

**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, JANUARY 23, 2017

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

COUNCIL BRIEFING SESSION—3:30 P.M.
COUNCIL CHAMBERS — CITY HALL
808 W SPOKANE FALLS BLVD

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M.
COUNCIL CHAMBERS — CITY HALL
808 W SPOKANE FALLS BLVD

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. Operations Contracts for 2017 with: | Approve
All | |
| a. West Central Community Center—\$111,939.50. | | OPR 2017-0016 |
| b. Southwest Central Community Center—\$37,100.50. | | OPR 2017-0017 |
| c. Northeast Central Community Center—\$125,904.50. | | OPR 2017-0018 |
| d. East Central Community Center—\$172,223. | | OPR 2017-0024 |
| Alicia Ayars | | |
| 2. Contract Extension with Corvel Healthcare Corp. (Seattle, WA) to provide medical bill review and related services for the City Workers' Compensation program from January 1, 2017 through December 31, 2017—not to exceed \$100,000. (First of two one-year extensions) | Approve | OPR 2013-0875
BID 3932-13 |
| Chris Cavanaugh | | |
| 3. Contracts for the University District Pedestrian/Bicycle Bridge (East Central Neighborhood) with: | Approve
All | |
| a. S. M. Hansen Consulting (Liberty Lake, WA) for Project Management services—\$54,600. An | | OPR 2017-0019
ENG 2012119 |

Administrative reserve of \$5,460, which is 10% of the contract price, will be set aside.

- b. KPFF Consulting Engineers, Inc.—\$1,080,240.73.
An Administrative reserve of \$108,024.07, which is 10% of the contract price, will be set aside.

PRO 2017-0008
ENG 2012119

Dan Buller

4. Contract Renewals with Structured Communications Systems, Inc. (Spokane, WA) from January 1, 2017, through January 31, 2018, for: Approve
All

- a. 24/7 Hardware and Software Maintenance and Support—\$81,019.15. OPR 2015-1109

- b. Veritas Support & NetBackup Annual Maintenance—\$108,724.35. OPR 2012-1035

Michael Sloon

5. Contract Amendment with Craig Trueblood, Esq., of K&L Gates (Seattle, WA) to provide the Wastewater Department and the Legal Department with Special Environmental Counsel legal services regarding the City's TMDL and NPDES permitting matters—\$50,000. Total Maximum Contract Amount: \$200,000. Approve
OPR 2013-0072

Elizabeth Schoedel

6. Report of the Mayor of pending: Approve &
Authorize
Payments
CPR 2017-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2017: \$_____. CPR 2017-0003

7. City Council Meeting Minutes: _____, 2017. Approve
All
CPR 2017-0013

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.

TOWN HALL / 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

Spokane Park Board: One Appointment. (Deferred from December 12, 2016, Agenda)

Confirm

CPR 1981-0402

Civil Service Commission: One Appointment.

Confirm

CPR 1981-0271

Plan Commission: Three Re-Appointments and Two Appointments.

Confirm

CPR 1981-0295

Historic Landmarks Commission: Two Appointments.

Confirm

CPR 1981-0122

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)

TOWN HALL 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).

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCE

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|---|
| RES 2017-0006 | Providing for the regular meeting times for the City Council Committees and Study Session.
Council President Stuckart |
| RES 2017-0007 | Supporting the renewal and expansion of the Motion Picture Competitiveness Program.
Council President Stuckart |
| ORD C35468 | Relating to public development authorities; repealing chapters 4.25B and 4.25C of the Spokane Municipal Code
Council President Stuckart |

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for January 23, 2017
(per Council Rule 2.1.2)**

TOWN HALL 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 January 23, 2017, Regular Legislative Session of the City Council is adjourned to January 30, 2017.

NOTES

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

01/23/2017

Date Rec'd

1/10/2017

Clerk's File #

OPR 2017-0016

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #****Contact Name/Phone**

ALICIA AYARS 625-6780

Project #**Contact E-Mail**

AAYARS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

WEST CENTRAL COMMUNITY CENTER OPERATIONS CONTRACT

Agenda Wording

West Central Community Center Operations Contract for 2017.

Summary (Background)

West Central Community Center provides a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

Fiscal Impact**Budget Account**

Expense \$ 111,939.50

0350-57200-57500-54201

Select \$

#

Select \$

#

Select \$

#

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

MALLAHAN, JONATHAN

Study Session

CHE 1/9/2017

Division Director

MALLAHAN, JONATHAN

Other**Finance**

DAVIS, LEONARD

Distribution List**Legal**

WHALEY, HUNT

AAYARS@SPOKANECITY.ORG

For the Mayor

SANDERS, THERESA

JMALLAHAN@SPOKANECITY.ORG

Additional Approvals

MHUGHES@SPOKANECITY.ORG

Purchasing

CBRAZINGTON@SPOKANECITY.ORG

KFERRARO@WESTCENTRALCC.ORG



City of Spokane

CONTRACT

Title: **WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION FUNDING**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 1603 North Belt, Spokane, Washington 99205, as ("West Central Community Center").

WHEREAS, the West Central Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the West Central Community Center for the purpose of serving the needs of the West Central Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital.

- - Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** The West Central Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, West Central Community Center may use City funding to meet these needs with prior written approval from the City.
2. **COMPENSATION.** The City shall pay the West Central Community Center **ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED THIRTY NINE AND 50/100 DOLLARS (\$111,939.50)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials and direct client assistance. City funds may be used as match dollars for third party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the West Central Community Center through donor development, grant writing or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the West Central Community Center thirty (30) days written notice of any revision. The parties agree that this is an

annual contract, and by no means a guarantee of future funding. Any additional cost incurred by the West Central Community Center will be agreed upon prior to use and shall be billed to the City.

3. PAYMENT. The West Central Community Center shall send quarterly applications of one-fourth (1/4) of the total Contract to the City's Neighborhood and Business Services Department, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the West Central Community Center's application.

4. TERM. This Contract shall begin January 1, 2017 and run through December 31, 2019, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

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

6. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

7. TAXES. The West Central Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

8. INSURANCE. During the term of the Contract, the West Central Community Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the West Central Community Center's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the West Central Community Center's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the West Central Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the West Central Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The

COI shall specify the City as "additional insured", and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The West Central Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

10. INTERNAL AUDITING CONTROL. The West Central Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

11. REPORTS. The West Central Community Center shall submit a quarterly report to the City's Community and Neighborhood Services Director which includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones for the next quarter.

12. LIABILITY.

- A. The West Central Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the West Central Community Center, its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third part is directed at work or action taken by the West Central Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the West Central Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement, and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations applicable to the subject matter of this Contract.

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

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

WEST CENTRAL COMMUNITY DEVELOPMENT
ASSOCIATION

Email Address: _____

By: _____

Title: _____

COMMUNITY, HEALTH, & ENVIRONMENT BRIEFING PAPER

City of Spokane
Neighborhood & Business Services
Monday, January 09, 2017

Subject

Annual operation contracts with for Community Centers.

Background

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

City funding for community centers provides a flexible funding source that can be leveraged for investment of third party grants and protects the City's investment in community center infrastructure.

Funding for each center has been maintained at 2016 levels, 2015 & 2016 funding levels have been provided for context.

Community Center	2015	2016	2017
North East Community Center	\$125,904.50	\$125,904.50	\$125,904.50
Southwest Community Center	\$37,400.50	\$37,100.50	\$37,100.50
West Central Community Center	\$111,939.50	\$111,939.50	\$111,393.50

East Central Community Center (ECCC):

The East Central Community Centers Operations Contract is set up on a 2 year term with an option for the City to extend the contract in 2-year increments up to 10 years. The option to extend is at the discretion of the City and is based on contractual performance.

An Evaluation Panel of community stakeholders came together to evaluate East Central Community Organization's (ECCO) performance in implementing the City's operations contract. The evaluation team consisted of representatives from the East Central Neighborhood Council, City Council, ECCC Tenant, ECCC client/users, ECCC partner agencies, and City staff.

After a review process that included a town hall meeting for public input and meetings with the Evaluation Panel from September to October the Panel has recommended a six month extension of ECCO's Operations Contract in 2017 which will allow for continued service to the community. The panel has also recommended that the City develop an RFP for soliciting a new operations agency of the ECCC. During the six month time frame development, solicitation and selection of a new operations agency will commence.

ECCO has been invited to submit a new proposal for the continued operation of the Center through this process and contingent on the outcome of the RFP process, the City may extend the contract to a longer term. The RFP development and solicitation will begin during the first quarter of 2017, selection of the operations agency and establishment of the operator of the center to be completed in quarter two.

As we move forward, we have identified the following values that will guide our actions and process:

- Continuation of service to the East Central Community.
- Respect for ECCO and center staff and their contribution and hard work in operating the center.
- Transparency in process and communication with the community and other stakeholders.

The cost of the operations contract six month extension will be \$172,223.00.

Community Center	2015	2016	2017
*East Central Community Center	\$374,446.00	\$344,446.00	\$172,223.00

Action

Approve 2017 operations contracts for North East Community Center, Southwest Community Center and West Central Community Center.

Funding

\$274,398.50 funding excluding ECCC contract (\$446,621.50 including ECCC).

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

01/23/2017

Date Rec'd

1/10/2017

Clerk's File #

OPR 2017-0017

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #****Contact Name/Phone**

ALICIA AYARS 625-6780

Project #**Contact E-Mail**

AAYARS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

SOUTHWEST COMMUNITY CENTER OPERATIONS CONTRACT

Agenda Wording

Southwest Community Center Operations Contract for 2017.

Summary (Background)

Southwest Community Center provides a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

Fiscal Impact**Budget Account**

Expense \$ 37,100.50

0350-57400-57500-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

MALLAHAN, JONATHAN

Study Session

CHE 1/9/2017

Division Director

MALLAHAN, JONATHAN

Other**Finance**

DAVIS, LEONARD

Distribution List**Legal**

WHALEY, HUNT

AAYARS@SPOKANECITY.ORG

For the Mayor

SANDERS, THERESA

JMALLAHAN@SPOKANECITY.ORG

Additional Approvals

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Purchasing

CBRAZINGTON@SPOKANECITY.ORG

MREILLY1950@OUTLOOK.COM

DANIELA@CPAGOODMAN.COM



2017 MEMORANDUM OF UNDERSTANDING

CITY OF SPOKANE AND JAMES E. CHASE YOUTH COMMISSION AND CHASE YOUTH FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE**, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the **JAMES E. CHASE YOUTH COMMISSION**, organized pursuant to section 4.23.010 of the Spokane Municipal Code, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Commission"); and the **CHASE YOUTH FOUNDATION**, a non-profit corporation, located at 10 North Post Street, Suite 446, Spokane, Washington 99210 ("Chase Youth Foundation").

WHEREAS, for the general purpose of providing a structure within local government to serve as a voice for youth, the City established the James E. Chase Youth Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane area children and youth; and

WHEREAS, the Chase Youth Foundation was formed to be a fund-raising arm of the Youth Department and the Chase Youth Commission; and

WHEREAS, due to funding cuts, the City eliminated its Youth Department, but is committed to promoting programs for the youth of the Spokane area;

- - Now, Therefore,

The parties agree as follows:

1. **TERM.** This MOU shall take effect January 1, 2017 and shall terminate on December 31, 2019. It is the intent of the parties to continue this MOU in future years, subject to funding allocations. This MOU may be terminated earlier, by mutual consent of all parties. In the event of termination, the Chase Youth Foundation shall provide the City with an accounting of all funds in its possession and transfer those receipts, along with any restrictions thereon, to the Chase Youth Commission.

2. **CHASE YOUTH COMMISSION MISSION AND GOALS.**

A. The intent of the Chase Youth Commission is to improve the quality of life for children and youth in the Spokane area by creating and maintaining a positive environment for all Spokane area youth through partnerships that foster community resources for youth involvement, leadership, recognition and empowerment.

B. The goals of the Chase Youth Commission are to:

- 1) Be a community leader in the identification of issues affecting youth;
- 2) Serve as an advocate for youth needs and improvement in youth policies, and to directly engage the community in this process;
- 3) Involve youth in the community decision-making process;

- 4) Recognize accomplishments of children and youth and promote the value of youth in our community; and
 - 5) Develop new programs, initiatives and resources for youth.
3. CHASE YOUTH FOUNDATION REPRESENTATIONS. The Chase Youth Foundation represents and acknowledges the following with regard to its operation, creation and purposes:
- A. The Chase Youth Foundation is created and operated primarily in support of the Chase Youth Commission's vision, mission and goals, and its work will be compatible with these interests and goals;
 - B. The Chase Youth Foundation will have as its purpose to secure, purchase, manage and invest privately raised funds for the benefit of the Chase Youth Commission's programs;
 - C. The Chase Youth Foundation will operate as a private legal entity separate and apart from the City and the Chase Youth Commission;
 - D. The Chase Youth Foundation will use sound fiscal and auditing procedures;
 - E. The Chase Youth Foundation will not interfere with day-to-day Chase Youth Commission operations; and
 - F. The Chase Youth Foundation will maintain its status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.
4. PROGRAMS.
- A. Programs and services must be designed to recognize and honor contributions of area youth to community, schools and/or government, provide opportunities for youth to become involved in local and state governmental activities, including shaping public policy, developing opportunities for youth to advance leadership skills and facilitate personal growth;
 - B. The Chase Youth Commission shall submit semi-annual reports detailing program activities (deliverables) to the Mayor or designee; and
 - C. The Chase Youth Commission and Executive Director will annually discuss priorities and project ideas and jointly determine the foregoing year's work plan. Generally, the Chase Youth Commission's projects encourage and recognize teen's positive attributes, expand opportunities for them to better the community or influence decisions, and give them on-the-job training that will help them succeed in school, work and life. Skill areas include: project organization, writing, public speaking, budgeting and marketing. Students also learn how to evaluate their performance through reflection and suggest ways to improve for next year. In combination, these skills and opportunities build youth voice in our community. In addition to general support for youth engagement and skill building as in Section 3, the Chase Youth Commission will at a minimum host:
 - 1) Two (2) events, open to the general public, which recognize teen's positive attributes and contributions to our community; and
 - 2 A youth led public policy forum on a topic impacting youth and the broader community.
 - D. Provide meeting support and direction for the Teen Advisory Council (TAC) which currently meets monthly as a regular body, plus meets with Chase Youth Commission to work on projects; and
 - E. Provide support and direction for:

- 1) Volunteer recruitment, training, and placement;
- 2) Communications – emails, press releases, website and Facebook postings, if appropriate;
- 3) Reports on projects and outcomes to City Administration, City Council and Board of County Commissioners; and
- 4) Secure funding to support projects, meetings, and general operations.

5. FUNDING. The City agrees to provide a maximum not to exceed **FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** to the Chase Youth Foundation as fiscal agent for the Chase Youth Commission for services provided by the Chase Youth Commission in the 2017 calendar year. Payment shall be made quarterly in arrears of services performed.

6. ACCOUNTABILITY AND STEWARDSHIP. As the parties want to maintain the highest levels of accountability and stewardship, the parties shall share information with the each other as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure programs are successfully provided, donated funds are accounted for, and expenditures are made in accordance with donors' wishes. The Chase Youth Commission and Chase Youth Foundation shall provide a current list of their officers and directors to the City.

7. DONATIONS TO CHASE YOUTH FOUNDATION.

A. The Chase Youth Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the Chase Youth Commission.

- 1) Responsibility for governance of the Chase Youth Foundation, including investment of gifts and endowments, resides with the Chase Youth Foundation's Board.
- 2) Gifts made for a designated purpose will be dedicated in their entirety to that purpose, unless it is specifically stated that an administrative charge will be applied.

B. CONDITIONS OF GIFT ACCEPTANCE. The Chase Youth Foundation in accepting gifts of all kinds, shall:

- 1) Ensure that gifts designated for specific purposes are in compliance with the Chase Youth Commission's mission and goals;
- 2) Ensure that gifts are promptly reported to and approved for acceptance by the City and/or Chase Youth Commission;
- 3) Coordinate its funding goals, programs and campaigns with the Chase Youth Commission; and
- 4) Any gift, grant, or contract that includes a financial or contractual obligation binding upon the City must have prior concurrence in writing from the Mayor or designee.

8. FINANCIAL PROCEDURES.

A. STANDARDS. The Chase Youth Foundation will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it shall ensure the following standards are applied:

- 1) PRUDENT PRACTICES. In general, Chase Youth Foundation investment procedures should be conducted in accordance with applicable state law, prudent, sound practices to ensure that gift assets are protected and enhanced, that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Chase Youth Foundation's Board. The investments must be consistent with the terms of the gift instrument; and
- 2) ADMINISTRATION OF INCOME. Income from investments, net of administration fees, shall be administered in accordance with pertinent Chase Youth Foundation policies, and, where appropriate, transferred to the City and/or Chase Youth Commission.

- B. FINANCIAL STATEMENTS. The Chase Youth Foundation shall maintain financial records in accordance with Generally Accepted Accounting Principles (GAAP); and
- C. INSPECTION OF CHASE YOUTH FOUNDATION RECORDS. Because private funds are raised to support public projects, the Chase Youth Foundation will permit, on reasonable notice, authorized City officials or their designees to inspect all Chase Youth Foundation books and records, except to the extent the inspection violates rights to privacy or confidential donor information.
9. CITY'S ASSISTANCE TO THE CHASE YOUTH COMMISSION AND CHASE YOUTH FOUNDATION. As long as the Chase Youth Commission and Chase Youth Foundation comply with all provisions of this MOU, the City will assist them in the following manner:
- A. Allow the Chase Youth Commission and Chase Youth Foundation to use the name and images of the City of Spokane;
- B. Provide the Chase Youth Commission with assistance in Chase Youth Commission activities at the discretion of the Mayor or designee, and consistent with what is permitted under state and federal law; and
- C. Assist the Chase Youth Foundation by suggesting and recommending donors and contributions to the Chase Youth Foundation.
10. ENTIRE AGREEMENT. This MOU represents a full integration of the parties' entire agreement with respect to the matters specified herein.
11. GOVERNING LAW AND VENUE. It is understood that this MOU shall be governed by, construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this MOU shall be in a court of competent jurisdiction located in the County of Spokane, Washington.
12. SEVERABILITY. Any provision of the MOU which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.
13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The parties agree to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the parties.
14. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.
15. LIABILITY. The Chase Youth Foundation shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Chase Youth Foundation's performance of this MOU, except to the extent of those claims arising from the sole negligence of the City, its officers and employees. The Chase Youth Foundation's liability shall be limited to the maximum amounts of insurance coverage in section 16 (below).
16. INSURANCE. During the term of the MOU, the Chase Youth Foundation shall maintain in force at its own expense, the following types and amounts of insurance:

- A. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Chase Youth Foundation's services to be provided under this MOU; and
- B. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

JAMES E. CHASE YOUTH
COMMISSION

By: _____

Title: _____

Dated: _____

CHASE YOUTH FOUNDATION

By: _____

Title: _____

16-208

COMMUNITY, HEALTH, & ENVIRONMENT BRIEFING PAPER

City of Spokane
Neighborhood & Business Services
Monday, January 09, 2017

Subject

Annual operation contracts with for Community Centers.

Background

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

City funding for community centers provides a flexible funding source that can be leveraged for investment of third party grants and protects the City's investment in community center infrastructure.

Funding for each center has been maintained at 2016 levels, 2015 & 2016 funding levels have been provided for context.

Community Center	2015	2016	2017
North East Community Center	\$125,904.50	\$125,904.50	\$125,904.50
Southwest Community Center	\$37,400.50	\$37,100.50	\$37,100.50
West Central Community Center	\$111,939.50	\$111,939.50	\$111,393.50

East Central Community Center (ECCC):

The East Central Community Centers Operations Contract is set up on a 2 year term with an option for the City to extend the contract in 2-year increments up to 10 years. The option to extend is at the discretion of the City and is based on contractual performance.

An Evaluation Panel of community stakeholders came together to evaluate East Central Community Organization's (ECCO) performance in implementing the City's operations contract. The evaluation team consisted of representatives from the East Central Neighborhood Council, City Council, ECCC Tenant, ECCC client/users, ECCC partner agencies, and City staff.

After a review process that included a town hall meeting for public input and meetings with the Evaluation Panel from September to October the Panel has recommended a six month extension of ECCO's Operations Contract in 2017 which will allow for continued service to the community. The panel has also recommended that the City develop an RFP for soliciting a new operations agency of the ECCC. During the six month time frame development, solicitation and selection of a new operations agency will commence.

ECCO has been invited to submit a new proposal for the continued operation of the Center through this process and contingent on the outcome of the RFP process, the City may extend the contract to a longer term. The RFP development and solicitation will begin during the first quarter of 2017, selection of the operations agency and establishment of the operator of the center to be completed in quarter two.

As we move forward, we have identified the following values that will guide our actions and process:

- Continuation of service to the East Central Community.
- Respect for ECCO and center staff and their contribution and hard work in operating the center.
- Transparency in process and communication with the community and other stakeholders.

The cost of the operations contract six month extension will be \$172,223.00.

Community Center	2015	2016	2017
*East Central Community Center	\$374,446.00	\$344,446.00	\$172,223.00

Action

Approve 2017 operations contracts for North East Community Center, Southwest Community Center and West Central Community Center.

Funding

\$274,398.50 funding excluding ECCC contract (\$446,621.50 including ECCC).

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

01/23/2017

Date Rec'd

1/10/2017

Clerk's File #

OPR 2017-0018

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #****Contact Name/Phone**

ALICIA AYARS 625-6780

Project #**Contact E-Mail**

AAYARS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

NORTHEAST COMMUNITY CENTER OPERATIONS CONTRACT

Agenda Wording

Northeast Community Center Operations Contract for 2017.

Summary (Background)

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

Fiscal Impact**Budget Account**

Expense \$ 125,904.50

0350-57300-57500-54201

Select \$

#

Select \$

#

Select \$

#

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

MALLAHAN, JONATHAN

Study Session

CHE 1/9/2017

Division Director

MALLAHAN, JONATHAN

Other**Finance**

DAVIS, LEONARD

Distribution List**Legal**

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



City of Spokane

CONTRACT

Title: **NORTHEAST COMMUNITY
CENTER FUNDING**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **NORTHEAST COMMUNITY CENTER ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as ("Northeast Community Center").

WHEREAS, the Northeast Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the Northeast Community Center for the purpose of serving the needs of the Northeast Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital.

- - Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** The Northeast Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, Northeast Community Center may use City funding to meet these needs with prior written approval from the City.

2. **COMPENSATION.** The City shall pay the Northeast Community Center **ONE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FOUR AND 50/100 DOLLARS (\$125,904.50)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials and direct client assistance. City funds may be used as match dollars for third party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the Northeast Community Center through donor development, grant writing or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Northeast Community Center thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding. Any additional cost incurred by the Northeast Community Center will be agreed upon prior to use and shall be billed to the City.

3. PAYMENT. The Northeast Community Center shall send quarterly applications of one-fourth (1/4) of the total Contract to the City's Neighborhood and Business Services Department, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the Northeast Community Center's application.

4. TERM. This Contract shall begin January 1, 2017 and run through December 31, 2019, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

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

6. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

7. TAXES. The Northeast Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

8. INSURANCE. During the term of the Contract, the Northeast Community Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Northeast Community Center's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Northeast Community Center's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the Northeast Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Northeast Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured", and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best.

Copies of all applicable endorsements shall be provided. The Northeast Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

10. INTERNAL AUDITING CONTROL. The Northeast Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

11. REPORTS. The Northeast Community Center shall submit a quarterly report to the City's Community and Neighborhood Services Director which includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones for the next quarter.

12. LIABILITY.

A. The Northeast Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Northeast Community Center, its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Northeast Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Northeast Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.

B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement, and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations applicable to the subject matter of this Contract.

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

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

NORTHEAST COMMUNITY CENTER
ASSOCIATION

Email Address: _____

By: _____

Title: _____

COMMUNITY, HEALTH, & ENVIRONMENT BRIEFING PAPER

City of Spokane
Neighborhood & Business Services
Monday, January 09, 2017

Subject

Annual operation contracts with for Community Centers.

Background

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

City funding for community centers provides a flexible funding source that can be leveraged for investment of third party grants and protects the City's investment in community center infrastructure.

Funding for each center has been maintained at 2016 levels, 2015 & 2016 funding levels have been provided for context.

Community Center	2015	2016	2017
North East Community Center	\$125,904.50	\$125,904.50	\$125,904.50
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West Central Community Center	\$111,939.50	\$111,939.50	\$111,393.50

East Central Community Center (ECCC):

The East Central Community Centers Operations Contract is set up on a 2 year term with an option for the City to extend the contract in 2-year increments up to 10 years. The option to extend is at the discretion of the City and is based on contractual performance.

An Evaluation Panel of community stakeholders came together to evaluate East Central Community Organization's (ECCO) performance in implementing the City's operations contract. The evaluation team consisted of representatives from the East Central Neighborhood Council, City Council, ECCC Tenant, ECCC client/users, ECCC partner agencies, and City staff.

After a review process that included a town hall meeting for public input and meetings with the Evaluation Panel from September to October the Panel has recommended a six month extension of ECCO's Operations Contract in 2017 which will allow for continued service to the community. The panel has also recommended that the City develop an RFP for soliciting a new operations agency of the ECCC. During the six month time frame development, solicitation and selection of a new operations agency will commence.

ECCO has been invited to submit a new proposal for the continued operation of the Center through this process and contingent on the outcome of the RFP process, the City may extend the contract to a longer term. The RFP development and solicitation will begin during the first quarter of 2017, selection of the operations agency and establishment of the operator of the center to be completed in quarter two.

As we move forward, we have identified the following values that will guide our actions and process:

- Continuation of service to the East Central Community.
- Respect for ECCO and center staff and their contribution and hard work in operating the center.
- Transparency in process and communication with the community and other stakeholders.

The cost of the operations contract six month extension will be \$172,223.00.

Community Center	2015	2016	2017
*East Central Community Center	\$374,446.00	\$344,446.00	\$172,223.00

Action

Approve 2017 operations contracts for North East Community Center, Southwest Community Center and West Central Community Center.

Funding

\$274,398.50 funding excluding ECCC contract (\$446,621.50 including ECCC).

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

01/23/2017

Date Rec'd

1/13/2017

Clerk's File #

OPR 2017-0024

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #****Contact Name/Phone**

ALICIA AYARS 625-6780

Project #**Contact E-Mail**

AAYARS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

EAST CENTRAL COMMUNITY CENTER OPERATIONS CONTRACT

Agenda Wording

East Central Community Organization Operations Contract.

Summary (Background)

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

Fiscal Impact**Budget Account**

Expense \$ 172,223.00

0350-57110-57500-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

MALLAHAN, JONATHAN

Study Session

CHE 1/9/2017

Division Director

MALLAHAN, JONATHAN

Other**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **EAST CENTRAL COMMUNITY
CENTER FUNDING**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **EAST CENTRAL COMMUNITY ORGANIZATION**, whose address is Post Office Box 40095, Spokane, Washington, 99220 as ("East Central Community Center").

WHEREAS, the parties entered into a Contract wherein East Central Community Center agreed to provide for the City management of the East Central Community Center; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated November 21, 2012, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2017.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2017.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED TWENTY THREE AND NO/100 DOLLARS (\$172,223.00)** for everything furnished and done under this Contract Extension.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

EAST CENTRAL COMMUNITY ORGANIZATION CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract Extension:

16-207

COMMUNITY, HEALTH, & ENVIRONMENT BRIEFING PAPER

City of Spokane
Neighborhood & Business Services
Monday, January 09, 2017

Subject

Annual operation contracts with for Community Centers.

Background

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

City funding for community centers provides a flexible funding source that can be leveraged for investment of third party grants and protects the City's investment in community center infrastructure.

Funding for each center has been maintained at 2016 levels, 2015 & 2016 funding levels have been provided for context.

Community Center	2015	2016	2017
North East Community Center	\$125,904.50	\$125,904.50	\$125,904.50
Southwest Community Center	\$37,400.50	\$37,100.50	\$37,100.50
West Central Community Center	\$111,939.50	\$111,939.50	\$111,393.50

East Central Community Center (ECCC):

The East Central Community Centers Operations Contract is set up on a 2 year term with an option for the City to extend the contract in 2-year increments up to 10 years. The option to extend is at the discretion of the City and is based on contractual performance.

An Evaluation Panel of community stakeholders came together to evaluate East Central Community Organization's (ECCO) performance in implementing the City's operations contract. The evaluation team consisted of representatives from the East Central Neighborhood Council, City Council, ECCC Tenant, ECCC client/users, ECCC partner agencies, and City staff.

After a review process that included a town hall meeting for public input and meetings with the Evaluation Panel from September to October the Panel has recommended a six month extension of ECCO's Operations Contract in 2017 which will allow for continued service to the community. The panel has also recommended that the City develop an RFP for soliciting a new operations agency of the ECCC. During the six month time frame development, solicitation and selection of a new operations agency will commence.

ECCO has been invited to submit a new proposal for the continued operation of the Center through this process and contingent on the outcome of the RFP process, the City may extend the contract to a longer term. The RFP development and solicitation will begin during the first quarter of 2017, selection of the operations agency and establishment of the operator of the center to be completed in quarter two.

As we move forward, we have identified the following values that will guide our actions and process:

- Continuation of service to the East Central Community.
- Respect for ECCO and center staff and their contribution and hard work in operating the center.
- Transparency in process and communication with the community and other stakeholders.

The cost of the operations contract six month extension will be \$172,223.00.

Community Center	2015	2016	2017
*East Central Community Center	\$374,446.00	\$344,446.00	\$172,223.00

Action

Approve 2017 operations contracts for North East Community Center, Southwest Community Center and West Central Community Center.

Funding

\$274,398.50 funding excluding ECCC contract (\$446,621.50 including ECCC).



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	12/22/2016
Clerk's File #	OPR 2013-0875
Renews #	
Cross Ref #	
Project #	
Bid #	3932-13
Requisition #	CR17618

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	CHRIS CAVANAUGH X6383
Contact E-Mail	CCAVANAUGH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5810 - MEDICAL BILL REVIEW

Agenda Wording

Extend contract with CORVEL HEALTHCARE CORP, SEATTLE, WA to provide medical bill review and related services for the City Workers' Compensation program from January 1, 2017 through December 31, 2017. Cost not to exceed \$100,000.

Summary (Background)

RFP #3932-13 was issued 9/5/13, and proposals were received from 4 companies. This is the first of two one-year extensions allowed by the contract.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 60,000	# 5810-78500-17610-54620-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CAVANAUGH, CHRISTINE	<u>Study Session</u>
<u>Division Director</u>	CAVANAUGH, CHRISTINE	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	rkokot@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	dcoley@spokanecity.org
<u>Additional Approvals</u>		cwahl@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	CorVel Corporation



City of Spokane

**CONTRACT EXTENSION
WITH COST**

**Title: SELF-INSURED WORKERS'
COMPENSATION BILL REVIEW SERVICE**

This Contract Extension with additional cost is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CORVEL HEALTHCARE CORPORATION**, whose address is 2010 Main Street, Suite 600, Irvine, California 92614 as ("CorVel").

WHEREAS, the parties entered into a Contract wherein CorVel agreed to provide SELF-INSURED WORKERS' COMPENSATION BILL REVIEW SERVICES for the City; and

WHEREAS, the original contract allowed for two (2) additional one (1) year extensions; and

WHEREAS, the parties wish to extend the contract

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated January 13, 2014, and January 17, 2014, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2017.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2017.

4. COMPENSATION.

The City shall pay CorVel in accordance with the Cost Proposal submitted with RFP 3932-13.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CORVEL HEALTHCARE CORPORATION

By Michael D. Saverien 12/10/16
Signature Date
Michael D. Saverien
Type or Print Name
SVP
Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

[Signature]
Assistant City Attorney

Attachments that are part of this Agreement:

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

01/23/2017

Date Rec'd

1/5/2017

Clerk's File #

OPR 2017-0019

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0350 - PROJECT MANAGEMENT SERVICES - S. M. HANSEN

Cross Ref #**Project #**

2012119

Bid #**Requisition #**

CR 17659

Agenda Wording

Contract with S. M. Hansen Consulting for Project Management services for the University District Pedestrian/Bicycle Bridge for the amount of \$54,600.00 . An Administrative reserve of \$5,460.00 which is 10% of the contract will be set aside. (East Central Neighborhood Council)

Summary (Background)

The University District Pedestrian/Bicycle Bridge is proposed for construction beginning March 2017 through the fall of 2018. A consultant team will provide construction inspection/management. S. M. Hansen Consulting was selected off the consultant roster as the most qualified firm to represent the city of Spokane's interests in managing the project in large part because Mr. Hansen oversaw most of this bridge's design prior to his retirement.

Fiscal Impact

Expense \$ 60,060.00

Select \$

Select \$

Select \$

Budget Account

3200 95023 95300 56501 99999

#

#

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

DOVAL, MATTHEW

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

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

Public Works 1/9/17

Distribution List

Engineering Admin

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

htrautman@spokanecity.org

shansen2162@gmail.com

kschmitt@spokanecity.org

BRIEFING PAPER
Public Works Committee
Engineering Services
January 9, 2017

Subject:

University District Pedestrian/Bicycle Bridge construction management oversight –
Project Number 2012119

Background:

The proposed University Bridge is proposed for construction beginning March 2017 through fall 2018. A consultant team will provide construction inspection/management.

SM Hansen Consulting was selected off the consultant roster as the most qualified firm to represent the City of Spokane's interests in managing the University District Bridge project in large part because Mr. Hansen oversaw most of this bridge's design while prior to his retirement.

Impact:

Engineering Services proposes to hire SM Hansen Consulting for \$54,600.

Action:

The proposed contract will be placed on council agenda for council approval.

Funding:

The University Bridge project is paid for with both state and local UDRA funds.

January 2, 2017

Mr. Kyle Twohig
Department of Engineering Services
808 W. Spokane Falls Blvd
Spokane WA 99201-3343

Kyle,

Please consider the following proposal for Project Management Services (construction phase) for the University District Bridge, City project number 2012119.

Assumptions:

- Design was completed in 2014 by KPFF Engineers and LMN Architects with minor updates in 2016.
- This bridge project is intended to span 420 feet over the BNSF tracks linking the WSU campus and Sprague Avenue at the Sherman Street alignment and provide for bicycle and pedestrian traffic.
- The most recent Engineers estimate for construction of the facility is \$9.4 million.
- The City is in the process of bidding the project with award anticipated in early 2017.
- Kyle Twohig will be the primary contact with COS staff along with Jonathan Adams, P.E. (Senior Engineer). Additional COS staff support will be provided under Joel Graff, P.E. (Construction Services), Dan Kegley (Water Department and Wastewater Collection Department) Mark Serbousek, P.E. (Street Department and City Bridge Engineer) and Dan Buller, P.E., City Engineer (Engineering Department – Design).
- Construction is anticipated to start in early 2017 and has 300 working days assigned to construction (which roughly equates to 15 calendar months allowing for holidays, BNSF restrictions, and weather related delays). With those restrictions in mind, it is intended that construction may continue through the late fall and winter months.
- Physical completion and punch list items are expected to extend the actual project completion by two (2) to six (6) months, although only minimal management hours would be expended within this time period.
- KPFF Engineers will be the lead structural inspectors and provide support for the project design.
- Parametrix Engineers is on contract with the COS to provide daily construction inspection services.

Services:

- Provide day to day project management representing the interests of the City of Spokane.

819 N. Garry Drive
Liberty Lake, WA 99019
(509) 220-7461

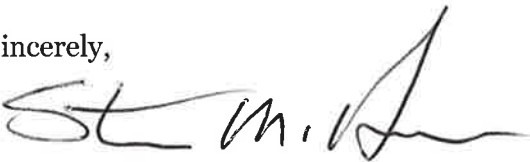
Shansen2162@gmail.com

s.m.hansen consulting
Engineering and Construction Services

- Review and approve all Change Orders. Change orders shall also be counter signed by Kyle Twohig, COS Engineering Manager.
- Insure that all COS stakeholders are represented in major decisions affecting their departments. Also insure that all external stakeholders including WSU campus staff, BNSF Capital Programs staff along with the local Roadmaster, Avista and other affected utilities are included in the communication loop as appropriate.
- Attend weekly construction staff meetings.
- Approve and tabulate all invoices by the contractor and inspection staff. Submit/forward to COS for payment.
- Communicate on a regular basis with the City project lead, Kyle Twohig, by e-mail or otherwise, to keep the COS aware of progress. The City (through Kyle Twohig) will make the final call on all major project deviations.
- Services shall be continuous through substantial completion and then on a lessor basis through physical completion and project wrap-up. Vacation time shall be mutually agreeable.

These services shall be provided for a cost not to exceed \$54,600 based on an estimated 700 hours, at an hourly rate of \$78. This contract shall conclude December 15, 2018.

Sincerely,



Steve Hansen, P.E.

Principal, SM Hansen Consulting

819 N. Garry Drive
Liberty Lake, WA 99019
(509) 220-7461

Shansen2162@gmail.com



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/6/2017
Clerk's File #	PRO 2017-0008
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2012119
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - CONSTRUCTION MANAGEMENT SERVICES - KPFF CONSULTING		

Agenda Wording

Contract with KPFF Consulting Engineers, Inc. for the University District Pedestrian/Bicycle Bridge for the amount of \$1,080,240.73. An Administrative reserve of \$108,024.07 which is 10% of the contract will be set aside. (East Central Neighborhood)

Summary (Background)

The University District Pedestrian/Bicycle Bridge is proposed for construction beginning March 2017 through fall 2018. A consultant team consisting of KPFF (the bridge's designer) and Parametrix (formerly Taylor Engineering, a local civil engineering firm) propose to provide construction inspection/management services since this type of specialized project is not within the realm of expertise of the City's Construction Management office. Engineering Services proposes to hire KPFF/Parametrix

Fiscal Impact		Budget Account	
Expense	\$ 1,188,264.80	#	3200 95023 95300 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 1/9/17
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kschmitt@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
January 9, 2017

Subject:

University District Pedestrian/Bicycle Bridge construction management – Project Number 2012119

Background:

The proposed University Bridge is proposed for construction beginning March 2017 through fall 2018. A consultant team consisting of KPFF (the bridge's designer) and Parametrix (formerly Taylor Engineering, a local civil engineering firm) propose to provide construction inspection/management services since this type of specialized project is not within the realm of expertise of the City's Construction Management office.

Bids were received just before Christmas with the low bid from Garco Construction at approx. \$9.5M.

Impact:

Engineering Services proposes to hire KPFF/Parametrix for \$1,080,240.73. This amount represents approximately 11% of the value of construction which is normal for a project of this size and complexity.

Action:

The proposed contract will be placed on the next council agenda for council approval.

Funding:

The University Bridge project is paid for with both state and local UDRA funds.

**Exhibit A-2
Scope of Work**

Project: **University District Pedestrian / Bicycle Bridge
Construction Engineering and Inspection Services**

Owner: **City of Spokane / City Project #2012119**

Prime Consultant: **KPFF Consulting Engineers, Inc.**

PROJECT DESCRIPTION

The University District Pedestrian / Bicycle Bridge Project comprises Construction Engineering and Inspection (CE & I) services to the City of Spokane to ensure that construction of the improvements is in conformance with the Plans and Contract Provisions.

The project consists of the construction of a 462 foot long cable stayed, three span bridge structure that spans Martin Luther King Boulevard and the Burlington Northern Railroad. The bridge will provide a connection between the Washington State University (WSU) campus on the north and Riverside Avenue and Sprague Avenue on the south.

The north landing is located in a WSU parking lot west of Sherman Street and the south landing is located adjacent to the north edge of Riverside Avenue. The limits of the project include the bridge structure, north landing and the portion of the south landing, north of the south right of way line on Riverside Avenue. The portion of work south of said right of way line on Riverside Avenue is not included in the project.

PROJECT TEAM

The primary project team members assembled for the Construction Engineering and Inspection Services are as follows:

Owner	City of Spokane Engr. Operations Manager - Kyle Twohig City Engineer - Dan Buller, PE Project Manager - Jonathan Adams, PE
Prime Consultant	KPFF Consulting Engineers, Inc. Principal in Charge - David McMullen, PE Design Engineer – Paul Georgieff, PE
Construction Engineering & Inspection	Parametrix Construction Manager - Mike Morse, PE Civil / Site QA / QC – Ron Pace, PE

Site Inspectors	KPFF Consulting Engineers, Inc. Chief Inspector - Chris Kuennen Construction Inspector – TBD Parametrix, Inc. Secondary Construction Inspector – TBD
Document Control and Buy America	Parametrix
On-Site Materials Testing	Budinger and Associates
Bridge Fabrication & Coatings Inspection / Bridge Erection Inspection	Mayes Testing Engineers, Inc.
Geotech Design Conformance / Foundation Elements Inspection	GeoEngineers
Cultural Resources Monitoring	Historical Research Associates, Inc.
Design Team Support Services Bridge Architecture Landscape Architecture Mech. /Elect. Systems	LMN Architects Sherry Pratt Van Voorhis, PS MW Consulting Engineers

TEAM MEMBER ROLES

KPFF will be the the Prime Consultant on the project. **Dave McMullen, PE** will serve as Principal in Charge. Dave will provide principal level project oversight and will manage the contractual and financial aspects of the project. He is authorized to negotiate and execute agreements. Dave will also serve as QA /QC on the structural elements and will provide important continuity from the design phase to the construction engineering and inspection phase.

Mike Morse, PE of **Parametrix** will utilize his knowledge of City of Spokane practices and standards as your Construction Manager and primary point of contact for the duration of the project. Mike is located in Spokane and will provide leadership to the CE & I team and interface with the Contractor.

Ron Pace, PE of **Parametrix** will provide a limited role as a secondary point of contact for any topics that arise during the project. He will be available for key meetings and will also provide QA /QC support for Mike’s work as Construction Manager.

Chris Kuennen of **KPFF** will support Mike Morse in an onsite Construction Management role and be your Chief Inspector for critical components of the work. He will maintain a weekly on-site presence throughout the project and will perform inspection duties for quality assurance of essential work components. Chris will also coordinate the scheduling of subconsultants, daily construction reporting /

documentation and coordination with the Construction Manager and Contractor. Chris' significant on site emphasis will be on the bridge construction elements.

Parametrix will provide a local, experienced general construction inspector throughout the project. **Steve Parker** or **Jim Taccogna** will serve this role, depending upon the timing and specific needs of the construction activities. Both of these professionals have over 25 years of civil / site construction inspection experience in the Inland Northwest and both have successfully inspected numerous projects designed to City of Spokane Standards. Within the role, Steve and / or Jim will draft and submit daily construction reporting and provide continuity to the Contractor and City throughout the project.

Budinger and Associates, Inc. will provide special inspections and materials testing services. Under the direction of **Thomas Black, PE**, they will provide soils testing of embankment operations, inspection of reinforced concrete, hot mix asphalt placement and non-structural concrete such as curbs and sidewalks. They will also provide on-site examination and testing of compaction requirements, concrete mix and slump conformance, and welds and high-strength bolted connections during structural steel erection.

Mayes Testing Engineers, Inc., under the direction of **Michal Mayes, PE**, will provide shop fabrication inspection of structural steel, bridge coatings inspections and field inspection of bridge erection. They will provide audits of the shop fabrication at the Contractor selected shop location. Mayes Testing Engineers will also provide quality control field inspection of the bridge erection at key milestones. Finally, they will also provide shop coatings inspections of the steel elements.

GeoEngineers will provide construction inspection and observation of the below grade foundation elements for conformance with the plans and contract provisions. Under the direction of **Teresa Duggar, PE**, they will inspect the drilled shaft installations and preparation of foundation grades for shallow spread footings.

Steven Dampf, MS of **Historical Research Associates, Inc.** will prepare an archaeological monitoring plan, assist with tribal consultation, conduct archaeological monitoring and prepare a final summary of results for the associated monitoring activity. Their work will be in conformance with Washington Department of Archaeology and Historic Preservation (DAHP) guidelines.

Design Team Support Services for bridge architecture (LMN), landscape architecture (SPVV), and electrical systems (MW) are also included on our team. Design team support services will review structural, architectural, civil, landscape, and electrical submittals. Additionally, they will provide responses to RFIs from the contractor. Their work will also include final sign off and acceptance/rejection of discipline specific components of work and the creation of as-built drawings based on contractor red-lines.

PROJECT SCHEDULE

The project schedule and associated construction management budget are based upon the Contractor obtaining Physical Completion within 300 working days (2400 hours) of Notice to Proceed, as defined in the contract provisions plus 25 working days (200

hours) of start / stop time to initiate and close out the project. It is anticipated that the Contract Time will commence in the first quarter, 2017.

SCOPE OF WORK

The following is a scope of work for the project.

TASK NO. 1 – PROJECT MANAGEMENT AND CONSTRUCTION ENGINEERING

Task No. 1.10 – Team Direction, Oversight and Accounting

Throughout contract, consultant will provide team direction and oversight to project contributors and will perform accounting and billing services for work performed.

Task No. 1.20 - Pre-Construction Services

During contract bidding, the Consultant will support the public bid process in attending the pre-bid meeting, provide document clarification and respond to written bidder questions.

The Consultant will also develop project controls specific to this contract including communication plans, logs and posted working documents.

The City will provide the schedule and meeting location for the pre-construction meeting. The Consultant will attend and facilitate the pre-construction meeting. The Consultant will also prepare and distribute the meeting minutes to the stakeholders.

Task No. 1.30 - Contract Administration

Consultant will provide Construction Management and point of contact for the City and Contractor. Provide interpretation of the plans and contract provisions and verify conformance with these documents, in conjunction with the design team. Provide coordination of the inspection staffing and subconsultants that comprise the construction management team.

Review and monitor the Contractor's construction plan / schedule and track contract working days with respect to contract requirements and changes.

Facilitate communications and maintain an accurate record of correspondence with the City, Contractor and stakeholders. Prepare and distribute correspondence to the City, Contractor and stakeholders, as needed.

Provide an interface and project status coordination with the Contractor's Public Liaison Representative, various City departments and franchise utility companies for impacts to the public and infrastructure elements.

Task No. 1.40 - Field Reports / Documentation

Review, compile and distribute copies of the daily construction reports, including photo documentation, for each aspect of the construction activity. Submit copies on a twice monthly basis to the City. Maintain a record of the inspection field reports.

Task No. 1.50 - Weekly (Periodic) Progress Meetings

Prepare agenda and facilitate weekly construction meetings with the Contractor during construction activity. These meetings may be adjusted to other frequencies during periods of intermittent construction activity. Prepare and distribute the meeting minutes to the City, Contractor and stakeholders.

Task No. 1.60 - Record of Materials (ROM) / Request for Approval of Materials (RAM)

Review Contractor shop drawings, product information, material samples and Requests for Approval of Materials (RAM) prior to construction for conformance with the Plans and Contract Provisions. Develop, update and manage a log of submitted documents. Maintain and distribute Record of Materials (ROM) with weekly progress meetings.

Task No. 1.70 - Changed Conditions / RFI / Change Orders

Review Contractor Request for Information (RFI) and design change requests. Evaluate them with the design team and provide recommendations to the City for action. Prepare independent estimates. Provide written response to Contractor RFI's. Prepare and process construction change authorizations and resultant change orders. Track changes to the approved Plans and Contract Provisions.

Task No. 1.80 - Contractor Payment Applications

Develop field note records, review schedule of values and prepare monthly pay application forms. Cross reference progress documents (such as Record Drawings to date) to the pay application recommendation. Make a recommendation and submit required paperwork to the City for payment to the Contractor. Assist in processing the pay application including acquiring signatures and coordinating electronic files.

TASK NO. 2 – INSPECTION OF CONSTRUCTION WORK**Task No. 2.10 - Civil /Site Construction Observation**

Monitor and document the Contractor's daily activities when work is being performed. Monitor and document the Contractor's work for compliance with plans and contract provisions. Provide copies of the daily reports to the City, Contractor and stakeholders, indicating the status and compliance of the Contractor's work with the Plans and Contract Provisions.

Coordinate inspection assignments, attendance and tasks with the members of the inspection team.

Provide, monitor and update a Quality Assurance Plan throughout construction of the project.

Task No. 2.20 - On-Site Materials Testing / Inspection

Perform soils laboratory testing of onsite and borrow materials to determine compliance with the plans and contract provisions and to determine maximum density / optimum moisture contents.

Provide field density testing of embankments on subgrades and each lift of embankment and trench backfill material, placed in structural, paving, retaining wall and utility areas.

Perform examination of cast in place reinforced concrete forms, reinforcing steel and embedment prior to placement of concrete. Perform inspections, conduct slump and air entrainment testing and cast compressive strength specimens during the placement of structural concrete. Perform laboratory testing of concrete strength for conformance with the Plans and Contract Provisions.

Perform examination of cast in place non-structural concrete such as curbs, sidewalks and slabs on grade. Perform inspections, conduct slump and air entrainment testing and cast compressive strength specimens during the placement of non-structural concrete. Perform laboratory testing of concrete strength for conformance with the Plans and Contract Provisions.

Monitor placement and compaction of asphalt pavement. Perform sampling of asphalt concrete for asphalt content, sieve analysis, volumetrics and maximum density for conformance with the Plans and Contract Provisions.

Review the qualifications and procedures of the welders prior to erection of structural steel elements. Perform examination and testing of field welds and high strength bolt connections for conformance with the Plans and Contract Provisions.

Document and log special inspection locations, dates and results.

Task No. 2.30 - Bridge Shop Fabrication / Shop Coatings Inspections

Provide welding quality assurance of the bridge fabrication by review of the fabricator welding submittals and an audit of the shop fabrication at the yet to be determined fabrication shop location. Perform fabricator paint inspections of the coatings at the shop and on-site for conformance with the Plans and Contract Provisions.

Task No. 2.40 - Foundation Construction Observation

Perform construction observation of drilled shaft foundations, caps and the preparation of foundation grade for shallow depth spread footings for compliance with the plans and contract provisions. Coordinate with the Contractor on their proposed drilling schedule. Observe and verify that the target soil / rock unit has been exposed at foundation grade for shallow spread footings.

Provide geotechnical engineering consultation as needed during construction to answer Contractor questions and to address any requests for design changes.

Task No. 2.50 - Bridge Erection

The design team support personnel will provide onsite observation and technical support during installation of key bridge specific components. These observations will include but not be limited to: pylon erection, girder erection, girder splicing, cable installation, cable tensioning, stay-in-place deck form placement, and deck placement.

Task No. 2.60 - Cultural Resources Monitoring

Prepare an archaeological monitoring plan, assist with tribal consultation, conduct archaeological monitoring and prepare a final summary of results for the associated monitoring activity.

Perform field monitoring during key periods of construction including the mapping of locations being monitored, photo documentation and written documentation. If it is determined that cultural resources are being or may be impacted during construction activity, the monitor will notify the Construction Manager immediately.

The findings and conclusions of the cultural resources monitoring work will be summarized in a technical report in conformance with Washington Department of Archaeology and Historic Preservation (DAHP) guidelines.

TASK NO. 3 – CONTRACT CLOSEOUT AND RECORD DOCUMENTS

Task No. 3.10 - Substantial Completion / Final Inspection / Physical Completion

Facilitate the project completion process by performing inspections of work and making a determination of Substantial Completion. Develop a written list of remaining deficiencies and provide the punch list to the Contractor for corrective actions. Coordinate with the Contractor for the Operational Testing of all mechanical, electrical, irrigation systems / machinery and other systems identified in the Plans and Contract Provisions.

Upon notification from the Contractor of completion of the punch list items and Operational Testing, perform a Final Inspection. Once any

corrective measures are satisfactorily completed and inspected, make a recommendation to the City for the project Physical Completion Date.

Task No. 3.20 - Record Drawings

Compile and deliver to the City a reproducible set of Record Drawings based upon red-lines provided by the Contractor. The Contractor shall be responsible for the content and accuracy of the provided information.

Task No. 3.30 - Project Closeout Documentation / Completion Date

Complete and compile project closeout documents including final payment contract voucher, QC reports, O & M manuals, inspection reports, permit closeout, and Contractor review forms. Compile all documentation from the Contractor required by the contract and governing laws. Once the documentation is accepted, provide a written final acceptance / contract completion letter to the City.

ASSUMPTIONS

The project team understands that a second contract may be let for the extension to Sherman connection at the South edge of the bridge scope. CE&I services for this work is not included within this scope and fee proposal.

This proposal incorporates anticipated level of effort for full 300 working day construction contract plus approximately (8) days preconstruction services prior to the start of construction and (17) days after substantial completion for contract closeout activities.

Project meetings include (1) preconstruction conference, (60) construction progress meetings, (10) preinstallation conferences, and (5) specialty meeting's agenda TBD. Consultant assumes all meetings will be held at a location within 5 miles of the project site (field office, Parametrix office or City of Spokane City Hall).

Consultant will collect material tags and track "Buy America" compliance. Contractor is ultimately responsible for compliance and all costs associated with rework for noncompliance or failure to notify or make available relevant information.

Consultant assumes Certified Payroll requirements are not applicable to this contract.

Consultant assumes 1.5 FTE (12 labor hours) per working day for field observation and quality assurance.

This proposal assumes that the City will review the contractors' proposals for minimum contractual requirements and preparing the unit bid tabulation. The design team will review the bid tabs.

For scoping purposes, document control has assumed (150) Request Approval of Materials (RAMs)(including technical submittals), (65) RFIs, and (16) Change

Management Documents. Services identified include tracking, routing, review and action.

Structural technical submittals and RAMs include, but are not limited to:

RAMs

Conc Class 4000P
Conc Class 4000
Conc Class 4000D
Precast concrete
Anchor bolts
High strength bolts
Rebar (Gr. 60)
Epoxy rebar
Paint
Pigmented sealer
Pipe steel
Plate steel
Rolled sections
Welded shear connectors
Bridge sockets
Strand sockets
Strands
SIP formwork
Strip seals
Silicone seals
Elastomeric bearings
Utility support embeds
Stainless steel
Grating for bridge drain
Mechanical splices

Formwork

Pier 1, 2, and 4 footings
Pier 1 and 4 walls
Pier 3 shaft cap
Lower pylon legs
Closure pour x 2
Pylon crossbeam
Pier 2 columns and cap
Walls
Ballast block
Art substructures

Rebar Shops

Drilled shafts
P1, P2, P4
P3 cap
Lower pylon legs
Crossbeam
Precast pylon
Deck
Walls
Ballast block
Art Substructures

Misc Technical Submittals

Const. sequence
Temporary supports and tiedowns
Shoring or extra excavation
Pylon erection and temp support
Erection plan
Disc bearings
Girder shops
Structural Strand Installation Plan
Camber measurements
Radiographic Inspection Review
Ultrasonic Inspection Review
Mag Particle Inspection Review
Shaft Preconstruction Conference
Shaft QA Test Review
Trolley
Utility supports
Bridge drain
Precast pylon shops (incl embeds)
Painting plan & pre-painting conf.
Expansion joints
Art structures

END OF DOCUMENT

EXHIBIT E-1
KPFF Consulting Engineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST

UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

Classification	Total Hours	X	Rate	=	Cost
C/S Principal/Project Manager	69.00	X	\$62.50	=	\$4,312.50
Civil Principal	34.50	X	\$55.29	=	\$1,907.51
Civil Project Manager	134.50	X	\$37.50	=	\$5,043.75
C/S Senior Engineer	452.50	X	\$40.39	=	\$18,276.48
Civil Project Engineer	218.00	X	\$30.58	=	\$6,666.44
C/S Project Engineer	554.00	X	\$30.00	=	\$16,620.00
CADD Technician	100.00	X	\$44.42	=	\$4,442.00
Project Coordinator	27.00	X	\$25.50	=	\$688.50
			DSC Subtotal		\$57,957.17
Overhead (OH) Cost					
OH Rate x DSC of	137.52%	X	\$57,957.17	=	\$79,702.70
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$57,957.17	=	\$17,387.15
Reimbursables					
Flights + transportation	(Allowance)				\$10,550.00
Mayes Testing Engineers, Inc.	Welding Quality Assurance (sub)				\$30,000.00
Historical Research Associates, Inc.	Cultural Resources (sub)				\$10,800.00
GeoEngineers, Inc.	Geotechnical Engineering (sub)				\$7,639.00
Budinger & Associates	Inspection / Materials Testing (sub)				\$75,000.00
Subtotal					\$133,989.00
Subconsultant Costs (See Exhibit G)					\$791,204.71
GRAND TOTAL:					\$1,080,240.73

COST ESTIMATE: UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

January 3, 2017		KPFF Consulting Engineers								KPFF	
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE -		C/S Principal/Project Manager	Civil Principal	Civil Project Manager	C/S Senior Engineer	Civil Project Engineer	C/S Project Engineer	CADD Technician	Project Coordinator	MULTIPLIER:	
Item	SCOPE OF WORK	\$62.50	\$55.29	\$37.50	\$40.39	\$30.58	\$30.00	\$44.42	\$25.50	2.6752	
1 PROJECT MANAGEMENT & CONSTRUCTION ENGINEERING											
1.10	Team Direction, Oversight and Accounting				9				5	\$1,314	
1.20	Pre-Construction Services	6		16	28					\$5,634	
1.30	Contract Administration				38				12	\$4,925	
1.40	Field Reports / Documentation										
1.50	Weekly (Periodic) Progress Meetings	16		16	32					\$7,738	
1.60	Record of Materials (ROM) / Request for Approval of Materials (RAM)		22	50	140	138	460			\$71,604	
1.70	Changed Conditions / RFI / Change Orders	12	6	20	60	20			10	\$13,702	
1.80	Contractor Payment Applications (16)										
Labor Subtotal:		34	28	102	307	158	460	0	27	\$104,916	
Reimbursables:										\$125,939	
2 INSPECTION OF CONSTRUCTION WORK											
2.10	Civil / Site Construction Observation	30		16	84	16	46			\$20,698	
2.20	On-Site Materials Testing / Inspection										
2.30	Bridge Shop Fabrication / Shop Coatings Inspections										
2.40	Foundation Construction Observation										
2.50	Bridge Erection	4			48		30			\$8,263	
2.60	Cultural Resources Monitoring										
Labor Subtotal:		34	0	16	132	16	76	0	0	\$28,961	
Reimbursables:										\$0	
3 CONTRACT CLOSEOUT AND RECORD DOCUMENTS											
3.10	Substantial Completion / Final Inspection / Physical Completion										
3.20	Record Drawings		4		4	18	18	84		\$13,923	
3.30	Project Closeout Documentation / Completion Date										
Labor Subtotal:		0	4	0	4	18	18	84	0	\$13,923	
Reimbursables:										\$8,050	
4 DESIGN PHASE ADDITIONAL WORK											
4.10	Design Team Supplemental Agreements	1		0.5	2					\$433	
4.20	Progress Reports & Invoices										
4.30	Communications with the City			2	2					\$417	
4.40	Re-Routing/Profiling North Landing Duct Banks		1	5	2	10		4		\$2,159	
4.50	New Lights South of Riverside and Supporting Conduit			1	0.5	3		4		\$875	
4.60	SWPPP Comments Received 10/7		0.5	1	1	1		4		\$839	
4.70	SD Revisions		1	7	2	12		4		\$2,523	
Labor Subtotal:		1	2.5	16.5	9.5	26	0	16	0	\$7,247	
Reimbursables:										\$0	
Labor Sum:		69	34.5	134.5	452.5	218	554	100	27	\$155,047	
Reimbursable Sum:										\$133,989	
								KPFF	\$289,036		

EXHIBIT G-1

KPFF -- Special Projects Department

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

Classification	Total Hours	X	Rate	=	Cost
Associate in Charge	64.00	X	\$47.00	=	\$3,008.00
Chief Inspector	2660.00	X	\$46.00	=	\$122,360.00
Project Management Assistant	0.00	X	\$27.00	=	\$0.00
Admin	36.00	X	\$25.00	=	\$900.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
DSC Subtotal					\$126,268.00
Overhead (OH) Cost	OH Rate x DSC of				
	137.52%	X	\$126,268.00	=	\$173,643.75
Fixed Fee (FF)	FF Rate x DSC of				
	30.00%	X	\$126,268.00	=	\$37,880.40
Reimbursables					
Subtotal					\$0.00
Subconsultant Total:					\$337,792.15

COST ESTIMATE: UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

January 3, 2017		KPFF -- Special Projects Department				KPFF SPD
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE -		Associate in Charge	Chief Inspector	Project Management Assistant	Admin	MULTIPLIER:
Item	SCOPE OF WORK	\$47.00	\$46.00	\$27.00	\$25.00	2.6752
1	PROJECT MANAGEMENT & CONSTRUCTION ENGINEERING					
1.10	Team Direction, Oversight and Accounting	24	128		36	\$21,177
1.20	Pre-Construction Services		88			\$10,829
1.30	Contract Administration	24	120			\$17,785
1.40	Field Reports / Documentation					
1.50	Weekly (Periodic) Progress Meetings		60			\$7,384
1.60	Record of Materials (ROM) / Request for Approval of Materials (RAM)		80			\$9,845
1.70	Changed Conditions / RFI / Change Orders		140			\$17,228
1.80	Contractor Payment Applications (16)		30			\$3,692
Labor Subtotal:		48	646	0	36	\$87,939
Reimbursables:						
2	INSPECTION OF CONSTRUCTION WORK					
2.10	Civil / Site Construction Observation	8	1700			\$210,207
2.20	On-Site Materials Testing / Inspection		40			\$4,922
2.30	Bridge Shop Fabrication / Shop Coatings Inspections		40			\$4,922
2.40	Foundation Construction Observation		40			\$4,922
2.50	Bridge Erection		90			\$11,075
2.60	Cultural Resources Monitoring					
Labor Subtotal:		8	1910	0	0	\$236,049
Reimbursables:						
3	CONTRACT CLOSEOUT AND RECORD DOCUMENTS					
3.10	Substantial Completion / Final Inspection / Physical Completion		62			\$7,630
3.20	Record Drawings		8			\$984
3.30	Project Closeout Documentation / Completion Date	8	34			\$5,190
Labor Subtotal:		8	104	0	0	\$13,804
Reimbursables:						
4	DESIGN PHASE ADDITIONAL WORK					
4.10	Design Team Supplemental Agreements					
4.20	Progress Reports & Invoices					
4.30	Communications with the City					
4.40	Re-Routing/Profiling North Landing Duct Banks					
4.50	New Lights South of Riverside and Supporting Conduit					
4.60	SWPPP Comments Received 10/7					
4.70	SD Revisions					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
Labor Sum:		64	2660	0	36	\$337,792
Reimbursable Sum:						\$0
						\$337,792

EXHIBIT G-1

Parametrix

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

Classification	Total Hours	X	Rate	=	Cost
Principal in Charge	72.00	X	\$58.00	=	\$4,176.00
Construction Manager	1772.00	X	\$48.00	=	\$85,056.00
Construction Inspector	1568.00	X	\$28.00	=	\$43,904.00
Admin	28.00	X	\$25.00	=	\$700.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
DSC Subtotal					\$133,836.00
Overhead (OH) Cost					
OH Rate x DSC of	150.00%	X	\$133,836.00	=	\$200,754.00
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$133,836.00	=	\$40,150.80
Reimbursables					
<i>Subtotal</i>					\$0.00
Subconsultant Total:					\$374,740.80

COST ESTIMATE: UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

January 3, 2017		Parametrix				PMX
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE -		Principal in Charge	Construction Manager	Construction Inspector	Admin	
Item	SCOPE OF WORK	\$58.00	\$48.00	\$28.00	\$25.00	MULTIPLIER: 2.8000
1	PROJECT MANAGEMENT & CONSTRUCTION ENGINEERING					
1.10	Team Direction, Oversight and Accounting	24	98		16	\$18,189
1.20	Pre-Construction Services	4	44	20	4	\$8,411
1.30	Contract Administration	24	260			\$38,842
1.40	Field Reports / Documentation		60			\$8,064
1.50	Weekly (Periodic) Progress Meetings		240			\$32,256
1.60	Record of Materials (ROM) / Request for Approval of Materials (RAM)		150			\$20,160
1.70	Changed Conditions / RFI / Change Orders		170			\$22,848
1.80	Contractor Payment Applications (16)		220			\$29,568
Labor Subtotal:		52	1242	20	20	\$178,338
Reimbursables:						
2	INSPECTION OF CONSTRUCTION WORK					
2.10	Civil / Site Construction Observation		320	1500		\$160,608
2.20	On-Site Materials Testing / Inspection		40			\$5,376
2.30	Bridge Shop Fabrication / Shop Coatings Inspections					
2.40	Foundation Construction Observation		20			\$2,688
2.50	Bridge Erection					
2.60	Cultural Resources Monitoring		40			\$5,376
Labor Subtotal:		0	420	1500	0	\$174,048
Reimbursables:						
3	CONTRACT CLOSEOUT AND RECORD DOCUMENTS					
3.10	Substantial Completion / Final Inspection / Physical Completion		62	34		\$10,998
3.20	Record Drawings		4	6		\$1,008
3.30	Project Closeout Documentation / Completion Date	20	44	8	8	\$10,349
Labor Subtotal:		20	110	48	8	\$22,355
Reimbursables:						
4	DESIGN PHASE ADDITIONAL WORK					
4.10	Design Team Supplemental Agreements					
4.20	Progress Reports & Invoices					
4.30	Communications with the City					
4.40	Re-Routing/Profiling North Landing Duct Banks					
4.50	New Lights South of Riverside and Supporting Conduit					
4.60	SWPPP Comments Received 10/7					
4.70	SD Revisions					
Labor Subtotal:		0	0	0	0	\$0
Reimbursables:						
Labor Sum:		72	1772	1568	28	\$374,741
Reimbursable Sum:						\$0
						\$374,741

EXHIBIT G-1

LMN Architects

CONSULTANT FEE DETERMINATION

SUMMARY OF COST

UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

Classification	Total Hours	X	Rate	=	Cost
Partner	0.00	X	\$86.54	=	\$0.00
Project Manager	27.00	X	\$39.90	=	\$1,077.30
Project Designer	10.00	X	\$53.85	=	\$538.50
Project Architect	145.00	X	\$42.31	=	\$6,134.95
Technical Architect	10.00	X	\$44.47	=	\$444.70
Specs	0.00	X	\$46.39	=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
DSC Subtotal					\$8,195.45
Overhead (OH) Cost					
OH Rate x DSC of	150.59%	X	\$8,195.45	=	\$12,341.53
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$8,195.45	=	\$2,458.64
Reimbursables					
Travel Expenses	6 trips @ \$400.00				\$2,400.00
Subtotal					\$2,400.00
Subconsultant Total:					\$25,395.61

COST ESTIMATE: UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

January 3, 2017		LMN Architects						LMN
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE -		Partner	Project Manager	Project Designer	Project Architect	Technical Architect	Specs	
Item	SCOPE OF WORK	\$86.54	\$39.90	\$53.85	\$42.31	\$44.47	\$46.39	MULTIPLIER: 2.8059
1	PROJECT MANAGEMENT & CONSTRUCTION ENGINEERING							
1.10	Team Direction, Oversight and Accounting		9					\$1,008
1.20	Pre-Construction Services							
1.30	Contract Administration							
1.40	Field Reports / Documentation				30			\$3,562
1.50	Weekly (Periodic) Progress Meetings		18					\$2,015
1.60	Record of Materials (ROM) / Request for Approval of Materials (RAM)			10	55	10		\$9,288
1.70	Changed Conditions / RFI / Change Orders				20			\$2,374
1.80	Contractor Payment Applications (16)							
Labor Subtotal:		0	27	10	105	10	0	\$18,247
Reimbursables:								
								\$2,400
2	INSPECTION OF CONSTRUCTION WORK							
2.10	Civil / Site Construction Observation							
2.20	On-Site Materials Testing / Inspection							
2.30	Bridge Shop Fabrication / Shop Coatings Inspections							
2.40	Foundation Construction Observation							
2.50	Bridge Erection							
2.60	Cultural Resources Monitoring							
Labor Subtotal:		0	0	0	0	0	0	\$0
Reimbursables:								
3	CONTRACT CLOSEOUT AND RECORD DOCUMENTS							
3.10	Substantial Completion / Final Inspection / Physical Completion				20			\$2,374
3.20	Record Drawings							
3.30	Project Closeout Documentation / Completion Date				20			\$2,374
Labor Subtotal:		0	0	0	40	0	0	\$4,749
Reimbursables:								
4	DESIGN PHASE ADDITIONAL WORK							
4.10	Design Team Supplemental Agreements							
4.20	Progress Reports & Invoices							
4.30	Communications with the City							
4.40	Re-Routing/Profiling North Landing Duct Banks							
4.50	New Lights South of Riverside and Supporting Conduit							
4.60	SWPPP Comments Received 10/7							
4.70	SD Revisions							
Labor Subtotal:		0	0	0	0	0	0	\$0
Reimbursables:								
Labor Sum:		0	27	10	145	10	0	\$22,996
Reimbursable Sum:								\$2,400
		LMN						\$25,396

EXHIBIT G-1
MW Consulting Engineers
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

Classification	Total Hours	X	Rate	=	Cost
Principal	20.00	X	\$57.70	=	\$1,154.00
Sr. Project Manager	60.00	X	\$0.00	=	\$0.00
Sr. Engineer	150.00	X	\$40.44	=	\$6,066.00
Sr. Lighting Designer	80.00	X	\$31.24	=	\$2,499.20
Engineer	40.00	X	\$31.24	=	\$1,249.60
Designer II	0.00	X	\$0.00	=	\$0.00
Designer I	0.00	X	\$0.00	=	\$0.00
CADD Operator II	100.00	X	\$27.46	=	\$2,746.00
DSC Subtotal					\$13,714.80
Overhead (OH) Cost					
OH Rate x DSC of	145.00%	X	\$13,714.80	=	\$19,886.46
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$13,714.80	=	\$4,114.44
Reimbursables					
Subtotal					\$0.00
Subconsultant Total:					\$37,715.70

COST ESTIMATE: UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

November 17, 2016		MW Consulting Engineers								MWE
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE -		Principal	Sr. Project Manager	Sr. Engineer	Sr. Lighting Designer	Engineer	Designer II	Designer I	CADD Operator II	MULTIPLIER:
Item	SCOPE OF WORK	\$57.70	\$0.00	\$40.44	\$31.24	\$31.24	\$0.00	\$0.00	\$27.46	2.7500
1	PROJECT MANAGEMENT & CONSTRUCTION ENGINEERING									
1.10	Team Direction, Oversight and Accounting	15	30							\$2,380
1.20	Pre-Construction Services		5	10	20	10			20	\$5,200
1.30	Contract Administration									
1.40	Field Reports / Documentation			30					20	\$4,847
1.50	Weekly (Periodic) Progress Meetings									
1.60	Record of Materials (ROM) / Request for Approval of Materials (RAM)									
1.70	Changed Conditions / RFI / Change Orders		5	20	20	10			10	\$5,557
1.80	Contractor Payment Applications (16)									
Labor Subtotal:		15	40	60	40	20	0	0	50	\$17,983
Reimbursables:										
2	INSPECTION OF CONSTRUCTION WORK									
2.10	Civil / Site Construction Observation			60						\$6,673
2.20	On-Site Materials Testing / Inspection		10	10					10	\$1,867
2.30	Bridge Shop Fabrication / Shop Coatings Inspections									
2.40	Foundation Construction Observation									
2.50	Bridge Erection									
2.60	Cultural Resources Monitoring									
2.70	Design Team Support Services	5	10	10	20	10				\$4,483
Labor Subtotal:		5	20	80	20	10	0	0	10	\$13,023
Reimbursables:										
3	CONTRACT CLOSEOUT AND RECORD DOCUMENTS									
3.10	Substantial Completion / Final Inspection / Physical Completion									
3.20	Record Drawings			10	20	10			40	\$6,710
3.30	Project Closeout Documentation / Completion Date									
Labor Subtotal:		0	0	10	20	10	0	0	40	\$6,710
Reimbursables:										
Labor Sum:		20	60	150	80	40	0	0	100	\$37,716
Reimbursable Sum:										\$0
								MWE	SUBTOTAL:	\$37,716

EXHIBIT G-1
SPVV Landscape Architects
CONSULTANT FEE DETERMINATION
SUMMARY OF COST
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

Classification	Total Hours	X	Rate	=	Cost
Manager Principal	50.00	X	\$39.50	=	\$1,975.00
Landscape Architect 3	94.00	X	\$34.32	=	\$3,226.08
Landscape Architect 2	0.00	X	\$24.04	=	\$0.00
Landscape Architect 1	24.00	X	\$22.84	=	\$548.16
Senior Landscape Arch	0.00	X	\$21.00	=	\$0.00
Landscape Designer	0.00	X	\$17.31	=	\$0.00
Clerical	20.00	X	\$17.31	=	\$346.20
		X		=	\$0.00
DSC Subtotal					\$6,095.44
Overhead (OH) Cost					
OH Rate x DSC of	125.28%	X	\$6,095.44	=	\$7,636.37
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$6,095.44	=	\$1,828.63
Reimbursables					
Subtotal					\$0.00
Subconsultant Total:					\$15,560.44

COST ESTIMATE: UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE - CSS

November 17, 2016		SPVV Landscape Architects							SPVV
UNIVERSITY DISTRICT PEDESTRIAN/BICYCLE BRIDGE -		Manager Principal	Landscape Architect 3	Landscape Architect 2	Landscape Architect 1	Senior Landscape Arch	Landscape Designer	Clerical	MULTIPLIER:
Item	SCOPE OF WORK	\$39.50	\$34.32	\$24.04	\$22.84	\$21.00	\$17.31	\$17.31	2.5528
1	PROJECT MANAGEMENT & CONSTRUCTION ENGINEERING								
1.10	Team Direction, Oversight and Accounting	6	2		2			6	\$1,162
1.20	Pre-Construction Services								
1.30	Contract Administration	4						2	\$492
1.40	Field Reports / Documentation								
1.50	Weekly (Periodic) Progress Meetings								
1.60	Record of Materials (ROM) / Request for Approval of Materials (RAM)								
1.70	Changed Conditions / RFI / Change Orders								
1.80	Contractor Payment Applications (16)								
Labor Subtotal:		10	2	0	2	0	0	8	\$1,654
Reimbursables:									
2	INSPECTION OF CONSTRUCTION WORK								
2.10	Civil / Site Construction Observation								
2.20	On-Site Materials Testing / Inspection								
2.30	Bridge Shop Fabrication / Shop Coatings Inspections								
2.40	Foundation Construction Observation								
2.50	Bridge Erection								
2.60	Cultural Resources Monitoring								
2.70	Design Team Support Services	20	36		18				\$6,220
Labor Subtotal:		20	36	0	18	0	0	0	\$6,220
Reimbursables:									
3	CONTRACT CLOSEOUT AND RECORD DOCUMENTS								
3.10	Substantial Completion / Final Inspection / Physical Completion	16	16		4			12	\$3,779
3.20	Record Drawings								
3.30	Project Closeout Documentation / Completion Date	4	40						\$3,908
Labor Subtotal:		20	56	0	4	0	0	12	\$7,686
Reimbursables:									
Labor Sum:		50	94	0	24	0	0	20	\$15,560
Reimbursable Sum:									\$0
							SPVV	\$15,560	

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

01/23/2017

Date Rec'd

1/4/2017

Clerk's File #

OPR 2015-1109

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR17668

Agenda Item Name

5300 - STRUCTURED HITACHI HARDWARE & SOFTWARE

Agenda Wording

Contract with Structured Communications Systems, Inc for 24/7 Hardware and Software Maintenance and Support. In order to avoid any late fees from the vendors we have opted for a 13 month contract, which will renew at the end of January.

Summary (Background)

The Hitachi SAN system provides management for all data storage, accounts and timely backups of data/files, facilitates easier and faster restores of data and provides for establishment of a business continuity site. Structured Communications Systems, Inc. was the selected vendor to provide maintenance and support for Hitachi equipment and software from RFP 3884-12.

Fiscal Impact**Budget Account**

Expense \$ 81,019.15

5300-73500-18850-54804

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session**Division Director**

SLOON, MICHAEL

Other**Finance**

DOVAL, MATTHEW

Distribution List**Legal**

WHALEY, HUNT

Accounting - kkeck@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mdoval@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Taxes & Licenses

BRIEFING PAPER
City of Spokane
Information Technology
January 23, 2017

Subject

Contract renewal with Structured Communications Systems, Inc. for Hitachi Hardware and Software maintenance support. In order to avoid any late fees from the vendors we have opted for a 13 month contract, which will renew at the end of January
January 1, 2017 - January 31, 2018 Totality of Contract: \$81,019.15

Background

The Hitachi SAN system provides management for all data storage, accounts and timely backups of data/files, facilitates easier and faster restores of data and provides for establishment of a business continuity site. Structured Communications Systems, Inc. was the selected vendor to provide maintenance and support for Hitachi equipment and software from RFP 3884-12.

2016- \$34,704.83

Impact

This contract allows us to receive proper maintenance and support of the SAN system. This will ensure that our SAN system stays operational thus continuing timely backup of all data/files.

Action

City ITSD Staff recommends approval

Funding

5300-73500-18850-54804

Company Name: City of Spokane
 Contact: Emma Wright
 Email: ewright@spokanecity.org
 Phone: 509.625.6773

Account Executive: Craig Schurter
 23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601
 Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>City of Spokane Hitachi Renewal</u>								
1		AMS 2500 Hardware (Please note support for these assets will no longer be available beyond 9/30/2017)						6,173.92
2		AMS2500 Software (Please note support for these assets will no longer be available beyond 9/30/2017)						700.03
3		AMS2300 Hardware (Please note support for these assets will no longer be available beyond 9/30/2017)						6,369.29
4		AMS2300 Software (Please note support for these assets will no longer be available beyond 9/30/2017)						697.20
5		HUS VM Hardware						11,038.65
6		HUS VM Software						17,475.05
7		HUS VM-FM Hardware						3,252.41
8		HUS VM-FM Software						1,031.07
9		HUS VM-FM Hardware						2,687.99
10		HUS VM-FM Software						1,031.07
11		HUS 150 Hardware						19,626.83
12		HUS 150 Software						1,587.51

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
13	Brocade 6520							2,863.62
14	Reinstatement Fee							0.00
	GRAND TOTAL:							<u>74,534.64</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<i>Solution Line Item Detail:</i>								
<u>AMS 2500 Hardware (Please note support for these assets will no longer be available beyond 9/30/2017)</u>								
15	043-991376-01.P	AMS2500 SVC WEEKDAY BASIC 1MO UPG YR 2+	<u>87012643</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	1,602.10	1,602.10
16	043-991382-01.P	AMS2000 SVC RKAK WEEKDAY BASIC 1MO UPG Y	<u>87012643</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	507.98	507.98
17	043-991382-01.P	AMS2000 SVC RKAK WEEKDAY BASIC 1MO UPG Y	<u>87012643</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	2	507.98	1,015.96
18	043-991382-01.P	AMS2000 SVC RKAK WEEKDAY BASIC 1MO UPG Y	<u>87012643</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	6	507.98	3,047.88
<i>Sub Total</i>								<u>6,173.92</u>
<u>AMS2500 Software (Please note support for these assets will no longer be available beyond 9/30/2017)</u>								
19	304-220359-03.P	SVC MOAMS2500HITACHI DYNAMIC PROVISIONIN	<u>7171301-004</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	151.94	151.94
20	304-220221-03.P	SVC MO AMS2500 DEVICE MANAGER LICENSE -	<u>717140211-009</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	217.10	217.10
21	304-100431-01.P	SVC MO AMS2500 STORAGE NAVIGATOR MODULAR	<u>7173101-013</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	330.99	330.99
<i>Sub Total</i>								<u>700.03</u>
<u>AMS2300 Hardware (Please note support for these assets will no longer be available beyond 9/30/2017)</u>								
22	043-991372-01.P	AMS2300 SVC STANDARD 1MO UPG YR 2+	<u>85010156</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	2,119.84	2,119.84
23	043-991384-01.P	AMS2000 SVC RKAK STANDARD 1MO UPG YR 2+	<u>85010156</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	849.89	849.89
24	043-991384-01.P	AMS2000 SVC RKAK STANDARD 1MO UPG YR 2+	<u>85010156</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	4	849.89	3,399.56
<i>Sub Total</i>								<u>6,369.29</u>
<u>AMS2300 Software (Please note support for these assets will no longer be available beyond 9/30/2017)</u>								
25	304-220220-03.P	SVC MO AMS2300 DEVICE MANAGER LICENSE -	<u>U141108-008</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	253.99	253.99
26	304-100430-01.P	SVC MO AMS2300 STORAGE NAVIGATOR MODULAR	<u>U181108-005</u>	<u>1/1/2017</u>	<u>9/30/2017</u>	1	443.21	443.21
<i>Sub Total</i>								<u>697.20</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>HUS VM Hardware</u>								
27	043-992327-01.P	SVC HUS VM STANDARD YR-B+ 1MO	<u>211316</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	3,642.69	3,642.69
28	043-992342-01.P	SVC HUS VM DBS STANDARD YR-B+ 1MO	<u>211316</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	3	1,848.99	5,546.97
29	043-992342-01.P	SVC HUS VM DBS STANDARD YR-B+ 1MO	<u>211316</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	1,848.99	1,848.99
<u>Sub Total</u>								<u>11,038.65</u>
<u>HUS VM Software</u>								
30	304-232001-03.P	SVC MO HUS VM HITACHI BOS BASE LIC (20TB	<u>044-232001-01-130823-016</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	2,101.00	2,101.00
31	304-232001-03L.P	SVC MO HUS VM HITACHI BOS UNLMTD CAP ACT	<u>044-232001-01-130823-016</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	0.00	0.00
32	304-232001-060.P	SVC MO HUS VM HITACHI BOS 60TB BLOCK LIC	<u>044-232001-01-130823-016</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	4,946.66	4,946.66
33	304-232003-03.P	SVC MO HUS VM HSC MOBILITY BASE LIC (20T	<u>044-232003-01-130905-005</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	2,163.23	2,163.23
34	304-232003-03L.P	SVC MO HUS VM HCS MOBILITY UNLMTD CAP AC	<u>044-232003-01-130905-005</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	0.00	0.00
35	304-232003-060.P	SVC MO HUS VM HCS MOBILITY 60TB BLOCK LI	<u>044-232003-01-130905-005</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	3,766.37	3,766.37
36	304-232004-03.P	SVC MO HUS VM HITACHI LOCAL REPLICATION	<u>044-232004-01-130715-003</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	1,252.85	1,252.85
37	304-232004-03L.P	SVC MO HUS VM HITACHI LOCAL REPLICATION	<u>044-232004-01-130715-003</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	0.00	0.00
38	304-232004-060.P	SVC MO HUS VM HITACHI LOCAL REPLICATION	<u>044-232004-01-130715-003</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	3,244.94	3,244.94
<u>Sub Total</u>								<u>17,475.05</u>
<u>HUS VM-FM Hardware</u>								
39	043-992178-01.P	SVC FILE MODULE M1 STANDARD YR-B+ 1MO	<u>M2SEKW1335052</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	2,687.99	2,687.99
40	304-230441-03.P	SVC MO HUS/HUS VM FM-M1 SW LIC - 1 TB LI	<u>M2SEKW1335052</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	10	0.00	0.00
41	043-992314-01.P	SVC FILE MODULE SMU STANDARD YR-B+ 1MO	<u>S000820120000862</u>	<u>1/1/2017</u>	<u>1/31/2018</u>	1	564.42	564.42
<u>Sub Total</u>								<u>3,252.41</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>HUS VM-FM Software</u>								
42	304-230404-03.P	SVC MO HUS/HUS VM FM-M1 VALUE SW BUNDLE	044-230400-01- 130822-005	1/1/2017	1/31/2018	1	552.80	552.80
43	304-230447-03.P	SVC MO HUS/HUS VM FM-M1 SW LIC - ISCSI -	044-230400-01- 130822-005	1/1/2017	1/31/2018	1	478.27	478.27
Sub Total								<u>1,031.07</u>
<u>HUS VM-FM Hardware</u>								
44	043-992178-01.P	SVC FILE MODULE M1 STANDARD YR-B+ 1MO	M2SEKW1335093	1/1/2017	1/31/2018	1	2,687.99	2,687.99
Sub Total								<u>2,687.99</u>
<u>HUS VM-FM Software</u>								
45	304-230404-03.P	SVC MO HUS/HUS VM FM-M1 VALUE SW BUNDLE	044-230400-01- 130822-006	1/1/2017	1/31/2018	1	552.80	552.80
46	304-230447-03.P	SVC MO HUS/HUS VM FM-M1 SW LIC - ISCSI -	044-230400-01- 130822-006	1/1/2017	1/31/2018	1	478.27	478.27
Sub Total								<u>1,031.07</u>
<u>HUS 150 Hardware</u>								
47	043-992031-01.P	HUS 150 SVC STANDARD UPG YR-B+ 1MO	93042439	1/1/2017	1/31/2018	1	3,640.35	3,640.35
48	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	1/1/2017	1/31/2018	5	1,849.14	9,245.70
49	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	1/1/2017	1/31/2018	1	2,445.90	2,445.90
50	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	1/1/2017	1/31/2018	1	2,445.90	2,445.90
51	043-992055-01.P	HUS DBL SVC STANDARD UPG YR-B+ 1MO	93042439	1/1/2017	1/31/2018	2	924.49	1,848.98
Sub Total								<u>19,626.83</u>
<u>HUS 150 Software</u>								
52	304-230199-03.P	SVC MO HUS 150 BASE OPERATING SYSTEM M L	044-230199-01- 130823-043	1/1/2017	1/31/2018	1	1,556.31	1,556.31
53	304-230200-03.P	SVC MO HUS 150 BOS SECURITY EXTENSION LI	717082613-007	1/1/2017	1/31/2018	1	31.20	31.20

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<i>Sub Total</i>								<u>1,587.51</u>
<u>Brocade 6520</u>								
54	301-003493-01.P	SVC PREM BROCADE 6520 SWITCH	CHQ2534J00J	1/1/2017	1/31/2018	1	1,245.05	1,245.05
55	6520SVC-SWMAINT.P	SVRS, BROCADE HD6520 MAINTENANCE MONTHLY	CHQ2534J00J	1/1/2017	1/31/2018	1	1,618.57	1,618.57
56	301-003492-01.P	SVC STD BROCADE 6520 SWITCH	CHQ2533L023		10/31/2018	1		
57	6520SVC-SWMAINT.P	SVRS, BROCADE HD6520 MAINTENANCE MONTHLY	CHQ2533L023		10/31/2018	1		
58	301-003492-01.P	SVC STD BROCADE 6520 SWITCH	CHQ2544L005		10/31/2018	1		
59	6520SVC-SWMAINT.P	SVRS, BROCADE HD6520 MAINTENANCE MONTHLY	CHQ2544L005		10/31/2018	1		
60	NASANPLU-SWMAINT.P	SRVS, B.N.A SAN PLU BACKLINE SUPPORT	BVH00009188		10/31/2018	1		
<i>Sub Total</i>								<u>2,863.62</u>
Prepared by: <u>Rachel Temple for Craig Schurter</u>								
Please contact the person listed above at Structured for any questions regarding this quotation.								

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include tax. All applicable sales taxes will be added at time of invoice. Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. <p>Structured Communication Systems, Inc. Standard Terms & Conditions apply to this and all quotations. A copy is available upon request.</p> <ol style="list-style-type: none"> All quotes and proposals are calculated using US Dollars. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote. Remit To Address: 12901 SE 97th Ave Suite 400, Clackamas OR, 97015 <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>								
<p align="center">WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com</p>								
<p align="center">Please fill out all of the below information to ensure that your order is processed as efficiently as possible.</p> <p>Signature: _____ Date: _____</p> <p align="center">Shipping Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Preferred Shipping Method: Ground _____ 2nd Day _____ Overnight _____</p> <p>Date Needed: _____</p> <p align="center">Customer Reference / Purchase Order Number: _____</p> <p align="center">Bridging People, Business & Technology</p> <p align="center">Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...</p>								



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/6/2017
Clerk's File #	OPR 2012-1035
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5300- STRUCTURED VERITAS		

Agenda Wording

Contract renewal with Structured Communications Systems, Inc. for Veritas Support & NetBackup Annual Maintenance. In order to avoid any late fees from the vendors we have opted for a 13 month contract, which will renew at the end of January

Summary (Background)

All terms and conditions are in compliance with the City of Spokane's Master Contract OPR2012-0938. NetBackup Cross Platform Share (licenses to run multi platform through SAN for backup), Enterprise Vault Products (aids in electronic mail and other digital file data) and Cluster Server (high availability for failover of centralized backup system) are centralized backup softwares utilized by the City of Spokane. The contract provides 24 hours a day, 7 days a week, toll free support.

Fiscal Impact		Budget Account	
Expense	\$ 108,724.35	#	5300-73500-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	
Division Director	FINCH, ERIC	Other	
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	Accounting - kkeck@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	

BRIEFING PAPER
City of Spokane
Information Technology
January 23, 2017

Subject

Contract renewal with Structured Communications Systems, Inc. for Veritas Support & NetBackup Annual Maintenance. In order to avoid any late fees from the vendors we have opted for a 13 month contract, which will renew at the end of January
January 1, 2017 - January 31, 2018 Totality of Contract: \$108,724.35

Background

All terms and conditions are in compliance with the City of Spokane's Master Contract OPR2012-0938. NetBackup Cross Platform Share (licenses to run multi platform through SAN for backup), Enterprise Vault Products (aids in electronic mail and other digital file data) and Cluster Server (high availability for failover of centralized backup system) are centralized backup softwares utilized by the City of Spokane. The

2016- \$118,960.62

Impact

This contract allows us to receive proper maintenance and support of the SAN system. This will ensure that our SAN system stays operational thus continuing timely backup of all data/files.

Action

City ITSD Staff recommends approval

Funding

5300-73500-18850-54820

Company Name: City of Spokane

Contact: Emma Wright

Email: ewright@spokanecity.org

Phone: 509.625.6773

Account Executive: Craig Schurter

23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601

Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>City of Spokane Veritas Support Renewal Co-Termed to 1/31/2018</u>								
1		NetBackup Annual Maintenance						36,757.10
2		Infoscale Annual Maintenance						29,908.10
3		Enterprise Vault Annual Maintenance						33,357.20
4		Reinstatement Fee						0.00
GRAND TOTAL:								<u>100,022.40</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<i>Solution Line Item Detail:</i>								
<u>NetBackup Annual Maintenance</u>								
<u>I. Standard Client</u>								
5	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
6	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	5	122.95	614.75
7	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
8	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
9	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
10	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
11	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	16	122.95	1,967.20
12	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
13	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
14	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
15	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
16	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
17	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
18	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
19	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	7	122.95	860.65
20	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
21	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
22	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
23	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	5	122.95	614.75
24	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
25	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
26	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	3	122.95	368.85
27	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
28	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	122.95	245.90
29	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	122.95	122.95
Sub Total								<u>8,114.70</u>
<u>II. Enterprise Client</u>								
30	12255-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 3 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	854.81	854.81

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
31	14731-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	7	644.04	4,508.28
32	14731-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	644.04	644.04
33	11150-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT UX 1 SERVER HARDWARE TIER 1 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	1,053.89	2,107.78
34	12584-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	1,264.66	2,529.32
35	12584-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	1,264.66	2,529.32
Sub Total								<u>13,173.55</u>
<u>III. Option Library Based Tape Drive</u>								
36	11142-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	620.63	1,241.26
Sub Total								<u>1,241.26</u>
<u>IV. Enterprise Server</u>								
37	12250-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT SERVER WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	1,135.86	1,135.86
Sub Total								<u>1,135.86</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>V. NDMP</u>								
38	12260-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP OPT NDMP XPLAT 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	1	3,161.65	3,161.65
<i>Sub Total</i>								<u>3,161.65</u>
<u>VI. Deduplication Data Protection Optimization Option</u>								
39	12855-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP DEDUPLICATION DATA PROTECTION OPTIMIZATION OPT XPLAT 1 FRONT END TB ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	16	620.63	9,930.08
<i>Sub Total</i>								<u>9,930.08</u>
<i>Total of Section 1</i>								<u>36,757.10</u>
<u>Infoscale Annual Maintenance</u>								
40	12497-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE AVAILABILITY UX 1 SERVER HARDWARE TIER B ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2	1,370.05	2,740.10
41	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	16	135.84	2,173.44
42	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	32	135.84	4,346.88

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
43	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	16	135.84	2,173.44
44	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	16	135.84	2,173.44
45	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	16	135.84	2,173.44
46	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	80	135.84	10,867.20
47	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	6	135.84	815.04
48	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	6	135.84	815.04
49	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	12	135.84	1,630.08
Total of Section 2								<u>29,908.10</u>
<u>Enterprise Vault Annual Maintenance</u>								
50	14588-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT E-DISCOVERY STD ED 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	10	7.16	71.60

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
51	14588-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR ENTERPRISE VAULT E-DISCOVERY STD ED 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2000	8.04	16,080.00
52	14081-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	2000	8.56	17,120.00
53	14081-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>12/31/2016</u>	<u>1/31/2018</u>	10	8.56	85.60
Total of Section 3								<u>33,357.20</u>
<u>Prepared by:</u> Rachel Temple for Craig Schurter								
Please contact the person listed above at Structured for any questions regarding this quotation.								

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include tax. All applicable sales taxes will be added at time of invoice. Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. <p>Structured Communication Systems, Inc. Standard Terms & Conditions apply to this and all quotations. A copy is available upon request.</p> <ol style="list-style-type: none"> All quotes and proposals are calculated using US Dollars. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote. Remit To Address: 12901 SE 97th Ave Suite 400, Clackamas OR, 97015 <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>								
<p align="center">WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com</p>								
<p align="center">Please fill out all of the below information to ensure that your order is processed as efficiently as possible.</p> <p>Signature: _____ Date: _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Shipping Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> </div> <div style="width: 35%;"> <p>Billing Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> </div> </div> <p>Preferred Shipping Method: <i>Ground</i> _____ <i>2nd Day</i> _____ <i>Overnight</i> _____</p> <p>Date Needed: _____</p> <p align="center">Customer Reference / Purchase Order Number: _____</p> <p align="center">Bridging People, Business & Technology</p> <p align="center">Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...</p>								



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/11/2017
Clerk's File #	OPR 2013-0072
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR PENDING BT

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	ELIZABETH 625-7900 SCHOEDEL 625-6232
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320-CONTRACT AMENDMENT WITH CRAIG TRUEBLOOD FOR SPECIALIZED COUNSEL

Agenda Wording

This amendment will continue the contract with Craig Trueblood, Esq., of K&L Gates to provide the Wastewater Department and the Legal Department with Special Environmental Counsel legal services regarding the City's TMDL and NPDES permitting matters,

Summary (Background)

In 2016-2017 the City will need to finish renegotiating its NPDES permit with the Washington Department of Ecology and navigate the potential PCB TMDL for the Spokane River. It is expected that Mr. Trueblood will continue to assist the City, as necessary, in responding to third party environmental claims in the City's new posture as collaborator, as opposed to adversary, resulting in more early and efficient resolution of potential issues, thus further saving on legal fees.

Fiscal Impact		Budget Account	
Expense	\$ 50,000.00	#	4320-30210-35141-54101
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PW 1/09/2017
Division Director	SIMMONS, SCOTT M.	Other	
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals			
Purchasing			

BRIEFING PAPER
Public Works Committee
January 9, 2017

Subject

Contract Amendment for Special Environmental Counsel Legal Services with Craig Trueblood, Esq., of K&L Gates.

Background

In 2016-2017, the City will need to finish renegotiating its NPDES permit with the Washington State Department of Ecology and navigate the potential PCB TMDL (and pending litigation) for the Spokane River. Mr. Trueblood has been assisting the City in developing a strategy to best situate the City in negotiations for the PCB TMDL. Mr. Trueblood will continue his efforts in advising the City in maintaining its currently favorable position in the Dissolved Oxygen TMDL process and in the resultant NPDES permitting for both the City's stormwater and treatment plant systems. In addition with the new human health water quality rule being issued late in 2016, Mr. Trueblood will assist with advising the City on potential responses.

Over the last year, Mr. Trueblood has assisted the City in strategizing the Integrated Clean Water Plan, discussions with Department of Ecology, EPA and DOJ, and Toxic Task Force/Water Quality Standards issues. It is expected that Mr. Trueblood will continue to assist the City, as necessary, in responding to third party environmental claims in the City's new posture as collaborator, as opposed to adversary, resulting in more early and efficient resolution of potential issues, thus further saving on legal fees.

Craig Trueblood, Esq., has successfully represented the City on various environmental matters since the mid-1980s. His expertise in all spheres of environmental law combined with his extensive history with the City create streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution. The City also benefits tremendously from his representation of many municipalities on similar issues state-wide and the relationships established over time with regulators and opposing counsel.

Mr. Trueblood would continue billing the City at a 15% discounted-hourly rate.

Impact

Craig Trueblood, Esq., of K&L Gates, is proposed to continue to provide the Wastewater Department and the Legal Department with Special Environmental Counsel legal services regarding the City's Total Maximum Daily Load (TMDL) and National Pollutant Discharge Elimination System (NPDES) permitting matters, as well as advice and counsel on risk analysis/assessment regarding the City's Integrated Clean Water Plan (ICWP), the EPA's regulations regarding the Clean Water Act human health water quality and related projects and response/collaboration with third party environmental claims (as needed). The attached contract requests \$ 50,000 to fund services for 2016-2017.

Action

Recommend approval.

Funding

Funds for this contract are available in the 2016- 2017 Wastewater Management Department budget.



City of Spokane

CONTRACT AMENDMENT #2

Title: **Legal Advice and Counsel Regarding
Environmental Matters**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD of the LAW FIRM K & L GATES, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158 as ("**Firm**").

WHEREAS, the parties entered into a Contract dated November 1, 2012 wherein the Firm agreed to provide the City with legal advice and counsel regarding environmental matters for the Wastewater Management Department, consistent with applicable laws and this Contract. Services shall include, but not be limited to:

- 1) Strategy for on-going Dissolved Oxygen TMDL process and compliance;*
- 2) NPDES permitting with Department of Ecology;*
- 3) Development projects and water quality risk analysis and assessment;*
- 4) Strategy for response / collaboration on potential third party environmental claims;*
- 5) Strategy for CSO reduction and integrated planning; and*

WHEREAS, additional funds are required as advice and counsel continues to be necessary regarding evaluation of environmental matters for the Wastewater Management Department, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated November 1, 2012, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective upon signature of both parties.

3. AMENDMENT.

Section 3 of the contract documents is amended to read as follows:

The City shall pay the hourly fees and other charges as stated in the attached exhibit, up to a maximum amount of ~~ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)~~ TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) as full compensation for everything furnished and done under this contract that may not be exceeded without approval of the City Attorney or city council, where appropriate. The hourly fees charged reflect the Firm's current fees discounted at 15%.

4. COMPENSATION.

The City shall pay **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

FIRM: K & L GATES, LLP

CITY OF SPOKANE

By *LTM* 1/4/17
Signature Date

By _____
Signature Date

Craig Trueblood
Type or Print Name

Type or Print Name

Partner
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

General Terms and Conditions for Outside Counsel and Fee Schedule with current fees for 2016 and 2017.

GENERAL TERMS AND CONDITIONS FOR OUTSIDE COUNSEL

I. SCOPE OF REPRESENTATION

A. The Firm will be engaged on a case-by-case basis to represent the City, and if applicable, its employees and elected officials in lawsuits which are filed in superior court or federal district court. Specific assignments may include investigation of claims, all aspects of litigation, appeals, and additional legal representation or consultation tasks as assigned by the City Attorney. If a conflict of interest arises between the City and any department employee, it will be resolved in accordance with the Rules of Professional Conduct.

B. Interaction with the City.

Unless prohibited by the Rules of Professional Conduct, the Firm's interaction with the City will comply with the following guidelines:

1. The City Attorney must be given advance notice of any significant decisions in order to be able to participate fully in making the decisions.
2. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to be able to participate fully in decisions regarding such documents.
3. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.
4. The City Attorney must fully participate in all deliberations and decisions regarding possible settlement of a case.
5. The City Attorney must participate in the selection of all consultants or experts. No subcontracting is permitted under the Contract without the specific authorization of the City Attorney.
6. Any extensive legal research proposed by the Firm must be discussed in advance with the City Attorney.
7. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.

C. The City reserves the right to designate a specific attorney(s) in the Firm to work on specific matters as lead counsel or associate lead counsel for the services rendered pursuant to any referral contract. The City further reserves the right to approve any attorney offered to provide services.

D. Conflicts of Interest.

The Firm or attorney who is selected to represent the City must disclose any actual or potential conflict of interest, and will be prohibited from engaging in or carrying on, any legal work on behalf of any client that is directly adverse to the City or its interests without the specific written consent and waiver of the Office of the City Attorney. Waivers will be evaluated on a case-by-case basis. The Firm or attorney engaged to represent the City shall have a continuing duty to disclose such information. The Office of the City Attorney will not sign "blanket" waivers.

E. Confidential Information.

All confidential communications between the City, its officers, employees or agents, and the Firm, whether oral or written, and all documentation whether prepared by the Firm or the City shall be considered privileged and shall not be disclosed, except by the written consent of the City Attorney.

F. Subcontracting.

No portion of the work will be subcontracted without prior written approval of the Office of the City Attorney.

G. Advertising.

The name of the City shall not be included in any promotional or advertising materials by the Firm without the prior written approval of the City's Attorney's Office.

II. BILLING PROCEDURES

A. Billing Procedures.

1. Billings by the Firm shall be submitted on a monthly basis.
2. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-quarter of an hour or less.
3. Each billing statement shall be set forth for each date services were performed:
 - A brief summary of the services provided.
 - The number of hours, or fractions of hours, spent by each provider.

- The hourly rates of each of the providers.
4. Expenses and disbursements shall be shown in detail:
 - Air travel shall be approved by the City in advance and is reimbursable at coach rates;
 - The City must not be charged for courier service or other expedited mail delivery, unless the urgency was caused by the City or the City requests the service.
 - Billings for experts or consultants retained by the Firm shall be provided in a substantially similar format as outlined above.
 5. Any changes in outside counsel's fee schedule shall be discussed with the City Attorney prior to implementation.
 6. The Firm has been retained because of its expertise. The City shall not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the Firm without advanced City approval.
 7. The City shall not be billed for any time spent in preparing or reviewing the Firm's billings to the City or for internal quality control procedures.
 8. Unless approved in advance, the City will not reimburse for time spent by more than one (1) attorney attending meetings, witness interviews, depositions, hearings and the like.

B. Payment.

The Firm shall send its applications for payment to the City Attorney's Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Firm's applications, except as provided by state law.

C. Audit.

The Firm shall keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain the records for at least six (6) years following completion of any work. The Firm shall allow authorized City representatives to review and audit all records relating to services provided under any contract with the City.

FEE SCHEDULE

HOURLY RATES

CURRENT FEES ARE SUBJECT TO CHANGE

Partner	\$495.00 – current fee for 2016 \$525.00 – current fee for 2017
Associate	\$ _____
Paralegal	\$ _____
Interns	\$ _____

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
 - Computerized Legal Research
 - Court Reporter Appearance Fees
 - Deposition (Transcription and/or Video) Fees
 - Fees for Retrieval of Records
 - Mediation or Arbitration Fees
 - Court Costs and Filing Fees
 - Payments to Outside Investigators
 - Expert Witnesses and/or Expert Consultants
 - Court Transcripts
 - Demonstrative Aids
 - Witness Fees
 - Mileage (See General Conditions)
 - All other items for which the Firm may advance or incur costs
for the City's Benefit



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

December 21, 2016

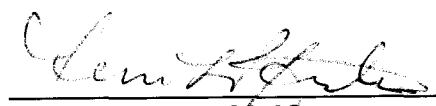
Clerk's File No.:
CPR 1981-0402

COUNCIL ACTION MEMORANDUM

RE: PARK BOARD APPOINTMENT

During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, December 12, 2016, Council Member Mumm advised she had an opportunity to meet with one of the (Park Board) applicants, and she noted there were several applications that had come in and there are two openings. She indicated she would like to have more dialogue about the community applicants that have applied. Subsequent to Council commentary, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, **to defer** the appointment of Steve Salvatori to the Spokane Park Board (to fill an unexpired term ending February 2, 2021) to the January 23, 2017, meeting; **carried unanimously.**


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
12/12/2016

Date Rec'd	11/30/2016
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
Agenda Item Name	0520 APPOINTMENT OF STEVE SALVATORI TO THE SPOKANE PARK BOARD

Agenda Wording

Appointment of Steve Salvatori to the Spokane Park Board, to fill an unexpired term ending on 2/2/2021.

Summary (Background)

Appointment of Steve Salvatori to the Spokane Park Board, to fill an unexpired term ending on 2/2/2021.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		bcote@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	leadie@spokanecity.org	
<u>Additional Approvals</u>		pclarke@spokanecity.org	
<u>Purchasing</u>		gnunes@spokanecity.org	



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/11/2017
Clerk's File #	CPR 1981-0271
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0520 APPOINTMENT OF PAM DECOUNTER TO THE CIVIL SERVICE COMMISSION

Agenda Wording

Appointment of Pam DeCounter to a four year term on the Civil Service Commission, expiring on December 31, 2020.

Summary (Background)

Appointment of Pam DeCounter to a four year term on the Civil Service Commission, expiring on December 31, 2020.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	
<u>Distribution List</u>	
	bcote@spokanecity.org
	ggeorge-hatcher@spokanecity.org

Additional Approvals

<u>Purchasing</u>	



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/11/2017
Clerk's File #	CPR 1981-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	GINA NUNES 509-625-6779
Contact E-Mail	GNUNES@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 - RE-APPOINTMENT OF MICHAEL BAKER

Agenda Wording

Re-appointment of Michael Baker for Plan Commission for the term of 1-1-2017 to 12-31-2020.

Summary (Background)

Re-appointment of Michael Baker for Plan Commission for the term of 1-1-2017 to 12-31-2020.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gnunes@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcote@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of: 01/23/2017

<u>Date Rec'd</u>	1/11/2017
<u>Clerk's File #</u>	CPR 1981-0295
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	GINA NUNES 509-625-6779
<u>Contact E-Mail</u>	GNUNES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 - RE-APPOINTMENT OF JACOB BROOKS

Agenda Wording

Re-appointment of Jacob Brooks for Plan Commission for the term of 1-1-17 to 12-31-2020.

Summary (Background)

Re-appointment of Jacob Brooks for Plan Commission for the term of 1-1-17 to 12-31-2020.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gnunes@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcote@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
01/23/2017

<u>Date Rec'd</u>	1/11/2017
<u>Clerk's File #</u>	CPR 1981-0295
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	GINA NUNES 509-625-6779
<u>Contact E-Mail</u>	GNUNES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 - RE-APPOINTMENT OF JOHN DIETZMAN

Agenda Wording

Re-Appointment of John Dietzman for the Plan Commission for the term of 1-1-17 to 12-31-2020.

Summary (Background)

Re-Appointment of John Dietzman for the Plan Commission for the term of 1-1-17 to 12-31-2020.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gnunes@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcote@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/11/2017
Clerk's File #	CPR 1981-0122
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	GINA NUNES 509-625-6779
Contact E-Mail	GNUNES@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT OF JODI KITTEL

Agenda Wording

Appointment of Jodi Kittel for the Historic Landmarks Commission for the term of 1-1-17 to 12-31-19.

Summary (Background)

Appointment of Jodi Kittel for the Historic Landmarks Commission for the term of 1-1-17 to 12-31-19.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gnunes@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcote@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
01/23/2017

<u>Date Rec'd</u>	1/11/2017
<u>Clerk's File #</u>	CPR 1981-0122
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	GINA NUNES 509-625-6779
<u>Contact E-Mail</u>	GNUNES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 - APPOINTMENT OF BETSY BRADLEY

Agenda Wording

Appointment of Betsy Bradley for the Historic Landmarks Commission (Citizen at Large)for the term of 1-1-17 to 12-31-19.

Summary (Background)

Appointment of Betsy Bradley for the Historic Landmarks Commission (Citizen at Large)for the term of 1-1-17 to 12-31-19.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gnunes@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcote@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/10/2017
Clerk's File #	RES 2017-0006
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 REGULAR MEETING SCHEDULE RESOLUTION

Agenda Wording

A resolution providing for the regular meeting times for the City Council Committees and Study Session.

Summary (Background)

This resolution reestablishes the regularly meeting times for City Council meetings.

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

Resolution No. 2017-0006

A resolution providing for the regular meeting times for the City Council Committees and Study Session.

WHEREAS, RCW 42.30.070 provides that the governing body of a public agency, such as the City Council, shall provide the time for holding regular meetings by ordinance or resolution; and

WHEREAS, the City Council has established its regular meeting time for the City Council meetings pursuant to SMC 2.01.010; and

WHEREAS, in addition to the regular City Council meetings, the City Council also holds regular standing committee meetings, a weekly study session and other regular committee meetings as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that, pursuant to RCW 42.30.070, regular meetings of the City Council's standing committees, study sessions and ad hoc committees is as follows:

1. Community, Health, and Environment Committee – First Monday of each month at 10:30 a.m.
2. Finance and Technology Committee – First Monday of each month at 1:30 p.m.
3. Planning and Economic Development Committee – Third Monday of each month at 10:30 a.m.
4. Public Safety Committee – Third Monday of each month at 1:30 p.m.
5. Public Works Committee – Second and fourth Monday of each month at 1:30 p.m.
6. Study Session – Each Thursday of each month at 3:30 p.m.

Unless noted otherwise on the agenda posted on the City of Spokane's website, each meeting will be held in the City Council Briefing Center, lower level of City Hall at W. 808 Spokane Falls Blvd.

BE IT FURTHER RESOLVED that all standing committee meetings, the study sessions and all ad hoc meetings shall be conducted as a meeting of the full council in which a quorum of the City Council may be present.

ADOPTED by the City Council this _____ day of January, 2017.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
01/23/2017

Date Rec'd	1/3/2017
Clerk's File #	RES 2017-0007
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 RESOLUTION SUPPORTING MOTION PICTURE COMPETITIVENESS PROGRAM

Agenda Wording

A Resolution supporting the renewal and expansion of the Motion Picture Competitiveness Program.

Summary (Background)

This resolution says the City of Spokane strongly supports the renewal of the Motion Picture Competitiveness Program and encourages the legislature to consider expanding the production cap restriction to make filmmaking in Spokane and Washington State even more competitive.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE - January 9
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2017-0007

A Resolution supporting the renewal and expansion of the Motion Picture Competitiveness Program.

WHEREAS, we are blessed to have incredible filmmaking and acting talent who call Spokane home; and

WHEREAS, Spokane has hosted several filmmaking projects including the Syfy episodic series *Z Nation* which is a Motion Picture Competitiveness Program project that has generated \$55 million of economic activity in the region; and

WHEREAS, the Motion Picture Competitiveness Program has and continues to create jobs for Spokane residents across all sectors of our economy; and

WHEREAS, for every dollar invested by the Motion Picture Competitiveness Program, the approved production generates ten dollars in economic benefits to our state; and

WHEREAS, the expansion of the Motion Picture Competitiveness Program would make Spokane an even more desirable location for filmmaking opportunities;

NOW, THEREFORE, BE IT RESOLVED, That the City of Spokane strongly supports the renewal of the Motion Picture Competitiveness Program and encourages the legislature to consider expanding the production cap restriction to make filmmaking in Spokane and Washington State even more competitive.

Passed by the City Council this ____ day of January, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/09/2017

Date Rec'd

12/28/2016

Clerk's File #

ORD C35468

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**COUNCIL 625-6258
PRESIDENT BEN
STUCKART**Project #****Contact E-Mail**

BMCCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - DISSOLUTION AND REPEAL OF INACTIVE PDAS

Agenda Wording

An ordinance relating to public development authorities; repealing chapters 04.25B and 04.25C of the Spokane Municipal Code.

Summary (Background)

Chapters 04.25B and 04.25C created the Spokane Forestry Project PDA and the Spokane Volunteers PDA. Neither PDA was ever staffed or funded. This ordinance would repeal both chapters and dissolve both these defunct PDAs.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**Finance Comm.
12/5/2016**Finance**

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C35468

An ordinance relating to public development authorities; repealing chapters 04.25B and 04.25C of the Spokane Municipal Code.

WHEREAS, the Spokane Forestry Project Public Development Authority was created by the City Council in 2001; and

WHEREAS, since 2001, the City has maintained an urban forester and forestry program, which makes the Spokane Forestry Project Public Development Authority no longer needed and should be dissolved; and

WHEREAS, the Spokane Volunteers Public Development Authority was created by the City Council in 2001; and

WHEREAS, the Spokane Volunteers Public Development Authority never established a board, never met, is and has been defunct, and should be dissolved; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That the Spokane Forestry Project Public Development Authority is hereby dissolved and its charter revoked.

Section 2. That the Spokane Volunteers Public Development Authority is hereby dissolved and its charter revoked.

Section 3. That chapter 04.25B of the Spokane Municipal Code is hereby repealed in its entirety.

Section 4. That chapter 04.25C of the Spokane Municipal Code is hereby repealed in its entirety.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date