the "Bond Ordinance"), to pay the costs of redemption and defeasance of the City's outstanding Limited Tax General Obligation and Refunding Bonds, Series 2005A (Tax-Exempt). Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Ordinance.

This Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this Bond Ordinance is formally passed by City Council. and shall be adjusted on the Adjustment Date. Interest on this Bond shall be calculated on the basis of a year of 365/365 days and actual days elapsed.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Ordinance.

To pay installments of principal of and interest on this bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds in the City's Spokane General Obligation Bond Redemption Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Spokane County, Washington, has caused this Bond to be signed by the manual or facsimile signature of the Mayor and Treasurer of the City, as of the 30th day of September, 2016.

CITY OF SPOKANE,
WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Treasurer

CERTIFICATE OF AUTHENTICATION

Date of Authentication: September 30, 2016.

This bond is a Limited Tax General Obligation Refunding Bond, Series 2016 of the City dated September 30, 2016 described in the within-mentioned Bond Ordinance.

TREASURER of the City of Spokane, as
Bond Registrar

By _____

Section 12. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 13. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 14. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15. Effective Date. This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

Adopted this 29th day of August, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 08/29/2016

Date Rec'd	8/11/2016
Clerk's File #	RES 2016-0072
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION FOR OAK STREET - STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for September 26, 2016 for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, as requested by Avista. (Riverside Neighborhood Council)

Summary (Background)

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 8/15/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	WHITNEY, TYLER	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
		htrautman@spokanecity.org	

RESOLUTION 2016-0072

WHEREAS, on September 9, 2015, the Spokane City Council received a petition for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 26, 2016**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

City Clerk

Approved as to form:

Assistant City Attorney

P1504684VACA - Site Map



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

120 60 0 120 240 Feet



AREA

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS

MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST

DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY

JAMES SAKAMOTO

ROGER BURCHELL

CHRIS PETERSCHMIDT

HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK

MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON

ELDON BROWN

JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO

JONATHAN MALLAHAN

ROD MINARIK

HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS

MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS

RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

BNSF RAILROAD

2301 LOU MENK DR

FORT WORTH, TX 76131-

DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

413 S REGAL/1711 E DEAN/518 S ELM LLC
303 W 33RD AVE
SPOKANE, WA 99203-1607

CROSBY JR, J E
1904 W 5TH AVE
SPOKANE, WA 99204-1711

CORTNER, RAYMOND F & SHARON R
5402 E CUSTER LN
SPOKANE, WA 99223

INTNL UNION OPR ENG 370
PO BOX 3386
SPOKANE, WA 99220-3386

CROSBY JR, JOSEPH E & MISTIE S
2004 E SOUTH RIDGE DR
SPOKANE, WA 99223-

CCH GRAY, LLC
1325 W 1ST AVE STE 210
SPOKANE, WA 99201-4600

RICKARD, STEVEN D & TRISHA A
5408 S INLAND EMPIRE WAY
SPOKANE, WA 99224-9656

NELSON, ROGER A
15221 N CLUBGATE DR UNIT 1011
SCOTTSDALE, AZ 85254-2638

CCH GRAY, LLC
1325 W 1ST AVE #210
SPOKANE, WA 99201

220 SOUTH ELM STREET, LLC
5391 E SHORELINE DR
POST FALLS, ID 83854

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

CCH GRAY, LLC
1208 W 3RD AVE
SPOKANE, WA 99201-4608

HERMES, JEFFREY S & KIMBERLY D
18316 E 8TH AVE
GREENACRES, WA 99016-8713

ALANO CLUB INC
1716 W 7TH AVE
SPOKANE, WA 99204-3504

PIC LTD PTNS
1720 W 4TH AVE
SPOKANE, WA 99201-5302

NEWBERRY, MORGAN M
1801 W 6TH AVE
SPOKANE, WA 99204

DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

TORRES, MARIANNE 2511 S TEKOA ST SPOKANE, WA 99203-2457	WISER, LARRY L & ANNEMARIE R 79055 VIA CORTA LA QUINTA, CA 92253-6309
AVISTA CORPORATION P. O. BOX 3727 SPOKANE, WA 99220-3727	DONE DEAL PROPERTIES 7, LLC 12904 E NORA AVE STE C SPOKANE VALLEY, WA 99216-1123
R.S.M., INC PO BOX 9000 SPOKANE, WA 99209-9000	OVERHOLSER, WILLIAM H / MARILYN A/JASON 48 W 40TH AVE SPOKANE, WA 99203
PIC LIMITED PARTNERSHIP I 1720 W 4TH AVE SPOKANE, WA 99201-5302	JENELLE M. WOLL 1913 W. 3 RD AVE. SPOKANE, WA 99201
MT FUTURES LLC 4115 N ELLA RD SPOKANE, WA 99212	POUL C. JENSEN 415 S. CHESTNUT ST. SPOKANE, WA 99201
CAR WASH ENTERPRISES INC PO BOX 70527 SEATTLE, WA 98127	ERIC D & HEIDI T CROW PO BOX 666 SPOKANE, WA 99210-0666
MING WAH LAND, LLC 1618 1/2 W 3RD AVE SPOKANE, WA 99204	INTNL UNION OF OPER ENG 370 PO BOX 3386 SPOKANE, WA 99220-3386
LACKMAN, HENRY A & SHERYL A 3710 W ROSAMOND AVE SPOKANE, WA 99224	LOGAN D & CARA E DEVINY 11310 N JUDKINS RD. SPOKANE, WA 99217

DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

DANIEL E & TONI L WHITE PO BOX 8722 SPOKANE, WA 99203	RPI PROPERTIES INC PO BOX 9000 SPOKANE, WA 99209-9000
GURCHAIT & JAGDISH K BAINS 1301 S HAVANA ST. SPOKANE, WA 99212	RIM ROCK OF SPOKANE LLC 7219 E SOUTH RIVERWAY AVE SPOKANE, WA 99212
PHILIP & MARESA PATTERSON 2505 E. GALER ST. SEATTLE, WA 98112	JULIA M. PELC 1917 W. 3 RD AVE SPOKANE, WA 99201
CCC BUSINESS LLC 503 E. 2 ND AVE. SPOKANE, WA 99201-1405	JEFFERY A & KAREN D JORDAN 25 S. BLAKE RD., STE. #1 SPOKANE VALLEY, WA 99216
TRESKO FAMILY REAL ESTATE LLC 1979 W. 5 TH AVE. SPOKANE, WA 99204	1915 – 5 TH AVE. LLC 1915 W. 5 TH AVE. SPOKANE, WA 99201-5310
LARRY E BEACH & NANCY MCCALLISTER 1624 E. SOUTH RIVERTON SPOKANE, WA 99224	ANNE M MILLANE 447 GROVE ST. MAYVILLE, WI 53050
PETER & NADEZHDA VASILENKO 18428 N. DIVISION RD. COLBERT, WA 99005	BAYSUL, EAGAN 617 S. ELM ST. SPOKANE, WA 99204
DORETTA M & DONALD E BRYAN 12783 MOSAIC DR. RANCHO CUCAMONGA, CA 91739	GERALD NEESER REVOCABLE TRUST 2501 BLUEBERRY RD. ANCHORAGE, AK 99503



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	RES 2016-0073
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6258
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - A RESOLUTION RELATING TO INDIGENOUS PEOPLE'S DAY

Agenda Wording

A Resolution relating to recognizing the second Monday in October each year as Indigenous Peoples' Day in the City of Spokane.

Summary (Background)

The City of Spokane recognizes that our country's indigenous peoples have long been subject to systemic oppression and prejudice, and that other cities around the country have taken steps similar to this resolution to recognize and salute indigenous American populations for their history, their resiliency, and their contributions to American culture.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE - 8-22-2016
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2016-0073

A RESOLUTION relating to recognizing the second Monday in October each year as Indigenous Peoples' Day in the City of Spokane.

WHEREAS, the City of Spokane recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have lived here on these lands since time immemorial; and

WHEREAS, the City of Spokane is built upon the homelands and village sites of the Indigenous Peoples of this region; and

WHEREAS, the City of Spokane recognizes the historical and spiritual significance of Spokane Falls to the Native people of the region who came to the falls as a gathering place for fishing, spiritual practice, trading, celebrations, and the sharing of bounty; and

WHEREAS, the City of Spokane values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contributions that have and continue to deeply affect the character of Spokane; and

WHEREAS, the City of Spokane opposes the historical prejudices against Indigenous people in the United States which have perpetuated high rates of poverty and income inequality, exacerbated disproportionate health, education, and social outcomes, and contributed to differential rates of incarceration in our community; and

WHEREAS, the City of Spokane desires to help close the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's indigenous roots, history, and contributions; and

WHEREAS, one action the City can take to affect these disproportionate impacts is to recognize and make permanent a way to celebrate, learn about, remember, and practice our region's indigenous roots, history, culture, and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians ("ATNI"), representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-57 to "Support to Change Columbus Day (2nd Monday of October) to Indigenous Peoples' Day"; and

WHEREAS, the Cities of Berkeley, Nevada City, Sebastopol, and Santa Cruz, California; Denver, Colorado; Lawrence, Kansas; Belfast, Maine; Alpena and Traverse City, Michigan; Grand Rapids, Red Wing, St. Paul, and Minneapolis, Minnesota; Anadarko, Oklahoma; Albuquerque, New Mexico; Carrboro, North Carolina; Portland, Oregon; Olympia and Seattle, Washington; Bexar County, Texas; and the states of Alaska and South Dakota have recognized and set apart a day each year to celebrate the tremendous impact Indigenous Peoples have on our culture.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the City of Spokane declares that the second Monday in October in each year is, and hereafter shall be, Indigenous Peoples' Day in the City of Spokane.

BE IT ALSO RESOLVED, that the City of Spokane strongly supports the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the American Indians, Alaska Natives, and Indigenous Peoples of our region.

BE IT FUTHER RESOLVED, that the City of Spokane encourages other businesses, organizations, and public institutions to recognize and observe Indigenous Peoples' Day and firmly commit to efforts to promote the well-being and growth of Spokane's American Indian and Indigenous community.

Passed by the City Council this ____ day of September, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	ORD C35428
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	KAREN STRATTON 5096256712
Contact E-Mail	ROBERST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 AN ORDINANCE RELATING TO CITY COUNCIL APPROVAL OF MAYORAL APPOINTEES

Agenda Wording

An ordinance relating to the process for City Council approval of Mayoral appointments; amending sections 02.005.010 and 03.01A.100 of the Spokane Municipal Code.

Summary (Background)

Section 24 of the City Charter requires that the City Council approve, by Resolution, each of the Mayor's appointments for the positions of department head and assistant department head. However, the Charter leaves gaps in terms of the process and timelines for the Council's consideration of approval of mayoral appointees. This ordinance improves clarity and efficiency in City government by defining the time period within which the Mayor's appointees must be submitted to Council for approval.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE Committee 8/22/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35428

An ordinance relating to the process for City Council approval of Mayoral appointments; amending sections 02.005.010 and 03.01A.100 of the Spokane Municipal Code.

WHEREAS, under section 24 of the City Charter, the Mayor's appointment of "the administrative heads and assistant administrative heads in each department of the city government," is subject to the City Council's approval; and

WHEREAS, the Charter is silent regarding when appointees are considered for Council approval; and

WHEREAS, the Charter also makes no distinction between permanent, interim, or acting department heads; and

WHEREAS, unreasonable delay in the Mayor's presentation of appointees for City Council approval can stall the work of the City; undermine the public's trust and confidence in local government; create an unfair situation for the appointee, the appointee's department and staff, and the public; and create or prolong a sense of uncertainty and instability in the administration of City affairs; and

WHEREAS, the City Council intends to improve clarity and efficiency in the administration of City government by defining the time period within which the Mayor's appointees to department heads and assistant department heads, whether described as permanent, interim, or acting department head, must be considered by the City Council for its consideration for approval.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.005.010 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.010 Council President and City Council

- A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:
1. Appoint, evaluate and discharge the Hearing Examiner;
 2. appoint, evaluate, and discharge the City Council's Senior Research and Policy Analyst;
 3. appoint, evaluate, and discharge the City Council's Policy Advisor;

4. ~~((confirm))~~approve the appointment by the Mayor of the City Attorney, the City Clerk, and the administrative head, or acting or interim administrative head in each department and division; provided:
 - a. any appointee for which city council approval is required pursuant to section 24 of the Charter and this section shall be placed on the agenda of the next available council meeting following the mayor's appointment of the appointee;
 - b. the city council shall consider for approval those persons who are appointed by the mayor as interim or acting department heads no later than 30 days after the start of that person's service as interim or acting department head; and
 - c. no interim or acting department head shall serve in such capacity for longer than 120 days after the city council's approval as such, which period can be extended for an additional 120 days by city council resolution;
 5. appoint nominees of the Mayor to boards, commissions, and other official City agencies, unless otherwise provided;
 6. hire, supervise, evaluate, and discharge their own administrative staff;
 7. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.
- D. The City Council shall establish committees to assist in the performance of its assigned duties.
1. The standing committees shall have a minimum of three members, one from each of the three City Council districts.
 2. The council president may chair two of the standing committees as determined in his or her sole discretion.
 3. All other committees, including ad hoc committees, shall select their own chair.
 4. At no time shall a member of the City Council chair more than two standing committees at the same time.
 5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the City Council.
 6. Standing committee membership shall be determined by the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.

- E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a special Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council Members.

Section 2. That section 03.01A.100 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.100 Mayor

- A. As provided in the City Charter, the mayor is the chief executive and administrative officer of the City with final authority over the employment, termination and assignment of all employees of the City, not including the elected officers, except that:
 - 1. the appointment of the city attorney, the city clerk and the administrative heads and acting or interim head of each department requires approval of the city council; provided:
 - a. any appointee for which city council approval is required pursuant to section 24 of the City Charter and this section shall be placed on the agenda of the next available city council meeting following the mayor's appointment of the appointee;
 - b. the city council shall consider for approval those persons who are appointed by the mayor as interim or acting department head for approval no later than 30 days after the start of that person's service as interim or acting department head; and
 - c. no interim or acting department head shall serve in such capacity for longer than 120 days after the city council's approval as such, which period can be extended for an additional 120 days by city council resolution;
 - 2. the appointment of the head of the department of parks and recreation requires the concurrence of the park board;

3. the appointment of the head and assistant head of the retirement department requires the concurrence of the retirement board;
 4. the appointment of persons to positions within the classified service, and their discharge, must follow the procedures of the civil service system;
 5. the number of positions in the City government is determined in the annual budget;
 6. some individuals, such as the director of Spokane area workforce development council administration, the library director, chief examiner, and the clerk of the municipal court, are appointed or directed by a board or agency by charter, statute or intergovernmental contract;
 7. state law may impose a requirement, such as a license, for the performance of a particular function.
- B. The mayor may appoint such assistants, who are variously referred to as city administrator, division director, department director, or assistant director, as deemed necessary for the efficient operation of City government, subject always to city council approval of positions and salaries through the budget process.
- C. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- D. As provided in SMC 1.02.130, the mayor may delegate to assistants specific functions, authority and responsibility, including the signing of documents.
- E. As provided in SMC 1.02.130, the mayor may delegate specific functions, authority and responsibility, including the signing of documents.
- F. The mayor exercises direct supervision of the departments of communications and public affairs, retirement, and equal employment opportunity and contract compliance.
- G. The mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	ORD C35429
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MIKE FAGAN 509 625-6257
Contact E-Mail	MFAGAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	ORDINANCE RELATING TO COUNCIL CONFIRMATION OF MAYORAL APPOINTMENTS

Agenda Wording

An ordinance relating to City Council confirmation of Mayoral appointments; amending SMC sections 2.005.010, 3.01A.100, and 3.01A.195.

Summary (Background)

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35429

An ordinance relating to City Council confirmation of Mayoral appointments; amending SMC sections 2.005.010, 3.01A.100, and 3.01A.195.

WHEREAS, in 1999, the people of the City of Spokane elected for themselves a new, strong-mayor form of government; and

WHEREAS, Sections 4 of the Spokane City Charter establishes that Spokane is a strong-mayor form of government; and

WHEREAS, Section 5 of the Spokane City Charter establishes that the Mayor is the chief executive officer of the City; and

WHEREAS, the Mayor has final authority over the employment, termination and assignment of all employees of the City pursuant to SMC 03.01A.100(A); and

WHEREAS, the public deserves to have a qualified, professional City workforce; and

WHEREAS, a person's qualifications to serve in public employment should not be contingent on the political composition of the City Council considering his or her appointment; and

WHEREAS, political sycophancy should be neither a prerequisite for public employment nor a substitute for substantive professional qualification; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 2.005.010 is amended to read as follows:

2.005.010 Council President and City Council

A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:

1. Appoint, evaluate and discharge the Hearing Examiner;
2. appoint, evaluate, and discharge the City Council's Senior Research and Policy Analyst;

3. appoint, evaluate, and discharge the City Council's Policy Advisor;
 4. confirm the appointment by the Mayor of the City Attorney, the City Clerk, and the administrative head in each department and division, considering only the appointments' qualifications for service;
 5. appoint nominees of the Mayor to boards, commissions, and other official City agencies, considering only the nominees' qualifications for service, unless otherwise provided;
 6. hire, supervise, evaluate, and discharge their own administrative staff;
 7. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.
- D. The City Council shall establish committees to assist in the performance of its assigned duties.
1. The standing committees shall have a minimum of three members, one from each of the three City Council districts.
 2. The council president may chair two of the standing committees as determined in his or her sole discretion.
 3. All other committees, including ad hoc committees, shall select their own chair.
 4. At no time shall a member of the City Council chair more than two standing committees at the same time.

5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the City Council.
 6. Standing committee membership shall be determined by the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a special Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council Members.

Section 2. That SMC 3.01A.100 is amended to read as follows:

3.01A.100 Mayor

- A. As provided in the City Charter, the mayor is the chief executive and administrative officer of the City with final authority over the employment, termination and assignment of all employees of the City, not including the elected officers, except that:
1. the appointment of the city attorney, the city clerk and the administrative heads of each department requires approval of the appointment's qualifications for service by the city council;

2. the appointment of the head of the department of parks and recreation requires the concurrence of the park board;
 3. the appointment of the head and assistant head of the retirement department requires the concurrence of the retirement board;
 4. the appointment of persons to positions within the classified service, and their discharge, must follow the procedures of the civil service system;
 5. the number of positions in the City government is determined in the annual budget;
 6. some individuals, such as the director of Spokane area workforce development council administration, the library director, chief examiner, and the clerk of the municipal court, are appointed or directed by a board or agency by charter, statute or intergovernmental contract;
 7. state law may impose a requirement, such as a license, for the performance of a particular function.
- B. The mayor may appoint such assistants, who are variously referred to as city administrator, division director, department director, or assistant director, as deemed necessary for the efficient operation of City government, subject always to city council approval of positions and salaries through the budget process.
- C. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- D. As provided in SMC 1.02.130, the mayor may delegate to assistants specific functions, authority and responsibility, including the signing of documents.
- E. As provided in SMC 1.02.130, the mayor may delegate specific functions, authority and responsibility, including the signing of documents.

- F. The mayor exercises direct supervision of the departments of communications and public affairs, retirement, and equal employment opportunity and contract compliance.
- G. The mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

Section 3. That SMC 3.01A.195 is amended to read as follows:

3.01A.195 Department Head Approval Process

- A. The City Attorney, the City Clerk, and the administrative head of each department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by the City Council. In considering a Mayoral appointment for these positions, the City Council may take into consideration only the appointee's qualifications for service based on his or her education, experience, professional background, and other similar expertise that is relevant to the position.
- B. The appointment of the head of the Parks and Recreation department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until the appointment has been concurred with by the Park Board and approved by the City Council. In considering a Mayoral appointment for this position, the City Council may take into consideration only the appointee's qualifications for service based on his or her education, experience, professional background, and other similar expertise that is relevant to the position.
- C. The appointment of the head of the Retirement Department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until the appointment has been concurred with by the Retirement Board and approved by the City Council. In considering a Mayoral appointment for this position, the City Council may take into consideration only the appointee's qualifications for service based on his or her education, experience, professional background, and other similar expertise that is relevant to the position.
- D. Pursuant to section 24 of the Charter, each department may have no more than two employees who are exempt from civil service: the department director and an assistant department director.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date