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, SEPTEMBER 25, 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

CITY COUNCIL CHAMBERS CITY HALL 808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.) (Council Chambers Lower Level of City Hall) (No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1.	Contract Addendum with XO Communications, (Sandy UT) to increase annual funds for variable costs associated with Telecommunications Carrier Services for the City from January 1, 2017 through December 31, 2018–\$38,250 (incl. tax). Total Contract Amount: \$76,416.22. Michael Sloon	Approve	OPR 2012-0011 RFP 4299-16
2.	Contract Addendum with Nuvodia LLC, (Spokane, WA) to increase funds for a Project Management Contractor to assist the Innovation and Technology Services Division Project Management Office with support and management of priority projects for the City from September 1, 2017 through April 30, 2018–\$150,000 (incl. tax). Total Contract Amount: \$378,960.	Approve	OPR 2017-0267 RFP 4340-17
3.	Master Contract with Structured Communication Systems, Inc., (Clackamas, OR) for purchase of hardware & software from November 1, 2017 through October 31, 2019 with three one-year extension options, for a maximum of five years—Not to exceed \$350,000 per year. Michael Sloon	Approve	OPR 2017-0637 RFP 4373-17

4.	Consultant Agreement with Morris Networking Contracting (Spokane, WA) for Network Engineering Professional Services for the Innovation and Technology Services Division from September 1, 2017 through August 31, 2018–\$28,500. Michael Sloon	Approve	OPR 2017-0638 RFP 4380-17
5.	Interagency Sub-Recipient Agreement with Washington Traffic Safety Commission for the US Department of Transportation, National Highway Traffic Safety Administration funding for traffic safety grant project AG-1942-DUI Enforcement—\$140,024.25 Revenue. Justin Lundgren	Approve	OPR 2017-0639
6.	Contract with the East Spokane Business Association, (Spokane, WA) to implement services and programs related to the East Sprague Parking and Business Improvement Area from September 25, 2017 through December 31, 2018. Melissa Owen	Approve	OPR 2017-0640
7.	Report of the Mayor of pending 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 \$		CPR 2017-0002
8.	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.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

HOMELESSNESS FORUM

This is an opportunity for citizens to discuss homelessness issues and concerns. This Forum shall be held until no later than 10:00 p.m. 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.

NO LEGISLATIVE AGENDA ITEMS

Motion to Approve Advance Agenda for September 25, 2017 (per Council Rule 2.1.2)

ADJOURNMENT

The September 25, 2017, Regular Legislative Session of the City Council is adjourned to October 2, 2017.

NOTES

SPOKANE Agenda Sheet	Date Rec'd	9/12/2017	
09/25/2017	Clerk's File #	OPR 2012-0011	
	Renews #		
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
	SERVICES		
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4299-16
Agenda Item Type	Contract Item	Requisition #	CR 18484
Agenda Item Name	5300 XO COMMUN INCREASE		

Agenda Wording

Addendum to increase annual funds on OPR2012-0011 with XO Communications for variable costs associated with Telecommunications Carrier Services for the City. Funds requested: \$38,250.00 inc tax. Jan 1, 2017 - Dec 31,2018.

Summary (Background)

The Innovation and Technology Services Division created a contract at the beginning of 2017 in the annual amount of \$38,166.22 for fixed costs only associated with Telecommunications Carrier Service. The variable funds need to be included under this agreement. Some variable services are long distance, WebEx, directory assistance, international calling, regulation fees, surcharges, and taxes.

Fiscal Ir	npact	Grant related?	NO	Budget Account	
	-	Public Works?	TEST	-	
Expense	\$ 38,2	50.00 inc tax		# 5300-73200-18880-543	01
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approva	ls			Council Notifications	
Dept Hea	Dept Head		MICHAEL	Study Session	Fin Com 9/18/17
Division	Director	SLOON,	MICHAEL	<u>Other</u>	
Finance		ORLOB,	KIMBERLY	Distribution List	
<u>Legal</u>		ODLE, M	IARI	Accounting - kkeck@spokanecity.org	
For the M	layor	DUNIVA	NT, TIMOTHY	Contract Accounting - jsalstrom@spokanecity.org	
Addition	nal App	<u>rovals</u>		Legal - modle@spokanecity.org	
<u>Purchasi</u>	ng	WAHL, C	ONNIE	Purchasing - cwahl@spokanecity.org	
			IT - itadmin@spokancity.org		
				Taxes & Licenses	
				XO - amber.sloas@xo.com	1

Briefing Paper City of Spokane Innovation and Technology Services Division Addendum to Increase Funds on OPR2012-0011 September 18, 2017

Subject

Addendum to increase annual funds on OPR2012-0011 with XO Communications for variable costs associated with Telecommunications Carrier Services for the City.

Funds requested: \$38,250.00 including tax for the increased annual amount.

Original Contract amount is 38,166.22 (fixed costs) + 38,250 (variable costs) = 76,416.22 Total annual contract amount.

Effective January 1, 2017 – December 31, 2018

Background

The Innovation and Technology Services Division created a contract at the beginning of 2017 in the annual amount of \$38,166.22 for fixed costs only associated with Telecommunications Carrier Service. The variable funds need to be included under this agreement. Some variable services are long distance, WebEx, directory assistance, international calling, regulation fees, surcharges, and taxes.

Impact if additional budget allocation not approved

Without this approval ITSD would not be able to meet payment schedule.

Funding (if available) \$38,250.00 – 5300-73200-18880-54301

SPOKANE Agenda Sheet	Date Rec'd	8/31/2017	
09/25/2017	Clerk's File #	OPR 2017-0267	
	Renews #		
Submitting Dept	INNOVATION & TECHNOLOGY SERVICES	Cross Ref #	
	SERVICES		
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4340-17
Agenda Item Type	Contract Item	Requisition #	CR 18461000
Agenda Item Name	5300-INCREASE FUNDS WITH NUVODI	A LLC	

Agenda Wording

Addendum to increase funds on OPR2017-0267 with Nuvodia LLC for a Project Management Contractor to assist the Innovation and Technology Services Division (ITSD) Project Management Office with support and management of priority projects for the City.

Summary (Background)

The Innovation and Technology Services Division lost our Senior Project Manager and we do not anticipate rehiring for at least three (3) months due to process time/recruitment. The incumbent Senior Project Manager was managing several active projects and we need immediate PM resources to keep our projects on schedule. Effective September 1, 2017 - April 30, 2018

Fiscal I	mpact	Grant related?	NO	Budget Account		
		Public Works?	TEST	-		
Expense	\$ 150,	000.00 including t	ax	# 5300-30210-18880-5	4201	
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approva	als			Council Notificati	ons	
Dept Head		SLOON,	MICHAEL	Study Session	FIN COM 9/18/2017	
Division	Director	SLOON,	MICHAEL	Other		
<u>Finance</u>		ORLOB,	KIMBERLY	Distribution List		
Legal		ODLE, N	1ARI	Accounting - kkeck@spokanecity.org		
For the N	layor	DUNIVA	ΝΤ, ΤΙΜΟΤΗΥ	Contract Accounting - jsalstrom@spokanecity.org		
Addition	nal App	<u>rovals</u>		Legal - modle@spokanecity.org		
<u>Purchasi</u>	ng	WAHL, (CONNIE	Purchasing - cwahl@spokanecity.org		
		IT - itadmin@spokancity.org				
			Taxes & Licenses			
				CPATRICK@NUVODIA.C	OM	

City Clerk's No. OPR 2017-0267



<u>City of Spokane</u>

CONTRACT AMENDMENT

Title: PROJECT MANAGEMENT CONTRACTOR

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NUVODIA**, **LLC**, whose address is 850 East Spokane Falls Boulevard, Spokane, Washington, 99201 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide a Project Management Contractor for the City; and

WHEREAS, a change or revision of the Work has been requested, 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 May 8, 2017, 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 on upon signature of the parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), including tax, for a total compensation amount of THREE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED AND SIXTY AND NO/100 DOLLARS (\$378,960.00) 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.

NUVODIA, LLC

CITY OF SPOKANE

Ву	By
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Amended Scope of Work document

17-109

SPOKANE Agenda Sheet	Date Rec'd	8/29/2017	
09/25/2017	Clerk's File #	OPR 2017-0637	
	Renews #		
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
	SERVICES		
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	4373-17
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	RFP 4373-17 SAN COMPONENT GROW	/TH	

Agenda Wording

Master Contract with Structured Communication Systems, Inc. (Clackamas, OR) for purchase of hardware & software. Two-year contract reviewed annually with 3 one-year extension options, for a maximum of 5 years. Not to exceed \$350,000 per year.

Summary (Background)

The purchase of this hardware and software is to meet the growth requirement of the City's Storage Area Network. The City purchased the previous SAN architecture in 2005 with upgrades in 2016 & 2017. Because of the growth in enterprise applications components of the SAN have needed to be enlarged. This includes software backup license for new servers, additional high speed disk space or SAN switch. Structured Communication Systems, Inc. response meets fully the requirements identified in the RFP

Fiscal Impact		Grant related?	NO	Budget Account		
	-	Public Works?	TEST	-		
Expense	\$ \$350),000.00		# Various		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approva	als			Council Notifications		
Dept Head		SLOON,	MICHAEL	Study Session	Fin & Tech Comm 9/18	
Division	Director	SLOON,	MICHAEL	Other		
<u>Finance</u>		ORLOB,	KIMBERLY	Distribution List		
Legal		DALTON	I, PAT	Accounting - kkeck@spokanecity.org		
For the N	layor	DUNIVA	NT, TIMOTHY	Contract Accounting - jsalstrom@spokanecity.org		
Addition	nal App	rovals		Legal - pdalton@spokanecity.org		
Purchasi	ng	WAHL, (CONNIE	Purchasing - cwahl@spoka	inecity.org	
			IT - itadmin@spokancity.org			
				Taxes & Licenses		
				crichmond@structured.co	m	

Briefing Paper City of Spokane Innovation and Technology Services Department RFP 4373-17 SAN Component Growth September 18, 2017

Subject

Master Contract with Structured Communication Systems, Inc. (Clackamas, OR) for purchase of hardware & Software. Two-year contract reviewed annually with 3 one-year extension options, for a maximum of 5 years. Not to exceed \$350,000 per year.

Effective November 1, 2017

Background

The purchase of this hardware and software is to meet the growth requirements of the City's Storage Area Network (SAN). The City purchased the previous SAN architecture in 2005 with upgrades in 2016 & 2017. Because of the growth in enterprise applications components of the SAN have needed to be enlarged. This includes software backup license for new servers, additional high speed disk space or SAN switch. Structured Communication Systems, Inc. response meets fully the requirements identified in RFP 4373-17.

Impact if additional budget allocation not approved

Without this yearly approval to purchase, the ITSD Department would be required to bring any purchase over the city Purchase limit (\$49,000) to City Council for Approval for each piece of software purchased.

Funding (if available) Various Accounts

City Clerk's No.



City of Spokane

CONTRACT

Title: STORAGE AREA NETWORK (SAN) COMPONENT GROWTH

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS**, **INC.**, whose address is 12901 SE 97th Avenue, Suite 400, Clackamas, Oregon 97015, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. <u>PERFORMANCE</u>. The Company shall provide **SAN Component Growth**, in accordance with the City's RFP #4373-17.

2. <u>CONTRACT TERM</u>. The Contract shall begin November 1, 2017 and run through October 31, 2019, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three additional one year renewals.

3. <u>COMPENSATION</u>. The City shall pay the Company an annual fee of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**, including tax, for everything furnished and done under this Contract.

4. <u>PAYMENT</u>. The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

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

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

7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.

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

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

10. <u>INSURANCE</u>. During the term of the Agreement, the Company 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 \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. <u>INDEMNIFICATION</u>. The Company shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Company, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

12. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

13. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

14. <u>NONDISCRIMINATION</u>. 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 Company 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 Company.

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

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

STRUCTURED COMMUNICATION SYSTEMS, INC.	CITY OF SPOKANE
By Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form: Pathata

Assistant City Attorney

City Clerk

17-107

SPOKANE Agenda Sheet	Date Rec'd	8/30/2017	
09/25/2017	Clerk's File #	OPR 2017-0638	
	Renews #		
Submitting Dept	INNOVATION & TECHNOLOGY SERVICES	Cross Ref #	
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4380-17
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	RFP 4380-17 NETWORK ENGINEER		

Agenda Wording

RFP 4380-17 is a request to provide Network Engineering Professional Services for the Innovation and Technology Services Division. This would provide 150 hours over the next year to cover the following needs in ITSD: Analysis, engineering etc.

Summary (Background)

Innovation and Technology Division has initiated a Request for Proposals (RFP) to solicit Proposals from Firms interested in providing the services of Network Engineer. The work will include, but is not limited to, configuration best practices, network design and architecture, assistance on on-going projects, and assistance with crafting a maintenance program in keeping with best practices.

Fiscal Impact		Grant related?	NO	Budget Account	
		Public Works?	TEST		
Expense	\$ 28,50	00.00		# Various	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approva	ls			Council Notifications	
Dept Hea	<u>d</u>	SLOON,	MICHAEL	Study Session	Fin & Tech 9/18
Division	Director	SLOON,	MICHAEL	<u>Other</u>	
<u>Finance</u>		ORLOB,	KIMBERLY	Distribution List	
Legal		DALTON	<i>,</i> PAT	Accounting - kkeck@spokanecity.org	
For the M	layor	DUNIVA	NT, TIMOTHY	Contract Accounting - jsalstrom@spokanecity.org	
Addition	nal App	<u>rovals</u>		Legal - pdalton@spokanecity.org	
Purchasi	ng	WAHL, C	ONNIE	Purchasing - cwahl@spoka	necity.org
			IT - itadmin@spokancity.org		
			Taxes & Licenses		
				wmorris@network-contrac	cting.com

Briefing Paper City of Spokane Innovation and Technology Services Division RFP 4380-17 SAN Component Growth September 18, 2017

Subject

RFP 4380-17 is a request to provide Network Engineering Professional Services for the Innovation and Technology Services Division. This would provide 150 hours over the next year to cover the following needs in ITSD: Analysis, engineering, consulting and implementation of converged network services – VoIP telephony, video and data in a municipal switching and routing environment.

Network architecture and implementation of QoS, IOS configurations and upgrades, ACLs, VLANs, trunking, OSPF & EIGRP routing.

Funds requested: \$28,500 plus tax Effective September 1, 2017 – August 31, 2018

Background

Innovation and Technology Division has initiated a Request for Proposals (RFP) to solicit Proposals from Firms interested in providing the services of Network Engineer.

The work will include, but is not limited to, configuration best practices, network design and architecture, assistance on on-going projects, and assistance with crafting a maintenance program in keeping with best practices.

Impact if additional budget allocation not approved

Without this approval of professional services, the ITSD Department would be required to bring in multiple vendors to complete the above mentioned tasks in addition to requiring any service over the City limit (\$49,000) to City Council for Approval.

Funding (if available) Various Accounts

City Clerk's No.



City of Spokane

CONSULTANT AGREEMENT

Title: NETWORK ENGINEERING SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington as ("City"), and **MORRIS NETWORKING CONTRACTING**, whose address is P.O., Box 18831, Spokane, Washington, 99228 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide **NETWORK ENGINEERING SERVICES TO THE CITY**; and

WHEREAS, the Consultant was selected through an RFQ #4380-17 issued by the City on July 21, 2017.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 1, 2017, and ends on August 31, 2018, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the following services for the City:

PROVIDE NETWORK ENGINEERING SERVICES TO THE CITY

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (**\$28,500.00**), unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

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

7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents

shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation*. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

10. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. AUDIT.

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

12. INDEPENDENT CONSULTANT.

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant ant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are *public records* and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

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

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spo-kane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the

same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

MORRIS NETWORKING CONTRACTING	CITY OF SPOKANE
By Signature Date	By Signature Date
Turpo or Drint Name	
Type or Print Name	Type or Print Name
Title	Title
Consultant's UBI #	
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	

Exhibit A – Consultant's General Scope of Work

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	9/11/2017
09/25/2017		Clerk's File #	OPR 2017-0639
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	JUSTIN LUNDGREN 625-4115	Project #	
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	EBO 09/11/17
Agenda Item Name	0680-WTSC DUI GRANT FY2018	•	·

Agenda Wording

Interagency sub-recipient agreement with Washington Traffic Safety Commission (WTSC) for the United States Department of Transportation National Highway Traffic Safety Agreement (NHTSA) funding for traffic safety grant project AG-1942-DUI Enforcement

Summary (Background)

In January 2017 SPD applied for a DUI grant to assist in the department's effort to reduce instances of DUI serious injury and fatality collisions in the city of Spokane. The grant is a pass through from the US Department of Transportation. Total funding is \$140,024.25 for a full time officer position and a public awareness campaign. SPD will provide an additional full time officer as a match for the grant. The two officers will allow for 7 day per week coverage of DUI patrols. Exp. 09/30/2018.

Fiscal Impact Grant related? YES			YES	Budget Accou	<u>int</u>		
		Public	Works?	TEST			
Expense	\$ 140,0)24.25			# 1620-91133-217	700-VARIOUS-68111	
Revenue	\$ 140,0)24.25			# 1620-91133-217	# 1620-91133-21700-33320-68111	
Select	\$				#	#	
Select	\$				#		
Approvals				Council Notific	Council Notifications		
Dept Hea	d		MEIDL, (CRAIG	Study Session PSC Meeting 01/30/		
Division Director			MEIDL, (CRAIG	<u>Other</u>		
Finance DOVAL, M			DOVAL,	MATTHEW	Distribution Lis	st	
Legal			ODLE, M	IARI	spdfinance		
For the N	<u>layor</u>		DUNIVA	ΝΤ, ΤΙΜΟΤΗΥ	jgriffin		
Additional Approvals		jgoldman	jgoldman				
Purchasi	ng				Contract Accountin	lg	
					sbrown		
				eesqueda@wtsc.wa	a.gov		



INTERAGENCY AGREEMENT

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

Spokane Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project AG -1942-DUI Enforcement.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2017, and remain in effect until September 30, 2018 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

SUMMARY: During the 5 year period 2007-2011, Spokane Police averaged 580 DUI related arrests per year. In the last 5 years, 2012-2016, the average has dropped to 368 DUI related arrests per year, a 36.5% reduction. During the same time frames, DUI related arrest in Spokane County have remained relatively constant with only a drop of 4.5% in the last 5 years. The data seems to indicate that the Spokane Police Department, due to low staffing levels and a higher volume of call loads, has not had the free discretionary time to devote to proactive self-initiated activity resulting in less traffic stops and ultimately a reduction in DUI arrests. Spokane Police Department will be addressing impaired driving by dedicating two law enforcement officers to conduct around the clock DUI enforcement. This will support the candidate DUI Court at the City of Spokane, assist in the training and proficiency of officers conducting DUI arrests, address Target Zero and ultimately make the streets safer for drivers, bicyclists, and pedestrians.

Objective: 1. Conduct sustained impaired driving traffic enforcement in Spokane with a goal of 150 DUI related arrests during the performance period.

Deliverable: 1a. Assign an officer to conduct sustained traffic enforcement position specifically assigned to work impaired driving Completed by: 10/31/2017

Deliverable: 1b. Establish a contact per hour goal Completed by: 10/31/2017

Deliverable: 1c. Establish a monthly and quarterly DUI goal. Completed by: 10/31/2017

Deliverable: 1d. Conduct patrols in areas with a high concentration of DUI related collisions. Completed by: 9/30/2018

Deliverable: 1e. Support surrounding jurisdictions who request DRE assistance. Completed by: 9/30/2018

Measures for Objective 1: Number of contacts per hour by officer Number of DUI arrests by officer Numbers of hours worked by officer Number of DRE evaluations or consultations by officer Number of blood search warrants written by officer Number of citations written by officer Number of court appearances made by officer Number of DUI arrests in high DUI collision areas.

Objective: 2. Conduct a Public Awareness and education campaign addressing the Spokane PD sustained impaired driving enforcement program and Target Zero. Deliverable: 2a. Create a media PSA and other education materials in collaboration with the WTSC. Completed by: 12/1/2017 Deliverable: 2b. Create and disseminate a news release detailing the program to local media. Completed by: 12/15/2018 Deliverable: 2c. Purchase media and education materials. Completed by:1/2/2018 Deliverable: 2d. Conduct outreach with diverse community groups and education institutions by making presentations when requested. Completed by:9/30/2018

Measures for Objective 2: Number of PSAs purchased and aired Number of earned media opportunities reported by local media Number of education materials disseminated Number of presentations and education opportunities conducted by officers

Objective: 3. Train new recruits on DUI arrests and processes.

Deliverable: 3a. New officers/recruits will ride with the DUI Enforcement Officer to have a better understanding of the DUI arrest process Completed by: 9/30/2018

Deliverable: 3b. Education to new recruits on the blood search warrant and reporting process during ride alongs Completed by: 9/30/2018 Measures for Objective 3: Number of ride alongs conducted with new recruits Number of days each recruit has ridden Number of blood search warrants written by new recruits after training

Objective: 4. Support City of Spokane DUI Court

Deliverable: 4a. Attend the National Center for DUI Court Training 3.5-day foundational training Completed by: 10/1/2017

Deliverable: 4b. Attend team meetings as determined necessary by the DUI Court Team Completed by: 9/30/2018

Deliverable: 4c. Conduct home visits as determined necessary by the DUI Court team Completed by: 9/30/2018

Measures for Objective 4: Number of Officers who attending training Number of DUI Court Team meetings attended Number of site visits performed

Objective 5: Increase DUI Training to SPD Patrol Officers.

Deliverables 5a: Establish standardized Process on Electronic DUI Package Completed by: 01/01/18

Deliverable 5b: Conduct Roll Call Training for all patrol teams Completed by: 01/01/18

Measures: Number of roll call trainings done Number of officers trained at roll call Number of DUI arrests made by patrol after training

3.1. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed by Date
Purchase media and education materials (OBJ2)	01/03/2017
Attend the National Center for DUI Court Training 3.5-day foundational training (OBJ4)	10/02/2017
Assign an officer to conduct sustained traffic enforcement position specifically assigned to work impaired driving (OBJ1)	10/31/2017
Establish a contact per hour goal (OBJ1)	10/31/2017
Establish a monthly and quarterly DUI goal (OBJ1)	10/31/2017
Create a media PSA and other educations materials in collaboration with the WTSC (OBJ2)	12/01/2017
Create and disseminate a news release detailing the program to local media (OBJ2)	12/15/2017

Conduct patrols in areas with a high concentration of DUI related collisions (OBJ1)	09/30/2018
Support surrounding jurisdictions who request DRE assistance (OBJ1)	09/30/2018
Conduct outreach with diverse community groups and education institutions by making presentations when requested (OBJ2)	09/30/2018
ew officers/recruits will ride with the DUI Enforcement Officer to have a better understanding of the DUI arrest process (OBJ3)	09/30/2018
Education to new recruits on the blood search warrant and reporting process during ride alongs (OBJ3)	09/30/2018
Attend team meetings as determined necessary by the DUI Court Team (OBJ4)	09/30/2018
Conduct home visits as determined necessary by the DUI Court team (OBJ4)	09/30/2018

3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$140,024.25. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	\$125,024.25
Travel (includes in-state and out-of-state travel):	\$0.00
Contract Services (usually involves a 3rd party service provider):	\$15,000.00
Equipment*:	\$0.00
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees):	\$0.00
Indirect Costs	\$0.00
TOTAL:	\$140,024.25

Employees' Salaries and Benefits:

Grant funds will be used to reimburse the Spokane Police Department the cost of a full time officer's salary including benefits and anticipated job related overtime. The officer paid for by grant funds will be dedicated to full time enforcement of DUI laws in pursuing Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department agrees to provide a second officer, who's full salary, benefits and overtime is paid for by the Spokane Police Department. This officer will also be dedicated to full time DUI enforcement. The use of a "matching officer" allows for a 7 day per week sustained enforcement effort covering nighttime hours, weekends, significant holidays and local events that have the potential to increase the number of impaired drivers on the roadways. This comprehensive coverage will allow the Spokane Police Department to reduce fatal and serious injury collisions by 10% by the projects end date of 09-30-2018.

Contract Services:

Grant funds will be used to develop a public information campaign along with 2-3 PSA's based on Target Zero goals and objectives that address the dangers of impaired driving. Additionally, grant funds will be used to purchase air time for the PSA's as well as additional messaging materials that further the objectives and mission of the grant such as coasters, posters, etc.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC or its pre-approved equivalent. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2018, must be received by WTSC no later than August 10, 2018. All invoices for goods received or services performed between July 1, 2018, and September 30, 2018, must be received by WTSC no

later than November 15, 2018.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees agents acts or omissions of the WTSC, its officers, employees, and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided

further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the

terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or subcontractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace. 34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
John Griffin	Edica Esqueda
jgriffin@spokanepolice.org 509-835-4587	eesqueda@wtsc.wa.gov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

Spokane Police Department

C. N.M. Signature Craig N. Meid Printed Name Chief Title

9/7/17

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

.

Signature

Printed Name

Title

Date

Briefing Paper City of Spokane SPD – WTSC Grant Application January 30, 2017

Subject

Approval to apply for a Washington Traffic Safety Commission grant focused on DUI enforcement pursuing Target Zero goals and objectives.

Background

The Spokane Police Department would like to apply for a 2018 WTSC grant in their effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests funding to pay for one full time officer's salary, benefits and anticipated job related overtime for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department will provide an additional full time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols.

Impact

The goal of the grant is to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. These DUI officers will provide 7 day per week coverage of dedicated DUI patrols. The increased presence and enforcement will reduce the number of DUI serious injury and fatality collisions in the City of Spokane.

Action

Approval to apply for 2018 WTSC grant. The performance period runs from 10/01/2017 to 09/30/2018.

Funding

50% of approved budget will come from the grant. The grant requires a 50% match which will be paid out of the general fund through reassignment of an existing FTE.

SPOKANE Agenda Sheet	Date Rec'd	9/13/2017	
09/25/2017		Clerk's File #	OPR 2017-0640
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	MELISSA OWEN 625-6063	Project #	
Contact E-Mail	MOWEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - PBIA MULTI-YEAR CONTRACT		
Agenda Wording			

Multi-year contract to implement services and programs related to the East Sprague Parking and Business Improvement Area.

Summary (Background)

Multi-year contract with East Spokane Business Association (ESBA) to implement services and programs related to the East Sprague Parking and Business Improvement Area (PBIA).

Fiscal I	mpact	Grant related?	NO	Budget Account			
	-	Public Works?	TEST	-			
Neutral	\$			#			
Select	\$			#			
Select	\$			#			
Select	\$			#			
Approva	als			Council Notification	IS		
Dept Hea	ad	MEULER	, LOUIS	Study Session			
Division	Director	MALLAH	AN, JONATHAN	Other Finance & Tech			
Finance		DOVAL, I	MATTHEW	Distribution List			
Legal		PICCOLO	, MIKE	jmallahan@spokanecity.org			
For the M	<u>layor</u>	DUNIVA	ΝΤ, ΤΙΜΟΤΗΥ	Ikey@spokanecity.org			
Additio	Additional Approvals aworlock@spok		aworlock@spokanecity.or	g			
Purchasi	ing			bborisov@spokanecity.org			
				mowen@spokanecity.org			
				mpiccolo@spokanecity.org			
				tstripes@spokanecity.org			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Distribution List	
tsanders@spokanecity.org	bob@nwseed.com
deannah@primesourcecu.org	laverne@accessunified.net
speedy1727@gmail.com	ierr811@omnicast.net
tara.brown1@usbank.com	darrell@boydwalker.com

City Clerk's No. _____



City of Spokane

EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA AGREEMENT

Title: PBIA Administration and Operations Agreement

THIS AGREEMENT is effective September 25, 2017, by and between the **CITY OF SPOKANE**, a municipal Association, having its principal place of business at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, as ("City"), and the **EAST SPOKANE BUSINESS ASSOCIATION (ESBA)**, as ("Association"), having its principal place of business at 1420 East Sprague Avenue, Spokane, Washington, 99202 and a mailing address of PO Box 4132, Spokane, WA 99220, hereafter individually as "party", and together referenced as the "parties".

WITNESSETH:

WHEREAS, as part of the City's "East Sprague Targeted Investment Area" (the "East Sprague TIA"), the City desires to obtain certain enhanced municipal services which will ensure the continued vitality of the commercial and industrial area, and, pursuant to the authority granted under Chapter 35.87A RCW, has established the East Sprague Parking and Business Improvement Area (the "PBIA"), as described in chapter 4.31C, SMC (the "Ordinance"), to provide funding for such enhanced municipal services; and

WHEREAS, section 4.31C.090 of the Spokane Municipal Code (SMC) allows the City to enter into a contract regarding the administration and operation of PBIA programs, and the Association is willing and able to provide such services to the City, as herein described on the terms and conditions set forth below.

-- NOW, THEREFORE, the parties agree as follows:

ARTICLE ONE SCOPE OF SERVICES

1.1 **Purpose.** The Association is hereby retained pursuant to SMC 4.31C.090 and RCW 35.87A.110 to administer the PBIA on the City's behalf.

1.2 Compliance with Laws. The Association shall comply with all applicable laws, ordinances, and codes of the United States, the State of Washington, and the City of Spokane, including chapter 04.31C SMC. The Association will not discriminate against any worker, employee, or applicant, or member of the public, because of race, creed, color, religion, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income, nor otherwise commit an unfair employment practice. The Association further agrees that a similar clause will be incorporated in all contracts entered into with suppliers and subcontractors, and all labor organization furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. During the term of the Agreement, the Association shall make a good faith effort to utilize minority business enterprises and women-owned business enterprises.

1.3 Work Program. The Association shall, during the term of this Agreement, perform the general services described in RFP #4342-17(East Sprague Parking and Business Improvement Area Implementation) and Article Two hereof, as the services may be further defined, limited, or expanded in the applicable work program and budget as described in Exhibit "A" (Technical Proposal), Exhibit "B" (Deliverables: September-December 2017), and this Agreement. The attached Exhibit "A" describes the Association's general Scope of Services, Work Program, Project Schedule, Program Deliverables, and Budget. The attached Exhibit "B" provides additional detail regarding activities and deliverables for the remaining three (3) months in calendar year 2017. The Association shall submit to the City Council a proposed work program and operating budget for each subsequent calendar year by no later than November 15 of the prior year and the City Council shall take action and approve a work program and budget by no later than December 15 of the prior year.

1.4 <u>Special Assessments.</u> The Association shall review and confirm, on an annual basis, a computer database of business and property ownership information provided by the City for the purposes of billing and collecting special assessments. The City's Chief Financial Officer will take assessment database information and apply rates to generate an annual bill due on December 20th of each year. Payments will become delinquent thirty (30) days thereafter and will be subject to collection policies established and enforced by the City. The City's Chief Financial Officer will collect and deposit al BID assessment income in the BID Fund created by SMC 4.31C.060. The City shall provide to the Association monthly financial reports on money received in and disbursements from the BID Fund no later than the fifteenth day of each month.

1.5 **Progress Reports and Audits.** The Association shall provide two quarterly progress reports for calendar year 2017. A current progress report and financial are included as Exhibit "C" and represent the 3rd quarter report. The 4th quarter report and

financials will be submitted with the association's final request for payment in 2017 (December 1 installment). In future calendar years the Association shall provide quarterly progress reports to and financials the City with each installment request (March 1, June 1, September 1, and December 1) of each year covered by this Agreement. In addition, the Association shall provide to the City a financial report of expenditures within one hundred eighty (180) days after the end of each fiscal year of the Association and within one hundred eighty (180) days after the termination of this Agreement. In carrying out its work programs under this Agreement, and developing plans as described in RFP #4342-17(East Sprague Parking and Business Improvement Area Implementation) and Article Two, the Association shall coordinate and consult with staff from the appropriate City Departments

1.6 Service Levels within District. The City shall continue to provide within the PBIA the same level of municipal services as were provided within the PBIA boundaries as of the date of the Agreement and not otherwise funded with parking and business improvement area assessments. It is the City's intention not to use or rely on any services provided to the BID as the result of the creation of the BID, this Agreement, or any subsequent agreement to relieve or lessen the obligation of the City to provide such existing municipal services within the PBIA, except as may be otherwise agreed by the parties. The parties recognize that the general level of municipal services provided throughout the City, including the PBIA, is subject to the annual budget and appropriation processes of the City. The parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials, or other resources, to preserve the health, welfare, and safety of its citizens.

ARTICLE TWO ASSOCIATION DUTIES

2.1 <u>Professional Management and Planning.</u> The Association will administer and operate the BID programs and services listed in SMC 4.31C.030. The Association will provide staff/personnel assistance to the Ratepayer Advisory Board created by SMC 4.31C.080. The Association will coordinate with the Ratepayer Advisory Board in developing recommendations regarding the PBIA budget, expenditures, and programs, but nothing contained herein shall be construed as requiring the Association to agree at all times with the Board's recommendations. The Association shall convene and administer an annual meeting of all ratepayers pursuant to the East Sprague PBIA Advisory Board Bylaws (July of each year). The Association will notify all ratepayers of the annual meeting and all Ratepayer Advisory Board meetings through a newsletter or some other written communication consistent with the East Sprague PBIA Advisory Board Bylaws.

2.2 <u>Financial Reporting Requirements.</u> All costs incurred or paid by the Association pursuant to this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, or other documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in

part of this Agreement shall be clearly identified and readily accessible to the City, and the City shall have the right to audit the records of the Association, as they relate to work performed under this Agreement, upon reasonable notice. The Association shall also maintain financial records in accordance with Washington State Records Retention Law (chapter 40.14 RCW) for a period of three (3) years after receipt of final payment under this Agreement.

2.3 <u>District Branding & Marketing.</u> In the furtherance of SMC 04.31C.030(C), the Association shall work to create and build upon a unique identity for the PBIA, improve the public image of the East Sprague PBIA area and address the specific needs of potential users of area services. Branding and marketing services performed, supported, and/or coordinated by the Association may include, but are not limited to, branding and marketing plans, brochures, special events and festivals, advertising, arts and cultural activities, website maintenance, social media campaigns, and the promotion of the retail and other industry within the PBIA. The Association's work program also may include training, educational, and market research activities. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.</u>

2.4 <u>Clean and Green.</u> In the furtherance of SMC 4.31C.030(A), the Association may evaluate the current level of maintenance services provided by the City within the PBIA, project increased maintenance services that may be desirable to implement in the PBIA and estimate the costs for providing such increased maintenance services. The Association may investigate and evaluate the extent to which it can coordinate, support, and/or supplement private maintenance services currently handled by property owners within the BID including, but not limited to, district cleanliness, graffiti removal, trash collection and landscaping.

2.5 <u>Safety and Security.</u> In the furtherance of SMC 4.31C.030(D), the Association shall work to create a greater sense of safety and security with the PBIA by implementing a district safety and security program that may include, but is not limited to, advocacy for increased patrol, crime prevention and exploration of security measures and services. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.6 <u>Transportation and Parking.</u> In the furtherance of East Sprague Target area and the PBIA, the Association shall provide advice and input to the City regarding transportation issues affecting the PBIA, including, but not limited to, parking signage time structure and enforcement, techniques to enhance pedestrian and traffic flow and safety, and mass transportation. In addition, the Association shall, in cooperation with City representatives, participate in efforts to develop an effective parking management program which may include, but not be limited to: (i) coordination of on-street parking; (ii) parking validation; and (iii) signage to identify parking facilities and to direct users of the PBIA to key activity centers.</u>

2.7 <u>District Beautification</u>. In the furtherance of the East Sprague Target Area and the PBIA SMC 4.31C.030(B), the Association shall work to develop and implement a district beautification program that may include, but is not limited to, signage, banners, street tree maintenance, decorative lighting, and streetscape amenities. All district beautification activities involving the installation of permanent amenities (e.g. garbage cans, benches, and bike racks) and the addition or adjustment of landscaping in public rights of way shall be reviewed by and coordinated with relevant City departments (as designated by the Office) and shall be consistent with all applicable plans and ordinances adopted by the City Council.

2.8 <u>Economic Development.</u> In the furtherance of East Sprague Target Investment Area and the PBIA the Association may establish "councils" for the purpose of planning and focusing on strategic initiatives and professional development, which initiatives may include, but not be limited to, retail management concepts and marketing strategies, business retention and recruitment, development of East Sprague area housing and creation of neighborhood services that support living with the PBIA.

2.9 <u>Administration</u>. In the furtherance of the East Sprague Target Area and the PBIA SMC 4.31C.030 (E), the Association may utilize funds for administration of the PBIA programs. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

2.10 <u>Contingency Reserve.</u> In the furtherance of the East Sprague Target Area and the PBIA SMC 4.31C.030 (F) the Association may set aside funds for unanticipated events or district maintenance needs. The Association shall work with the City and the Rate Payers Advisory Board in furtherance of this provision.

ARTICLE THREE COMPENSATION

3.1 <u>Annual Fee.</u> For each calendar year during the term of this Agreement, as compensation for the services provided hereunder, the City shall pay to the Association an **amount equal to the budget approved by the City Council for the agreed-upon work program applicable to each such year**, as adopted pursuant to Section 1.3 above. The budgeted amount will represent the annual assessment due from business and property owners within the BID, as authorized by RCW 35.87A and the East Sprague Parking and Business Improvement District Ordinance, as well as approved City funding contributions. For 2017, the September quarterly installment may include funds equivalent to the first, second, and third quarters. The December installment may include remaining funds received for 2017. In future years, the annual services fee may be paid to the Association in equal quarterly installments no later than the dates as follows: March 1, June1, September 1, and December 1. In no event will the City pay the Association more money than is received from the levy of special assessments in the BID.

3.2 <u>Invoices.</u> The Association shall, on a quarterly basis and not less than fourteen (14) days prior to the first day of the next month, submit an invoice to the City reflecting

amounts to be paid to the Association. In the event the due date of any installment falls on a weekend or a City holiday, the installment shall be due on the next business day of the City.

3.3 Payment. The City reserves the right to withhold payments hereunder pending timely delivery of services, program reports, or documents as are required under this Agreement; provided, no such payment will be withheld unless the City has provided the Association, no less than ten (10) business days before the due date of the payment, written notice of the City's intent to withhold the payment. In the event that the City determines in good faith that any BID assessment funds were expended by the Association for unauthorized or ineligible purposes, or constitute disallowed costs, the City may demand repayment of the funds in writing. Upon receiving a written demand, the Association will have thirty (30) days to repay the funds or to present the City with a written report showing that the challenged expenditures were proper. If the City and the Association cannot agree on the propriety of the challenged expenditure, the parties will submit the dispute to an arbitration panel comprised of the Chair and the Vice Chair of the Ratepayer Advisory Board and one representative from the Washington State Auditor's Office. The arbitration panel must render a decision regarding the challenged expenditure, which decision shall be binding on the parties, within thirty (30) days after the panel is convened. In the event the Association shall do so within thirty (30) days after written notice of such determination is delivered to the Association.

ARTICLE FOUR TERM AND TERMINATION

4.1 <u>Term.</u> The term of the Agreement shall begin on September 25, 2017 and shall end on December 31, 2018. This Agreement may be continued for two (2) additional four (4) year periods upon written agreement of the parties.

4.2 <u>Automatic Termination.</u> This Agreement shall terminate automatically (i) at the end of any calendar year in which the City Council fails to approve a work program, assessment roll and budget for the succeeding calendar year as provided in Section 1.3 above, (ii) at the end of any calendar year in which the PBIA terminates or (iii) if the Association ceases to exist. In any such event, the Association will be paid compensation for services satisfactorily performed to the termination date.

4.3 <u>Permissive Termination.</u> This Agreement may be terminated by the Association upon thirty (30) days' written notice in the event the Association is unable to provide the full service required under this Agreement. The Association shall repay to the City any funds in the possession of the Association at the time of the termination of this Agreement that may be due to the City.

4.4 <u>Termination for Cause.</u> Either party may terminate this Agreement for cause upon giving the other party thirty (30) days' written notice of termination. As used herein, "cause" shall mean (i) the breach of any material term or condition of the Agreement, (ii) an unlawful act or unlawful failure to act relating to the subject matter of the Agreement, or (iii) the use of funds in any material amount for a purpose not authorized in the applicable work program and budget. The termination of this Agreement shall only

become effective if the breaching party fails to cure the breach within the thirty (30) day period after notice has been given hereunder.

ARTICLE FIVE QUALITY OF PERFORMANCE

5.1 <u>Performance.</u> The City shall judge in good faith the adequacy and efficacy of work performed, the sufficiency of records and the services delivered. If, during the course of this Agreement, the services rendered do not meet the desired results of the City, the Association shall correct, modify, and/or properly perform the services to the satisfaction of the City.

5.2 <u>Indemnity/Hold Harmless.</u> The City shall hold harmless, indemnify, and defend the Association from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the City or any of its agents, officers, or employees under this Agreement.

The Association shall hold harmless, indemnify, and defend the City from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the Association or any of its agents, officers, or employees under this Agreement.

5.3<u>Insurance.</u> During the term of this Agreement, the Association shall maintain in force, at its own expense, each insurance noted below or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage of all their subject workers and Employer's Liability Insurance;

B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its agents, officers, and employees are Additional Insureds but only with respect to the Association's services to be provided under this Agreement.

i. Acceptable supplementation Umbrella insurance coverage combined with Associations General Liability insurance policy must be a minimum of \$1,000,000, in order to meet insurance coverage limited required in this Agreement; and

C. Automobile Liability Insurance requirement has been waived. In the case of assignment or subcontracting Automobile Liability Insurance is required.

D. Professional Liability Insurance requirement has been waived.

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 Association or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Association shall furnish an acceptable insurance certificate to the City, naming the City of Spokane as "Additional Insured", at the time the Association returns the signed Agreement.

ARTICLE SIX MISCELLANEOUS

6.1 <u>Parties-in-Interest and Assignment.</u> This Agreement is binding upon and is for the benefit of the parties hereto and the respective successors and assigns, and no third person who is not a party hereto shall have any rights under this Agreement, either as a third party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

6.2 <u>Notices.</u> Any notice, document, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally or by regular U.S. mail, postage prepaid, addressed as follows:

If to City:	Mayor's Office City of Spokane Seventh Floor – City Hall 808 W. Spokane Falls Blvd. Spokane, WA 99201-3303 Attention: Mayor
If to Association:	East Sprague Business Association PO Box Spokane, WA 99202 Attention: Tara Brown

or to such other person or address as any such party may designate by written notice as provided in this Section 6.2. Any notice or other document or report hereunder shall be deemed delivered or given as of the date received, if delivered in person, or as of the date sent if mailed.

6.3 <u>Entire Agreement.</u> This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules, and appendices hereto, nor or hereafter created, are incorporated into this Agreement by reference and made a part hereof. The terms "hereof," "herein," and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules, and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the parties hereto or their respective successors or assigns.</u>

6.4 <u>Governing Law.</u> This Agreement shall be governed by, and construed in accordance with, the laws of the state of Washington, and handled by a court of competent jurisdiction in the County of Spokane. A finding that any term or provision of

this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement.

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

6.6 <u>Amendments/Modifications</u>: This Agreement may be modified by the parties in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

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

6.8 <u>Severability:</u> If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

6.9. <u>Waiver:</u> No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Association after the time the same shall have become due nor payment to the Association for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

6.10 Taxes, Fees and Licensing.

A. Association shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Association's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6.11 Independent Contractor.

The Association is an independent Contractor. This Agreement does not intend the Association to act as a City employee. The City has neither direct nor immediate control over the Association nor the right to control the manner or means by which the Association works. Neither the Association nor any Association employee shall be an employee of the City. This Agreement prohibits the Association to act as an agent or legal representative of the City. The Association is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Association shall pay all income and other taxes as due.

Dated:	CITY OF SPOKANE
	Ву:
	Title:
ATTEST:	Approved as to form:
City Clerk	Assistant City Attorney
Dated:	East Spokane Business Association
	Ву:
	Title:
	17-637
Attachments that are part of this Agreement: Exhibit A – Technical Proposal Exhibit B – Deliverables: September-December	er 2017

Exhibit C – 3rd Quarter Report (July 2016-July 2017 Progress Report and Financials)

EXHIBIT A - TECHNICAL PROPOSAL

SCOPE OF SERVICES

As researched and determined within the formation process of the PBIA, the Scope of Services would include services performed and support of activities that would fall primarily in to the following four categories – Clean and Green, Neighborhood Beautification, District Branding and Marketing, and Safety and Security. Given the PBIA is just more than a year in existence, district programs are being fine-tuned and tailored to most appropriately meet the needs of the area.

The scope of services fall in to all categories listed within the "Firm Duties" section of the district management RFP. ESBA has been working closely with the District since before PBIA creation and now with the PBIA board to identify top priorities and needs to be addressed with the district funding. Our ability to fulfill objectives within the scope of services is determined primarily by budget constraints.

WORK PLAN

A. **Clean and Green-** efforts primarily will include, but are not limited to, district cleanliness, graffiti removal, trash collection, landscaping, and snow removal.

B. **Neighborhood Beautification-** efforts primarily will include, but are not limited to, signage, street tree maintenance, decorative lighting, hanging flower baskets, and streetscape amenities.

C. **District Branding and Marketing-** efforts primarily will include, but are not limited to, continuation and completion of district logo and branding, general district wide promotion and advertising, website maintenance, and event assistance.

D. **Safety and Security**- efforts primarily include, but are not limited to, graffiti removal (additional work needs to be done to better streamline this process and the forms associated for property owner to authorize graffiti removal), advocacy for increased patrol, crime prevention through environmental design, expansion of alley lighting, exploration of security measures and services as needed (such as hiring private security patrols).

In addition to the activities listed above, a portion of the funds will be utilized for:

- 1. Administration- volunteer coordination, accounting, and reporting.
- 2. Contingency Reserve for unanticipated events or district maintenance needs.

PROJECT SCHEDULE

- A. Clean and Green
 - a. Graffiti removal throughout the year on an as needed basis
 - District cleanliness & trash collection throughout the year (aside from when snow is on the ground). Zone 1 approximately every two weeks. Zone 2 approximately 2-3 clean up days per year. Zone 3 Quarterly cleanup day
 - **c.** Landscaping upkeep Need and frequency to be determined once construction has been completed
 - d. Snow removal- Zone 1- up to 7 plow days budgeted for 2017 & 2018 snow season

B. Neighborhood Beautification –

- a. Hanging flower baskets Have been ordered and will be hung once poles have been installed.
- **b.** Streetscape amenities Once construction has been completed, the BID Board will evaluate our budge availability and what could be added this year. Ex. Banners, trash cans, decorative lighting, etc.
- **c. Signage** with completion of our District logo and the construction season, this will be considered in 2017 and 2018 to further identify and beautify the district. Ex. welcome signs marking entrance to district.
- **d.** Street tree maintenance Given trees are just being planted this year, this isn't anticipated to be much of a need this year, 2017. But perhaps will be in 2018 if some plantings don't take this will become more of a need.

C. District Branding and Marketing -

- a. District Branding- began in early 2017. With a new district name completed, we are in the progress of completing the logo. Once the logo is completed a marketing plan will be completed as well to utilize for general district promotion through the remainder of 2017 and 2018.
- b. Event assistance Annual Art on the Ave event will have support from the BID. Also, at completion of 2017 Construction season a 'Construction Completion Ribbon Cutting Ceremony' will be held to celebrate the areas improvements!

D. Safety and Security –

- a. Graffiti removal- delivered in an ongoing/as needed basis.
- b. Additional security measures and services through construction additional security measures are being employed as needed given the environment the construction creates in the evenings, i.e. less traffic, more dark corners, etc. This will continue through the construction season and cease or change depending on needs expressed by district.
- c. Advocacy for increased patrols this is done on a constant ongoing basis through closely maintained relationship with our local SPD representatives.
- **d.** Expansion of alley lighting- Further evaluation will be done and additional lighting will be employed as needed in 2017.
- e. Crime prevention through environmental design To be done on an ongoing basis.

DELIVERABLES

- A. Clean & Green A cleaner district with regular trash pickup and trash disposal (including alleyways). Less graffiti accomplished by a system in place for property owners to easily report and authorize the removal of graffiti. Alleviation of snow troubles (primarily for Zone 1) on years where there is significant snow accumulation
- **B.** Neighborhood beautification A marked feeling of place, a district with features of interest that are pleasing to the eye. These features will have higher concentration along the primary Sprague Corridor, Zone 1. Efforts for beautification will be accomplished year round through all seasons. Some of these can tie into district branding and marketing (i.e. District welcome signs).

- **C. District Branding and Marketing** Completing the creation of a district logo (2017) will create a theme of commonality the entire district can use to assist in identifying as the Sprague Union District. Development of a district marketing plan will assist in awareness of the Sprague Union District as a destination to come shop, eat, and frequent for consumers. In addition it will create an attractive space for additional businesses to want to be and to become a part of the Sprague Union District.
- D. Safety and Security As the Sprague Union District continues to revitalize and experience new life and a rebirth, some of the continual work to be done is to decrease the area's old challenges, misconceptions, and previous reputation. Increasing the feeling and appearance of safety and security are keys to that.

COST PROPOSAL/BUDGET

CONTRIBUTION BY ZONE

SERVICE	Zone 1 Budget	Zone 2 Budget	Zone 3 Budget
CLEAN & GREEN	\$ 13,096.60	\$ 667.18	\$ 1,022.33
SAFETY & SECURITY	\$ 5,238.64	\$ 226.87	\$ 408.93
DISTRICT BRANDING & MARKETING	\$ 13,096.60	\$ 667.18	\$ 1,022.33
NEIGHBORHOOD BEAUTIFICATION	\$ 13,096.60	\$ 667.18	\$ 1,022.33
ADMINISTRATION	\$ 2,619.32	\$ 133.44	\$ 204.47
CONTINGENCY RESERVE	<u>\$ 5,238.64</u>	<u>\$ 266.87</u>	<u>\$ 408.93</u>
	\$ 52,386.41	\$ 2,668.74	\$4,089.31
TOTAL ALL ZONES			\$ 59,144.45

Zone 1 Budget		
Service	Zone 1 Budget	
Clean & Green	\$ 13,096.60	Bi-weekly clean up w/Geiger Crew, plus up to 7 days for snow removal
Safety & Security	\$ 5,238.64	Graffiti removal program, alley lighting program extended as needed, additional security measures as needed
District Branding & Marketing	\$ 13,096.60	General district wide marketing and branding. Business presence on website
Neighborhood Beautification	\$ 13,096.60	District hanging baskets, addition of garbage cans, bike racks, seating, banners
Administration	\$ 2,619.32	
Contingency Reserve	<u>\$ 5,238.64</u>	
Total Zone 1 Budget	\$ 52,386.41	

Zone 2 Budget		
Service	Zone 2 Budget	
Clean & Green	\$ 667.18	2 annual clean-up days/graffiti removal
Safety & Security	\$ 266.87	1 clean-up day/graffiti removal
District Branding &	\$ 667.18	General district wide marketing and branding.
Marketing		
Neighborhood Beautification	\$ 667.18	1 clean-up day/graffiti removal, bike racks, garbage cans,
		banners
Administration	\$ 133.44	
Contingency Reserve	<u>\$ 266.87</u>	
Total Zone 2 Budget	\$ 2,668.74	

Zone 3 Budget		
Service	Zone 3 Budget	
Clean & Green	\$ 1,022.33	Quarterly clean-up days/limited graffiti removal
Safety & Security	\$ 408.93	2 clean up days/limited graffiti removal
District Branding &	\$ 1,022.33	General district wide marketing and branding.
Marketing		
Neighborhood Beautification	\$ 1,022.33	Addition of garbage cans, bike rack, banners
Administration	\$ 204.47	
Contingency Reserve	<u>\$ 408.93</u>	
Total Zone 3 Budget	\$ 4,089.31	

EXHIBIT B - DELIVERABLES: SEPTEMBER-DECEMBER 2017

Activity or Deliverable	September	October	November	Dec.
Send an ESBA representative to regular monthly PBIA meetings via phone or in person				
Regular Clean and Green Activities (September-December, 2017)				
PBIA Support for Art on the Ave 2017 and Sprague Re-Opening Celebration (Saturday, September 30, 2017)				
Hanging baskets ordered for spring 2017				
Develop MOU with City regarding support from the Office of Neighborhood services related to clean and green and graffiti abatement activities undertaken by ESBA on behalf of the Parking and Business Improvement District.				
PBIA management plan submitted to City Council (November 15, 2017)				
Participation in Annual Assessment Role hearing including City Council committee meetings with in preparation for assessment roll hearing (November-December, 2017).				
District maintenance RFP drafted (include request for the following services – regularly cleanliness, graffiti abatement, district contact/staff for management services)				
December Quarterly report, financials and quarterly payment request submitted				
Sprague Union District Website live before assessment roll hearing for 2018				
East Spokane Business Association Website updated with link to district site and contact information for BID prior to assessment roll hearing.				

EXHIBIT C - QUARTER 3, 2017 REPORT JULY, 2016-JULY, 2017 PROGRESS REPORT AND FINANCIALS

East Sprague PBIA at Work

Progress Report and Financials July 2016-July, 2017

Early Successes

- Advisory Board approved by City Council on July 18, 2016
- 90% of assessment collected in 2016
- 78% assessment collected for 2017 (as of second biling, July 2017)
- PBIA Programs were put into motion!

Clean and Green

- Program Kick-off: November 2016 Frequency: Weekly; Bi-weekly Results:
- 3 tons of trash removed in November and December, 2016
- Snow removal from storm drains
- Nearly 3 tons of trash collected this year.

Clean and Green

Fifty (50) hanging Flower Baskets were ordered for Phase I of the East Sprague Construction Project.

Safety and Security

- Program: Graffiti Abatement Program Kick-off: May 2017 Early Results:
- Draft Program Policies developed
- Graffiti abatement request form created
- 2 buildings abated as of July, 2016

Marketing and Promotions

Creative Construction Signage was produced

S ART RESTORATION EL & STREET FIT FURNITURE IRNITURE

DE BUSINESSES

Spraque Union" if selected, would retain the **Marketing and Promotions**

Results:

Program: "Let Your Voice Be Heard" district naming campaign.

Program Kick-off: February, 2017 it bring people together for food

A district name was selected based on a

majority vote or by postal MAIL Logo Development followed

Sprague Union District



2017-2018 Priorities

Prosed 2017-18 Program Allocations

Service Categories	% budget
Clean & Green	25%
Safety and Security	10%
District Branding and Marketing	25%
Neighborhood Beautification	25%
Administration	5%
Contingency Reserve	10%

Management Report

Business Improvement District For the period ended July 17, 2017

Prepared by Business Cents LLC

For management use only

Table of Contents

MGT Balance Sheet YTD Comparison	.3
MGT Profit and Loss	.4
MGT Profit and Loss YTD Detail	.5

MGT Balance Sheet YTD Comparison As of July 17, 2017

			Total
	As of Jul 17, 2017	As of Jul 17, 2016 (PY)	% Change
ASSETS			
Current Assets			
Bank Accounts			
US Bank Bid Account 8138	7,930.26		
Total Bank Accounts	7,930.26	0.00	0.00%
Total Current Assets	7,930.26	0.00	0.00%
TOTAL ASSETS	\$7,930.26	\$0.00	0.00%
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable (A/P)	5,506.66		
Total Accounts Payable	5,506.66	0.00	0.00%
Other Current Liabilities			
Total Assessments			
2016 Assessments	2,423.60		
Total Total Assessments	2,423.60		
Total Other Current Liabilities	2,423.60	0.00	0.00%
Total Current Liabilities	7,930.26	0.00	0.009
Total Liabilities	7,930.26	0.00	0.009
Equity			
Retained Earnings			
Net Income	0.00		
Total Equity	0.00	0.00	0.009
TOTAL LIABILITIES AND EQUITY	\$7,930.26	\$0.00	0.009

MGT Profit and Loss

January 1 - July 17, 2017

	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 1-17, 2017	Total
INCOME								
Grant Applied	2,399.28	1,035.27	746.41	4,838.25	5,174.53	3,365.26	3,767.40	21,326.40
Total Income	2,399.28	1,035.27	746.41	4,838.25	5,174.53	3,365.26	3,767.40	21,326.40
GROSS PROFIT	2,399.28	1,035.27	746.41	4,838.25	5,174.53	3,365.26	3,767.40	21,326.40
EXPENSES								
Administration	21.00		36.95	250.00	130.00	445.93	281.72	1,165.60
Clean & Green	2,378.28		598.52	1,327.25	1,783.53	1,423.33	468.18	7,979.09
District Branding & Marketing		1,035.27	110.94	3,261.00	3,261.00	1,496.00		9,164.21
Neighborhood Beautifation							3,017.50	3,017.50
Total Expenses	2,399.28	1,035.27	746.41	4,838.25	5,174.53	3,365.26	3,767.40	21,326.40
NET OPERATING INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MGT Profit and Loss YTD Detail January 1 - July 17, 2017

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Split	Amount	Balance
Administration									
01/11/2017	Check		No			Administration	US Bank Bid Account 8138	21.00	21.00
03/07/2017	Check		No	Deluxe Bus Sys		Administration	US Bank Bid Account 8138	36.95	57.95
04/05/2017	Bill		No	Business Cents		Administration	Accounts Payable (A/P)	250.00	307.95
05/12/2017	Bill		No	Business Cents	Flat Rate - Bookkeeping	Administration	Accounts Payable (A/P)	130.00	437.95
06/09/2017	Bill	335022	No	Business Cents	Flat Rate - Bookkeeping	Administration	Accounts Payable (A/P)	130.00	567.95
06/23/2017	Bill	335050	No	Business Cents	Flat Rate - Bookkeeping	Administration	Accounts Payable (A/P)	260.00	827.95
06/27/2017	Bill		No	Chad Baker	Chad used personal credit card. This bill is for reimbursement.	Administration	Accounts Payable (A/P)	55.93	883.88
07/05/2017	Bill	56333	No	Walt's Mailing Service		Administration	Accounts Payable (A/P)	281.72	1,165.60
Total for Administr	ration							\$1,165.60	
Clean & Green									
01/11/2017	Check		No	Spokane County Treasurer	Spokane County Corrections	Clean & Green	US Bank Bid Account 8138	982.42	982.42
01/11/2017	Check		No	City of Spokane		Clean & Green	US Bank Bid Account 8138	500.00	1,482.42
01/11/2017	Check		No	Spokane County Treasurer	Spokane County Corrections	Clean & Green	US Bank Bid Account 8138	895.86	2,378.28
03/15/2017	Check		No	City of Spokane		Clean & Green	US Bank Bid Account 8138	17.35	2,395.63
03/28/2017	Bill	032017	No	City of Spokane		Clean & Green	Accounts Payable (A/P)	49.77	2,445.40
03/28/2017	Bill	SP012831	No	Spokane County Treasurer	Spokane County Corrections	Clean & Green	Accounts Payable (A/P)	531.40	2,976.80
04/24/2017	Bill	51503775	No	Spokane County Treasurer	March 2017 Work Crew	Clean & Green	Accounts Payable (A/P)	1,241.38	4,218.18
04/28/2017	Bill		No	City of Spokane		Clean & Green	Accounts Payable (A/P)	85.87	4,304.05
05/18/2017	Bill	51503814	No	Spokane County Treasurer	District Clean-up activities in April 2017	Clean & Green	Accounts Payable (A/P)	1,594.58	5,898.63
05/28/2017	Bill		No	City of Spokane		Clean & Green	Accounts Payable (A/P)	188.95	6,087.58
06/28/2017	Bill	51503858	No	Spokane County Treasurer	District Clean-up activities in May 2017	Clean & Green	Accounts Payable (A/P)	1,423.33	7,510.91
07/10/2017	Bill	51503889	No	Spokane County Treasurer	District Clean-up activities in June 2017	Clean & Green	Accounts Payable (A/P)	468.18	7,979.09
Total for Clean & G	reen							\$7,979.09	
District Branding &	a Marketing								
02/21/2017	Check		No	Walt's Mailing Service		District Branding & Marketing	US Bank Bid Account 8138	810.27	810.27
02/21/2017	Check		No	USPS		District Branding & Marketing	US Bank Bid Account 8138	225.00	1,035.27
03/02/2017	Bill		No	ESBA Reimbursement	Paid by ESBA's Account to be reimbursed	District Branding & Marketing	Accounts Payable (A/P)	110.94	1,146.21
04/13/2017	Check	5028	No	360 Apparel		District Branding & Marketing	US Bank Bid Account 8138	3,261.00	4,407.21
05/25/2017	Bill	005447	No	360 Apparel	Final payment - Construction street signage	District Branding & Marketing	Accounts Payable (A/P)	3,261.00	7,668.21
06/01/2017	Bill	17-0517	No	Creative Catch Studio	District Logo Design	District Branding & Marketing	Accounts Payable (A/P)	1,496.00	9,164.21
Total for District Br	randing & Marketing							\$9,164.21	
Neighborhood Beau	utifation								
					50 hanging flower baskets to be placed on				
07/13/2017	Bill	45795	No	Northwest Seed & Pet	light poles on newly constructed section of Sprague Ave	Neighborhood Beautifation	Accounts Payable (A/P)	3,017.50	3,017.50
Total for Neighborl	hood Beautifation							\$3,017.50	
TOTAL								\$21,326.40	

Business Improvement District

VENDOR BALANCE DETAIL

All Dates

DATE	TRANSACTION TYPE	NUM	DUE DATE	AMOUNT	OPEN BALANCE	BALANCE
Business Cents						
06/23/2017	Bill	335050	06/23/2017	260.00	260.00	260.00
Total for Busines	ss Cents			\$260.00	\$260.00	
Chad Baker						
06/27/2017	Bill		06/27/2017	55.93	55.93	55.93
Total for Chad B	aker			\$55.93	\$55.93	
Northwest Seed	& Pet					
07/13/2017	Bill	45795	07/13/2017	3,017.50	3,017.50	3,017.50
Total for Northwe	est Seed & Pet			\$3,017.50	\$3,017.50	
Spokane County	/ Treasurer					
06/28/2017	Bill	51503858	06/28/2017	1,423.33	1,423.33	1,423.33
07/10/2017	Bill	51503889	07/10/2017	468.18	468.18	1,891.51
Total for Spokan	e County Treasurer			\$1,891.51	\$1,891.51	
Walt's Mailing Se	ervice					
07/05/2017	Bill	56333	08/04/2017	281.72	281.72	281.72
Total for Walt's M	Mailing Service			\$281.72	\$281.72	
TOTAL				\$5,506.66	\$5,506.66	

ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

				DIL				11	/07/2016
C B	HIS CERTIFICATE IS ISSUED AS A MA ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSUF EPRESENTATIVE OR PRODUCER, AN	ELY OR RANCE I	NEGATIVELY AMEND, EX DOES NOT CONSTITUTE	XTEND	OR ALTER	HE COVER	AGE AFFORDED BY TH	E POL	ICIES
IN If	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject t is certificate does not confer rights to	an ADI to the te	DITIONAL INSURED, the p rms and conditions of the	policy	, certain poli	cies may rec			
	DUCER				AT	,. s Fritz			
	McNaughton & Nate Ins DE	3A: The	Insurance Guys	PHONE (A/C, No	(500)	532-0388	FAX (A/C. No):	(509)5	532-0389
	1204 E Sprague Ave			E-MAIL ADDRE		sfritz@ins-gu			
	Spokane, WA 99202 License #: 5774166				INS	URER(S) AFFO	RDING COVERAGE		NAIC #
	License #: 5774166			INSURE	RA: SENTI	NEL INSURA	NCE COMPANY LIMITED		11000
INSU	RED East Spokane Business As	enciati	on	INSURE	RB:				
	DBA ESBA	500140		INSURE	RC:		,		
	PO Box 4132			INSURE					
	Spokane, WA 99220			INSURE					+
CO	VERAGES CER	TIFICAT	E NUMBER: 0000000-3	INSURE	<u>KF:</u>		REVISION NUMBER:	7	
T۲	IS IS TO CERTIFY THAT THE POLICIES O	F INSUR	ANCE LISTED BELOW HAVE	BEEN I			AMED ABOVE FOR THE P	OLICY	
CI	DICATED. NOTWITHSTANDING ANY REQ ERTIFICATE MAY BE ISSUED OR MAY PEF (CLUSIONS AND CONDITIONS OF SUCH F	RTAIN, TI	HE INSURANCE AFFORDED	BY THE	POLICIES DE	SCRIBED HEF	REIN IS SUBJECT TO ALL 1		
INSR LTR		ADDL SUB			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
Α	X COMMERCIAL GENERAL LIABILITY	Y	52SBMTZ8360		11/25/2016	11/25/2017	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	1,000,000
							MED EXP (Any one person)	\$	10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	s s	2,000,000 4,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED						BODILY INJURY (Per accident)		
	AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE AGGREGATE	\$ \$	
	DED RETENTION \$						AGGREGATE	\$ \$	
	WORKERS COMPENSATION						PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
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CEF				CANC	ELLATION		·		
				840			ESCRIBED POLICIES BE C		
	City of Spokane			THE	EXPIRATION	DATE THEREO	OF, NOTICE WILL BE DELIV		
	Its Officers and Employ			ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.		
	808 W Spokane Falls B	ivu			RIZED REPRESE				
	Spokane, WA 99201								
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License Information	:					New search	Previous search							
Entity name:	EAST SPOKA	EAST SPOKANE BUSINESS ASSOCIATION												
Business name:	EAST SPOKA	NE BUSINESS ASSC												
Entity type:	Nonprofit Corporation													
UBI:	602-286-240													
Location:	Open													
Status:	To check the status of this company, go to the link(s) below: Department of Revenue Secretary of State													
Location address	5:													
1926 E SPRAGUE SPOKANE, WA, 9														
Mailing address:														
PO BOX 4132														
SPOKANE, WA, 9	9220													
Endorsements														
Endorsements held a	at this location	License #	Count	Details	Status	Expiration date	First issuance dat							
Spokane General Bu	siness	1		1	Active	Apr-30-2018	Jun-02-2014							
Governing People M	ay include governing peo	ple not registered with SOS												
Governing people					Title									
BIEL, LAVERNE														
BROWN, TARA														
STONE, LAWRENCE	Ξ													
3 Rows														

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