

## **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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 9, 2018

### **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 MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**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](http://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 [msteinolfson@spokanecity.org](mailto:msteinolfson@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

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## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |  |                        |                      |
|--|------------------------|----------------------|
| <p>1. Personal Service Agreements, as part of the joint strategic plan for marketing assistance to design, develop and produce a campaign that builds Spokane's image and reputation as a desirable place for new investment and to build and grow a career:</p> <p style="margin-left: 40px;">a. QUINN (Spokane, WA)—\$250,000.</p> <p style="margin-left: 40px;">b. Chapter &amp; Verse (Spokane, WA)—\$250,000.</p> <p style="margin-left: 40px;">(Relates to Special Budget Ordinance C35605)<br/>(Deferred from March 26, 2018, Agenda)</p> <p style="margin-left: 40px;"><b>Brian Coddington</b></p> | <p>Approve<br/>All</p> | <p></p>              |
| <p>2. Five-Year Value Blanket Order for standardized workstation purchases—\$125,000.</p> <p style="margin-left: 40px;"><b>Ed Lukas</b></p>  | <p>Approve</p>         | <p>OPR 2018-0210</p> |
| <p>3. Annual Blanket Order with Specialty Asphalt (Spokane, WA) for Nuvo Gap B Products using WA State Contract #01211—Not to exceed \$80,000 (incl. tax).</p> <p style="margin-left: 40px;"><b>Gary Kaesemeyer</b></p>  | <p>Approve</p>         | <p>OPR 2018-0215</p> |

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|-----|--|---------|---|
| 4.  | One-Year Value Blanket Order with Specialty Asphalt (Spokane, WA) for SA Premier Hot Pour Rubberized Sealant accessing WA State Contract #01211—Not to exceed \$115,000 (incl. tax).<br><b>Gary Kaesemeyer</b>   | Approve | OPR 2018-0216                                 |
| 5.  | Renew Annual Blanket Orders with Shamrock Paving and Inland Asphalt, as a group, for asphaltic mixes for use by Street Maintenance, Sewer, and Water & Hydroelectric Services Departments—\$1,925,000 (incl. tax) (Last of four one-year renewals)<br><b>Gary Kaesemeyer</b>                             | Approve | OPR 2014-0264<br>OPR 2014-0106<br>BID 4006-14 |
| 6.  | Low Bid of L&L Cargile, Inc. (Spokane Valley, WA) for Riverside Drive Phase 2B—\$3,772,606.50 (plus tax). An administrative reserve of \$565,890.98 (plus tax), which is 15% of the contract price, will be set aside (Riverside Neighborhood).<br><b>Dan Buller</b>                                     | Approve | OPR 2018-0211<br>ENG 2015078                  |
| 7.  | Authorization to increase the administrative reserve on the Contract with Halme Construction, Inc, for CSO 33-1 Liberty Park Control Facility—increase of \$390,000 for a total administrative reserve of \$1,349,709.25 or 14% of the Contract price (East Central Neighborhood).<br><b>Kyle Twohig</b> | Approve | PRO 2016-0038<br>ENG 2013213                  |
| 8.  | Accept \$70,000 additional funds from the Department of Commerce and to sub-grant the funds to Goodwill by amending their current HEN grant agreement.<br><b>Matt Davis</b>  | Approve | OPR 2017-0412                                 |
| 9.  | Accept CoC grant awards from Housing and Urban Development and authorize the Community Housing and Human Services Department to enter into contracts for the awarded projects—\$3,785,801 Revenue.<br><b>Rebekah Tuno</b>  | Approve | OPR 2018-0212                                 |
| 10. | Amendment and emergency water supply agreement with the City of Airway Heights.<br><b>Dan Kegley</b>   | Approve | OPR 1984-0475                                 |
| 11. | Contract Renewal with Delta Business Training, LLC (Coeur d'Alene, ID) for Public Works Safety Program effective April 14, 2018—not to exceed \$50,000 (incl. tax).<br><b>Matt Lowmaster</b>   | Approve | OPR 2017-0261<br>BID 4344-17                  |
| 12. | Purchase Agreement with lowest responsive bidder Kemira Water Solutions, Inc. (Lawrence, KS) to supply approximately 5,000 dry tons of Aluminum Sulfate beginning April 1, 2018 through March 31, 2021—\$1,370,880 per year (incl. tax).<br><b>Mike Coster</b>   | Approve | OPR 2018-0213<br>BID 4442-18                  |

13. Contract Amendment with Thomas McLane of the firm Randall Danskin (Spokane, WA) to represent the City in an arbitration requested by the Police Guild, additional funds are necessary to pay the final invoice—\$6,500. Total Contract Amount: \$55,000.  
**Mike Ormsby** Approve OPR 2017-0361
14. Report of the Mayor of pending: Approve & Authorize Payments CPR 2018-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2018, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2018: \$\_\_\_\_\_. CPR 2018-0003
15. City Council Meeting Minutes: \_\_\_\_\_, 2018. Approve All CPR 2018-0013
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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

**APPOINTMENTS****RECOMMENDATION**

West Quadrant Tax Increment Financing Neighborhood  
Project Advisory Committee: Five Appointments.

Confirm

CPR 2007-0039

**ADMINISTRATIVE REPORT****COUNCIL COMMITTEE REPORTS**

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

**OPEN FORUM**

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

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

**LEGISLATIVE AGENDA****SPECIAL BUDGET ORDINANCES**(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35605

General Fund

FROM: Unappropriated Reserves, \$500,000;

TO: Contractual Services, same amount.

(This action allows budgeting for one-time funding to support the City's communication and marketing efforts related to Economic Development.) (Relates to Consent Agenda Items 1.a. and 1.b.) (Deferred from March 26, 2018, Agenda)

**Council President Stuckart & Brian Coddington**

ORD C35609      General Fund  
FROM: Other Misc. Charges, \$2,400;  
TO:      Transfer to Library, same amount.

and

Library Fund  
FROM: General Fund, \$2,400;  
TO:      Library Books, same amount.

(This action allows purchasing additional books for the new Book Kiosk in the Library.)

**Council Member Mumm**

ORD C35610      Park and Recreation Fund  
FROM: Reserve for Total Cost Compensation, \$45,760;  
TO:      Event Specialist, same amount.

(This action allows creation of Event Specialist position [from 0 to1].)

**Jonathan Moog**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0025      Of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of up to \$7,500,000 principal amount of Limited Tax General Obligation Bond, 2018 Series A, of the City for general City purposes to provide funds to be placed in the City's Financial Partnership Portfolio Fund as provided in SMC 07.08.150; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

**Gavin Cooley**

RES 2018-0026      Declaring Utilis Inc. (San Diego, CA) as a sole source for a unique and  
OPR 2018-0214      patented algorithm for leaks detection in urban fresh water distribution networks; and authorizing staff to negotiate and execute a contract with Utilis Inc. for use of the patented technology held by Utilis to use the L band microwave wavelength to spot leakage in subterranean drinking water networks via spectral aerial imaging—\$81,000 incl. tax.

**Loren Searl**

ORD C35595      Final Reading Ordinance C35595 vacating Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue. (First Reading held February 26, 2018).

**Eldon Brown**

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

ORD C35611      Regarding yard sales; repealing sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060; amending section 10.45.020; enacting a new section 10.45.070; and repealing section 8.02.0227 of the Spokane Municipal Code.

**Council Member Stratton**

FURTHER ACTION DEFERRED

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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**Motion to Approve Advance Agenda for April 9, 2018**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

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

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The April 9, 2018, Regular Legislative Session of the City Council is adjourned to April 16, 2018.

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## **NOTES**

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

03/26/2018

<u>Date Rec'd</u>	3/7/2018
<u>Clerk's File #</u>	OPR 2018-0172
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	SBO TO BE APPROVED 03/26

<u>Submitting Dept</u>	COMMUNICATIONS
<u>Contact Name/Phone</u>	BRIAN 6740 CODDINGTON
<u>Contact E-Mail</u>	BCODDINGTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0330 - QUINN GROUP MARKETING CONTRACT

Agenda Wording

The city, as part of the joint strategic plan, desires marketing assistance to design, develop and produce a campaign that builds Spokane's image and reputation as a desirable place for new investment and to build and grow a career.

Summary (Background)

The Quinn Group marketing engagement will support the city's efforts to achieve at least three strategic measures identified in the joint plan: increasing median household income, increasing property values, and increasing livable-wage jobs. The effort will be built on deep story-telling and targeted outreach to support the city's urban experience initiative. Assets developed during the effort will be available to be leveraged by other community stakeholders and partners.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 250,000		# 0330-37100-18900-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	CODDINGTON, BRIAN	<u>Study Session</u>
<u>Division Director</u>	CODDINGTON, BRIAN	<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



**City of Spokane**  
**PERSONAL SERVICES AGREEMENT**  
Title: **STRATEGIC MARKETING INITIATIVE**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **QUINN**, whose address is 727 West Garland Avenue, Spokane, Washington, 99205 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to PROVIDE A MULTI-FACETED MARKETING CAMPAIGN TARGETING BUSINESS DECISION-MAKERS IN THE I-5 CORRIDOR FROM OLYMPIA TO EVERETT THAT ENCOURAGES BUSINESS/JOB GROWTH IN THE CITY. SPECIFICALLY, THE CITY IS SEEKING SECONDARY HEADQUARTERS LOCATIONS OR SATELLITE FACILITIES IN THE TECHNOLOGY OR HEALTHCARE INDUSTRIES, BUT ALSO MAINTAINS CENTERS OF EXCELLENCE IN AEROSPACE, MANUFACTURING, AND LOGISTICS; and*

*WHEREAS, the Firm was selected through RFP #4429-18 issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on March 19, 2018, and shall run through December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed three (3) additional one year contract periods.

**2. TIME OF BEGINNING AND COMPLETION.**

The Firm 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 Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in RFP 4429-18 and Firm's RFP Response, which is attached as Exhibit A and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Work is subject to City review and approval. The Firm 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 Firm's progress.

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Firm's services under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Communications Department, 808 West Spokane Falls Blvd., 7<sup>th</sup> Floor, 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. Firm 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 Firm'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 Firm 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 Firm 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.

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

#### **7. 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 Firm 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.

## 8. INDEMNIFICATION.

The Firm shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Firm's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## 9. INSURANCE.

During the period of the Agreement, the Firm 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 Firm'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 \$1,000,000, 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.

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 Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **10. DEBARMENT AND SUSPENSION.**

The Firm has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

#### **11. AUDIT.**

The Firm and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-contractors 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. KEY PERSONS.**

The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm 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 Firm's employment, the Firm 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 Firm from its obligations under this Agreement.

#### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Firm 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 Firm shall incorporate by reference this Agreement, except as otherwise provided. The Firm shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **14. 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 Firm for all work previously authorized and performed prior to the termination date.

#### **15. STANDARD OF PERFORMANCE.**

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

#### **16. 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 Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

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).

#### **17. 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.

#### **18. 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 Firm, 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 Firm 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 Spokane 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 Firm after the time the same shall have become due nor payment to the Firm 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 Firm. 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.

**QUINN**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
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:**

Exhibit A – Scope of Work  
Exhibit B – Certificate Regarding debarment

18-052

**EXHIBIT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Communications
<b>Subject:</b>	Marketing RFP #4429
<b>Date:</b>	March 12, 2018
<b>Contact (email &amp; phone):</b>	Brian Coddington (bcoddington@spokanecity.org, 625-6740)
<b>City Council Sponsor:</b>	Ben Stuckart and Lori Kinnear
<b>Executive Sponsor:</b>	Brian Coddington
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Marketing Spokane’s urban advantages and experience to grow jobs and economic investment is one of the elements detailed in the Strategic Plan two-year action plan. It directly supports strategic measures for increasing median household income, increasing property values, and increasing livable-wage jobs.
<b>Strategic Initiative:</b>	Urban Experience – Marketing Spokane
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of contracts to hire two agency teams
<u>Background/History:</u> <ul style="list-style-type: none"> <li>The city’s first-ever joint strategic planning process prioritized economic vitality and identified differentiating Spokane through marketing as an element of the two-year action plan.</li> <li>A one-time, \$52M Community Investment Plan over 2 years, includes marketing money</li> <li>Differentiating Spokane with a marketing effort supports three important measures:               <ul style="list-style-type: none"> <li>Grow median household income (currently \$45,676 to greater than \$54,000 need for a family of four to meet basic needs, according to two independent studies)</li> <li>Increase property values</li> <li>Increase livable-wage jobs</li> </ul> </li> </ul>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Spokane is on the verge of amazing opportunity, and it is all about urban experience.</li> <li>The city spent six years working on finances and realigning resources</li> <li>That work has created stability and included:               <ul style="list-style-type: none"> <li>Unprecedented levels of investment – \$2.4B over the past six years</li> <li>Riverfront Spokane – \$64M</li> <li>Back-to-back record construction seasons</li> <li>\$300+M investment in a cleaner river faster</li> </ul> </li> </ul>	

- We are in a position to focus on telling a story that differentiates Spokane as an urban center and supports the city's desire for increased economic vitality.
- The marketing effort has three elements:
  - New business investment
  - Spokane alumni recruitment
  - Local brand building
- The city issued RFP #4429-18 Strategic Marketing Initiative in January and received about a dozen responses
- A selection committee of Ben Stuckart, Lori Kinnear, Rick Romero, Gavin Cooley, Charlie Wolff, and Brian Coddington reviewed the proposals and interviewed two agency teams: a partnership between Quinn + Treatment and a single agency, Chapter & Verse
- Both agency teams made strong proposals; Q+T developed a direct outreach strategy based on deep storytelling to target specific industries and businesses based on research they had conducted while C&V proposed a digital lifestyle strategy to reach professionals that consider Spokane an place to build and grow a career
- The selection committee met multiple times and determined the proposals from the agency teams work really well as a package to meet all three objectives
- The selection committee is recommending that Council approve the hiring of both agency teams and increase the RFP budget from an initial \$250,000 to \$500,000
- An SBO will be presented to the Council for consideration to move money from Unappropriated Reserves to a Communications Contractual Services line

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

The current budget includes \$250,000 for marketing services. An additional \$250,000 is being requested for marketing services as detailed above.

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

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

04/09/2018

<u>Date Rec'd</u>	3/14/2018
<u>Clerk's File #</u>	OPR 2018-0173
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	SBO TO BE APPROVED 03/26

<u>Submitting Dept</u>	COMMUNICATIONS
<u>Contact Name/Phone</u>	BRIAN 6740 CODDINGTON
<u>Contact E-Mail</u>	BCODDINGTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0330 - CHAPTER & VERSE MARKETING CONTRACT

Agenda Wording

The city, as part of the joint strategic plan, desires marketing assistance to design, develop and produce a campaign that builds Spokane's image and reputation as a desirable place for new investment and to build and grow a career.

Summary (Background)

The Chapter & Verse marketing engagement will support the city's efforts to achieve at least three strategic measures identified in the joint plan: increasing median household income, increasing property values, and increasing livable-wage jobs. The effort will be built on deep story-telling and targeted outreach to support the city's urban experience initiative. Assets developed during the effort will be available to be leveraged by other community stakeholders and partners.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 250000		# 0330-37100-18900-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	CODDINGTON, BRIAN	<u>Study Session</u> 3/12 - UE
<u>Division Director</u>	CODDINGTON, BRIAN	<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	bstuckart@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	lkinnear@spokanecity.org
<u>Additional Approvals</u>		rromero@spokanecity.org
<u>Purchasing</u>		cwoff@spokanecity.org
		gcooley@spokanecity.org
		bcoddington@spokanecity.org

## Briefing Paper

### Urban Experience

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Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**  
**PERSONAL SERVICES AGREEMENT**  
Title: **STRATEGIC MARKETING INITIATIVE**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CHAPTER & VERSE**, whose address is 111 North Post Street, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to PROVIDE A MULTI-FACETED MARKETING CAMPAIGN TARGETING BUSINESS DECISION-MAKERS IN THE I-5 CORRIDOR FROM OLYMPIA TO EVERETT THAT ENCOURAGES BUSINESS/JOB GROWTH IN THE CITY. SPECIFICALLY, THE CITY IS SEEKING SECONDARY HEADQUARTERS LOCATIONS OR SATELLITE FACILITIES IN THE TECHNOLOGY OR HEALTHCARE INDUSTRIES, BUT ALSO MAINTAINS CENTERS OF EXCELLENCE IN AEROSPACE, MANUFACTURING, AND LOGISTICS; and*

*WHEREAS, the Firm was selected through RFP #4429-18 issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on March 19, 2018, and shall run through December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed three (3) additional one year contract periods.

**2. TIME OF BEGINNING AND COMPLETION.**

The Firm 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 Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in RFP 4429-18 and Firm's RFP Response, which is attached as Exhibit A and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Work is subject to City review and approval. The Firm 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 Firm's progress.

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Firm's services under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Communications Department, 808 West Spokane Falls Blvd., 7<sup>th</sup> Floor, 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. Firm 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 Firm'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 Firm 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 Firm 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.

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

#### **7. 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 Firm 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.

## 8. INDEMNIFICATION.

The Firm shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Firm's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## 9. INSURANCE.

During the period of the Agreement, the Firm 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 Firm'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 \$1,000,000, 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.

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The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm 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 Firm's employment, the Firm 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 Firm from its obligations under this Agreement.

#### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Firm 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 Firm shall incorporate by reference this Agreement, except as otherwise provided. The Firm shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **14. 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 Firm for all work previously authorized and performed prior to the termination date.

#### **15. STANDARD OF PERFORMANCE.**

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

#### **16. 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 Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

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).

#### **17. 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.

#### **18. 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 Firm, 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 Firm 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 Spokane 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 Firm after the time the same shall have become due nor payment to the Firm 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 Firm. 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.

**CHAPTER & VERSE**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
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:**

Exhibit A – Scope of Work  
Exhibit B – Certificate Regarding debarment

18-052

**EXHIBIT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

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

04/09/2018

<u>Date Rec'd</u>	3/21/2018
<u>Clerk's File #</u>	OPR 2018-0210
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ED LUKAS 625-6286	<u>Project #</u>	
<u>Contact E-Mail</u>	RLUKAS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	5900 - VALUE BLANKET - STANDARDIZED FURNITURE PURCHASES		

Agenda Wording

Value blanket for standardized workstation purchases.

Summary (Background)

The anticipated annual City-wide furniture expenditure is \$125,000.00. The pricing term is five years.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 125,000	# Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	F&A 3/19/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	tdunivant@spokancity.org	
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	cbrazington@spokanecity.org	
		rlukas@spokanecity.org	
		cwahl@spokanecity.org	

**BRIEFING PAPER**  
**City of Spokane**  
**Asset Management Department**  
**March 19, 2018**

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**Subject**

Value Blanket for standardized Furniture and Workstation Purchases

**Background**

In order to create a consistent, coordinated office environment throughout the City of Spokane, the City has established office furniture standards as shown in the attached standards list. The standards balance fiscal responsibility with providing good quality, long lasting furniture that promotes a healthy work environment.

These standards complement and expand the following policies: Administrative Policy 5900-17-02, Purchasing Furniture Office Systems; and Administrative Policy 5900-17-01, City Hall Operations, Furniture and Equipment.

The furniture standards contain the most commonly requested items by City departments, including chairs, tables, filing cabinets, lobby area pieces, and workstations. It provides specifics as to colors and materials to create a consistent look and enable flexibility of furniture placement.

**Action**

Approve the Value Blanket for standardized purchasing at defined costs per unit. The anticipated annual expenditure City-wide is \$125,000. The pricing term is 5 years.

**Funding**

Funding governed by budget allowances within individual departments.

Attachments:

1. City of Spokane – Furniture Standards
2. Citywide Furniture Standard List – Order Procedure
3. 2018- Facility – Lobby Furniture Standard List
4. 2018 Individual Work Station Furniture Standard List

## **CITY OF SPOKANE - FURNITURE STANDARDS**

In order to create a consistent, coordinated office environment throughout the City of Spokane, the City has established office furniture standards as shown in the attached standards list. The standards balance fiscal responsibility with providing good quality, long lasting furniture that promotes a healthy work environment.

These standards complement and expand the following policies: Administrative Policy 5900-17-02, Purchasing Furniture Office Systems; and Administrative Policy 5900-17-01, City Hall Operations, Furniture and Equipment.

The furniture standards contain the most commonly requested items by City departments, including chairs, tables, filing cabinets, lobby area pieces, and workstations. It provides specifics as to colors and materials to create a consistent look and enable flexibility of furniture placement.

Department purchasers can buy any furniture shown on the standards list—providing they have department budget and managerial approval to do so—without contacting asset management for approval. The list is a pre-approved list of selections. The only exceptions are workstations.

Workstations involve electrical and data needs, and asset management maintains a small inventory of workstation components that can offset furniture purchases. Consequently, asset management must review and approve workstations.

We recognize that the furniture standards list will not capture every furniture need in the City. If you need furniture not on the list, furniture requests are to be presented to asset management for review and approval.

Roles and responsibilities of key parties:

### Department Directors and Division Heads:

- Budget management. Sorting out wants from needs before furniture purchases are made is incumbent upon managers overseeing their financial resources.
- Creating a professional and attractive work environment. The needs for a healthy employee workspace and an office area that meets expectations of our citizens are primary responsibilities.

### Asset management:

- Keep furniture standards current and seek upgrades whenever possible. Advances in office environments and maintaining standards are not mutually exclusive, but they do require effort reconciling them.
- Provide guidance and recommendations on requested exceptions and workstations.
- Manage vendor relations.

Department purchasers:

- Follow the “Citywide Furniture Standard List – Order Procedure.”
- Make the actual purchases after receiving department managerial approval. Purchases are made by purchasers, not asset management.
- Follow through on furniture order completion and payment.
- Escalate problems to asset management and department managers.

Effective Date for Changes: January 1, 2018

Attachments:

1. Citywide Furniture Standard List- Order Procedure
2. 2018 Individual Workstation Furniture Standard List
3. 2018 Facility – Lobby Furniture Standard List

Attachments will also be stored online under SharePoint → Request → City Facility Request.

## **CITYWIDE FURNITURE STANDARD LIST – ORDER PROCEDURE**

The Asset Management Department has developed a Citywide Furniture Standard List. Purchases from this list do not require pre-approval from the Asset Management Department.

The Furniture Standard List falls into two categories:

- Facility/Lobby Furniture Standard List
- Individual Work Station Furniture Standard List

Purchasing has developed two Value Blankets for use by Departments when ordering from the Furniture Standard List:

- Value Blanket #300924 for Facility/Lobby Furniture
- Value Blanket #300925 for Individual Work Station Furniture

The Furniture List for each Value Blanket is on the SharePoint Purchasing site.

1. Departments will look at the lists to determine which Value Blanket to use.
2. For either of these Value Blankets, Departments will contact Contract Design Associates (“CDA”) at (509) 624-4220 and ask for the City of Spokane account executive for assistance with your specific furniture order.
3. Reference the Value Blanket Order number the Department is using.
4. CDA will provide a quote for the order referencing the Value Blanket Order number.
5. The Department will create a release against the Value Blanket Order and place the order with Contract Design Associates referencing the release number.
6. The standard Department process will follow for order receipt and payment.

If any issues arise during the order process, contact [purchasinghelp@spokanecity.org](mailto:purchasinghelp@spokanecity.org) or the Procurement Specialist assigned to your Department for assistance.

NOTE: Only furniture items on the Furniture Standard List may be ordered from these Value Blankets. For furniture items not on the Furniture Standard List, contact the Asset Management Department for guidance and approval.

2018 FURNITURE STANDARD LIST  
INDIVIDUAL WORK STATION FURNITURE



## Torsa Chair - Task

SitOnIt • Seating®



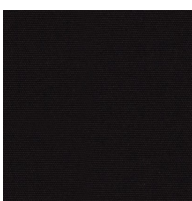
### Torsa task:

**Black Fabric: \$ 363.09**

**Black Vinyl: \$ 390.39**

**US Communities# 440003403**

Fully adjustable arm  
Fully adjustable seat  
Black frame  
Black arms  
Partially Assembled  
Delivery additional



Fabric:  
Sugar Licorice

## Lumin Chair - Conference

SitOnIt • Seating®



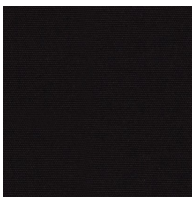
### Lumin task:

**Black Fabric: \$ 240.70**

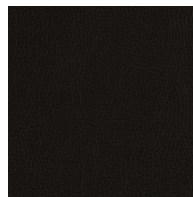
**Black Vinyl: \$ 261.17**

**US Communities# 440003403**

Fixed arm  
Fixed seat  
Black frame  
Black arms  
Delivery additional



Fabric:  
Sugar Licorice



Vinyl:  
Canter Onyx

## Amplify Stool

SitOnIt • Seating®

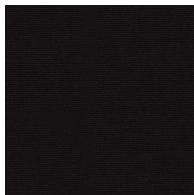


### Amplify stool:

**\$ 308.95**

**US Communities# 440003403**

Adjustable arms  
Adjustable seat  
Black frame  
Black base  
Black arms  
Black fabric and frame  
Partially Assembled  
Delivery additional



Fabric:  
Sugar Licorice

## Lumin 4 Leg Chair

SitOnIt • Seating®

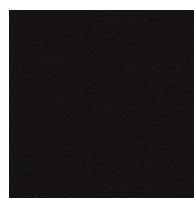


**Lumin 4 Leg Chair—Plastic Stacker  
occasional chair not for conference  
room use.**

**\$ 108.75**

**US Communities# 440003403**

Armless  
Fixed height  
Black frame  
Plastic seat and back  
Assembled  
Delivery additional



Black

## Lumin 4 Leg Chair

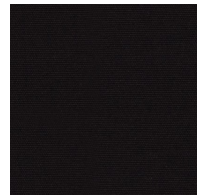
SitOnIt • Seating®



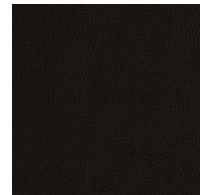
**Lumin 4 Leg chair—Office Side**  
**For conference rooms side chair and**  
**Office guest chair.**

**Black Fabric: \$ 187.92**  
**Black Vinyl: \$ 221.59**  
**US Communities# 440003403**

*Arms*  
Fixed height  
Black frame Fully upholstered  
Assembled  
Delivery additional



Fabric:  
Sugar Licorice



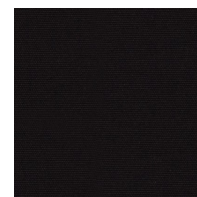
Vinyl:  
Canter Onyx



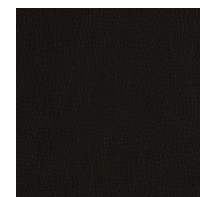
**Lumin 4 Leg chair—Office Side**  
**For conference rooms side chair and**  
**Office guest chair.**

**Black Fabric: \$ 161.53**  
**Black Vinyl: \$ 195.20**  
**US Communities# 440003403**

*Armless*  
Fixed height  
Black frame  
Assembled  
Delivery additional



Fabric:  
Sugar Licorice



Vinyl:  
Canter Onyx

# Storage



**BBF**

**\$ 222.95**

**US Communities# 440003403**

*Full extension drawers  
Ball bearing drawer glides*



Finish: Inner Tone Light HF



**FF**

**\$ 189.00**

**US Communities# 440003403**

*Full extension drawers  
Ball bearing drawer glides*



Finish: Inner Tone Light HF

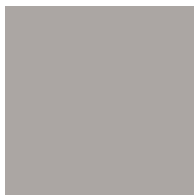


**BF Mobile (matches existing)-with Cushion Seat Top**

**\$ 356.04**

**US Communities# 440003403**

*Full extension drawers  
Ball bearing drawer glides*



Finish: Inner Tone Light HF

## Tables



**Hat electric height table base**

**\$ 554.90—Base Only in silver**

For 24" to 30" wide tops from 48" to 96" long.



**Hat electric height table base with top**  
**Top color to be HT Inner tone**

**\$680.47 - base with 24"x72" Top**

For 24" to 30" wide tops from 48" to 96" long.



Top: Inner Tone HT

2018 FURNITURE STANDARD LIST  
FACILITY/LOBBY FURNITURE





**Herman Miller Everywhere tables flip top**

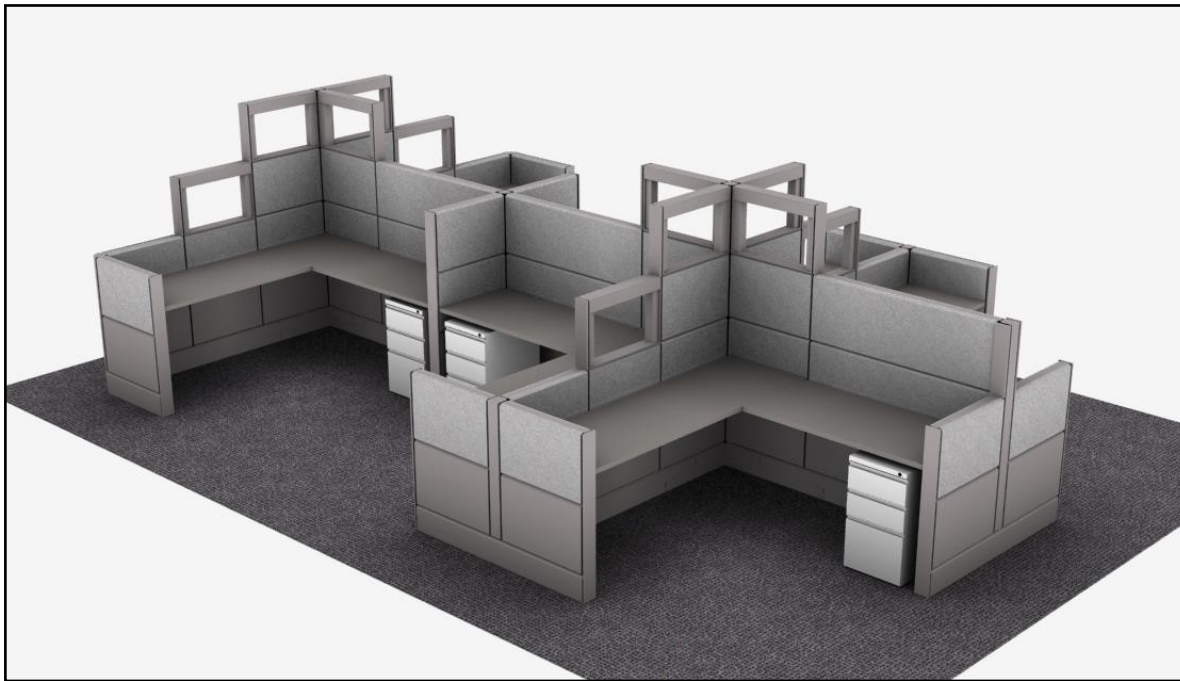
**\$ 586.08**

**US Communities# 440003403**

30"x72 " casters and non caster option.



Oak on Ash LBB



Crossing  
Indigo  
8T18



Crossing  
Shale  
8T19

**Herman Miller Ethospace**  
**Crossing Indigo accent color**  
**Crossing Shale main color**

**US Communities# 440003403**

Qty of stations and layouts dictate price

\$ 1,500.00– 10,000.00

Lobby

Ideon Visit chair with wood arms

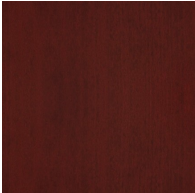
TCPN Contract #R142205

\$ 756.70

Wood Arm Options:



Clear Maple



Amber Mahogany



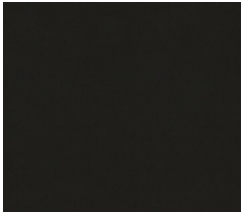
Ideon Visit chair armless

TCPN Contract #R142205

\$660.10



Vinyl Seat—All Chair Styles:



Slide Onyx

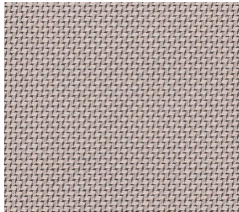


Slide Fog

Fabric Back Options—All Chair Styles:



Odyssey Captain



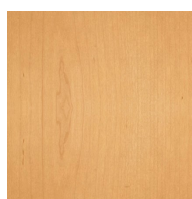
Tradition Ash



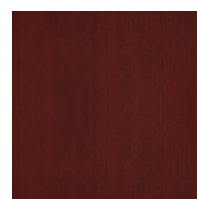
## Ideon Occasional tables

TCPN Contract #R142205

\$ 470.00– 730.00



Clear Maple



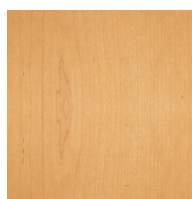
Amber Mahogany



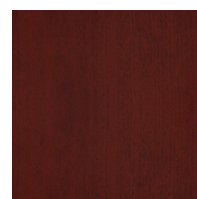
## Ideon Cube tables

TCPN Contract #R142205

\$ 350.00– 473.00



Clear Maple



Amber Mahogany

**FINANCE & ADMINISTRATION COMMITTEE MEETING**  
**AGENDA FOR**  
**March 19, 2018**  
**1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Finance & Technology Committee meeting will be held at **1:15 p.m. on March 19, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

**AGENDA**

**I. Call to Order**

**II. Approval of Minutes from February 26, 2018 Meeting**

**III. Council Requests**

- Budget Reform Ordinance – Council President Stuckart

**IV. Staff Requests**

- |  |               |
|--|---------------|
| 1. Strategic Re-Organization Update (10-15 minutes)        | Dawn Kinder   |
| 2. Federal Opportunity Zones (5 minutes)                   | Dawn Kinder   |
| 3. Modular Conference Walls in City Hall Lobby (5 minutes) | Ed Lukas      |
| 4. A/R Collection Update (5-10 minutes)                    | Morse/Delaney |
| 5. Financial Update (10 min)                               |               |
| A. Economic Policy & Forecasting Update                    | Gavin Cooley  |
| 6. IT Update (10 min)                                      | Eric Finch    |

**V. Consent Items**

- Laundau Havana Wells Field CM – Dan Buller
- Library SBO Kiosk Books – CM Mumm
- Competitive Purchasing Requirements – Sally Stopher
- On-Call Construction Management Consultants – Dan Buller
- 2018 Residential Chipseal – Dan Buller
- Funding Approval for CSO 26 Construction Management Support – Kyle Twohig
- Journal Technologies Annual Support and Upgrade of Justware – Eric Finch
- XO Communications amendment for 2<sup>nd</sup> year variable costs for Telecommunications Carrier Services – Eric Finch
- Citywide Furniture Value Blanket Increase – Ed Lukas

- SBO for Event Specialist Position in Parks – Jonathan Moog/Diana Whaley

**VI. Executive Session:**

**VII. Adjournment:**

**Next Finance & Technology Committee meeting will be on Monday, April 16, 2018.**

***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 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@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.***

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

04/09/2018

<u>Date Rec'd</u>	3/28/2018
<u>Clerk's File #</u>	OPR 2018-0215
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	WA STATE
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100-STREET DEPARTMENT ANNUAL VALUE BLANKET ORDER FOR NUVO GAP		

Agenda Wording

Annual Blanket Order with Specialty Asphalt (Spokane, WA) for Nuvo Gap B Products using Wa State Contract #01211 - Not to exceed \$80,000.00 including tax

Summary (Background)

Nuvo Gap is the crack sealing material that is used on the wider and deeper cracks found on the residential streets. The City started a residential crack sealing program in 2012 to preserve residential streets and extend their life cycle as part of the Transportation Benefit District (TBD) Program. As a member of the Wa State Purchasing Cooperative, State Contract pricing is available to the City and is the best price since discounts are deeper. This product will be purchased "as needed".

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 80,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KAESEMEYER, GARY	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 3/26/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	TPRINCE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	NZOLLINGER	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Nuvo Gap B Product from Specialty Asphalt
<b>Date:</b>	3/26/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <i>Nuvo Gap is the crack sealing material that is used on the wider and deeper cracks found on the residential streets. It cost \$0.78 per pound and we plan to use about 90,000 pounds of this material not to exceed \$80,000.</i>	
<b>Executive Summary:</b>  <i>Impact</i> <ul style="list-style-type: none"> <li>We started a residential crack sealing program in 2012 to preserve residential streets and extend their life cycle as part of the Transportation Benefit District (TBD) program. In 2013 we started using Nuvo Gap in deep wide cracks (1 inch and wider) to aid in the drivability and smoothness of streets and preservation and extension of the life cycle of these streets. We will be able to fill approximately 200,000 lineal feet of crack using this product.</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approve this value blanket for NUVO GAP using state contract #01211, on “as needed” bases.</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>Funding for this is included in the 2018 street operation and maintenance budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

04/09/2018

<u>Date Rec'd</u>	3/28/2018
<u>Clerk's File #</u>	OPR 2018-0216
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100-STREET DEPT ANNUAL BLANKET ORDER FOR SA PREMIER		

Agenda Wording

Approval of a one-year Value Blanket Order for SA Premier Hot Pour Rubberized Sealant from Specialty Asphalt (Spokane, WA) accessing Wa State Contract #01211 - Not to exceed \$115,000.00 including tax

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State Contract represents the best price available to us because the State Contractor is allowed a deeper discount from the manufacturer. Staff requests a Value Blanket Order to be approved to enable purchases from this State Contract on an "as needed" basis.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 115,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KAESEMEYER, GARY	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 3/26/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	TPRINCE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	NZOLLINGER	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	SA Premier hot-pour rubberized sealant from Specialty Asphalt
<b>Date:</b>	3/26/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> SA Premier hot-pour rubberized crack sealant is used to crack seal streets on an approximate five year cycle. We plan to use about 144,000 lbs. on both the arterial and residential streets this year. The SA Premier Rubberized Crack Sealant cost is \$0.80 per pound and is on State Contract #01211, not to exceed \$115,000.	
<b>Executive Summary:</b>  <i>Impact</i> <ul style="list-style-type: none"> <li>The Street Department started a maintenance crack seal program in 2003 on arterial streets. The residential crack seal program started in 2012 as part of the Transportation Benefit District (TBD) funding. Crack sealing the life of pavement by reducing the amount of moisture that infiltrates the subgrade, which reduces the impacts of the freeze/thaw cycles during winter months. We plan to crack seal approximately 500,000 liner feet in 2018.</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approval of a one year blanket order for SA Premier using State Contract #01211, on an “as needed” basis.</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>Funding for this is included in the 2018 Street Operation and Maintenance Budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

04/09/2018

<u>Date Rec'd</u>	3/28/2018
<u>Clerk's File #</u>	OPR 2014-0264
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	BID #4006-14
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100 - STREET DEPT RENEWAL OF ASPHALTIC MIXES VALUE BLANKETS		

Agenda Wording

Renew annual blanket orders with Shamrock Paving and Inland Asphalt, as a group, for asphaltic mixes for use by Street Maintenance, Sewer, Water & Parks Departments - \$1,925,000.00 including tax

Summary (Background)

On April 14, 2014 City Council approved the award of annual blanket orders to the above referenced vendors (OPR 2014-0264). Value Blanket Orders with both vendors will allow the City to haul from the location most economical for the job sites. Due to the volatility of this product, vendors will provide pricing on a monthly basis. This is the last of four one-year renewals.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 1,925,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KAESEMEYER, GARY	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 3/26/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	tprince
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Taxes & Licenses
<u>Additional Approvals</u>		nzollinger
<u>Purchasing</u>	PRINCE, THEA	

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Asphalt Mixes
<b>Date:</b>	3/26/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <i>This material is used by the Street Department, Parks Department, Sewer Maintenance and Water Department. The City of Spokane Purchasing Department requested bids in 2014 (Bid # 2014-14) from the major asphalt producers in the region. This is the third (3<sup>rd</sup>) of (4) optional one-year renewals. The estimated annual cost for all departments is \$1,925,000.</i>	
<b>Executive Summary:</b> <i>Impact</i> <ul style="list-style-type: none"> <li>The Street Department plans to grind and overlay approximately 8 lane miles of arterial streets, along with patching sewer and water cuts for the City Utilities.</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes from both Inland and Shamrock Paving.</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2018 budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

04/09/2018

<u>Date Rec'd</u>	3/20/2018
<u>Clerk's File #</u>	OPR 2018-0211
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015078
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR19223
<u>Agenda Item Name</u>	0370-LOW BID AWARD - L&L CARGILE, INC.		

Agenda Wording

Low Bid of L&L Cargile, Inc.(Spokane Valley, WA)for Riverside Drive Phase 2B - \$3,772,606.50 plus tax. An administrative reserve of \$565,890.98 plus tax, which is 15% of the contract price will be set aside. (Riverside Neighborhood Council)

Summary (Background)

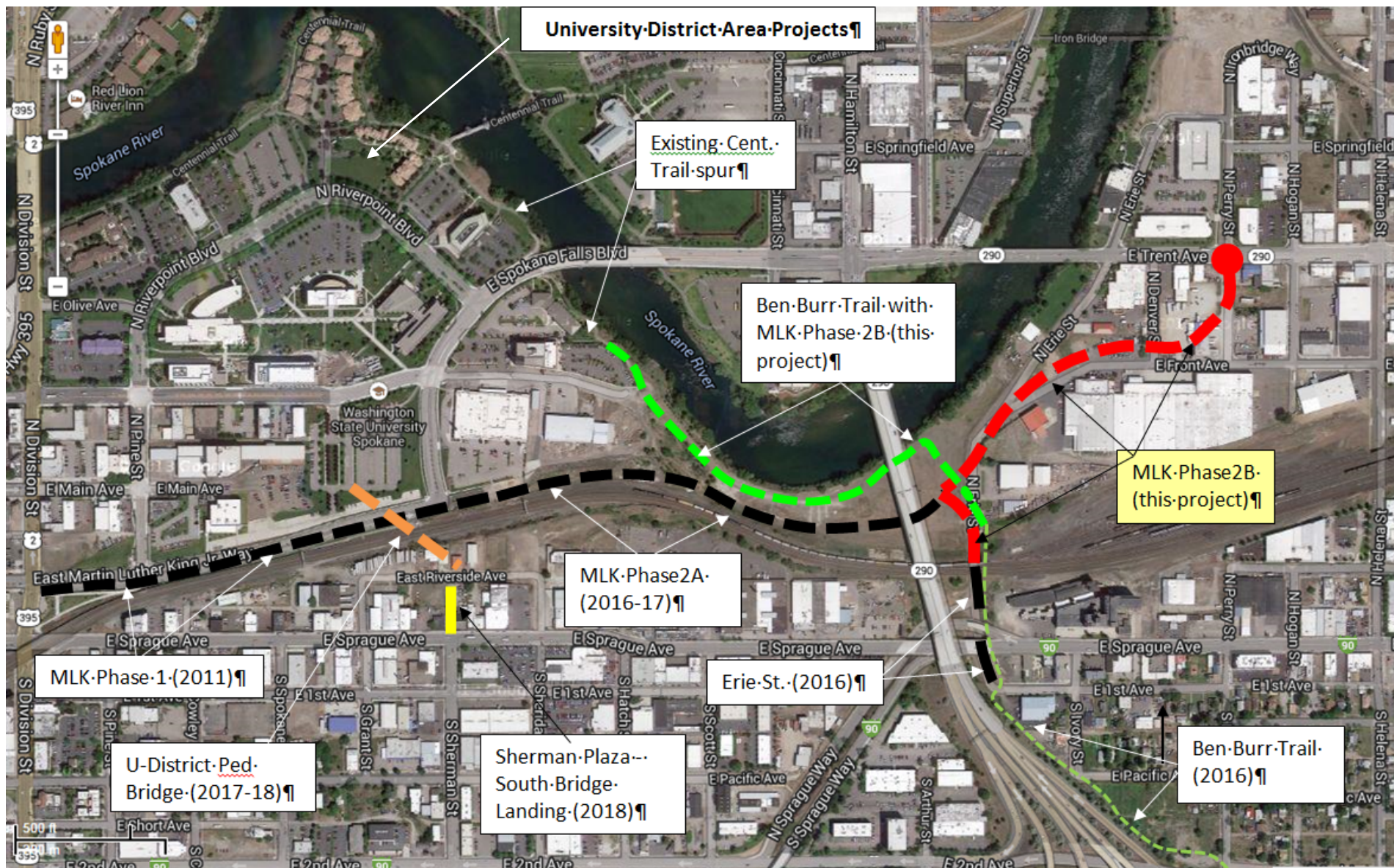
On March 19, 2018 bids were opened for the above project. The low bid was from L&L Cargile, Inc. in the amount of \$3,772,606.50, which is \$620,810.50 or 14.04% Under the Engineer's Estimate. One other bid was received as follows: T. LaRiviere Equipment & Excavation Inc. - \$3,941,912.72.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 4,363,847.37	# 3200 94997 95300 56501 21007
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> UE 3/12/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Engineering Admin
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		mdoval@spokanecity.org

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	MLK Phase 2B
<b>Date:</b>	March 12, 2018
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The project is in the 6 Year Street Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The Riverside Ave. extension project (since renamed Martin Luther King Jr Way) was begun in 2011 (Phase 1) and consisted of a new road parallel to and north of the RR tracks from Division St. to Sherman Ave. by the WSU Bookie.</li> <li>Phase 2A of the project was finished in 2017 and extended the new road from Sherman Ave. to Erie St.</li> <li>In 2016, Erie St. beneath the RR tracks and Sprague Ave. was completed providing a paved connection between 1<sup>st</sup> Ave. on the south side of the tracks with the new MLK Way.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>MLK Way Phase 2B picks up the project where Phase 2A left off at Erie and extends the new street to a roundabout at Trent Ave. and Perry St., thereby completing the MLK project from Division St. to Trent Ave.</li> <li>While the condemnation lawsuit is still underway, it is expected to be complete by mid-summer.</li> <li>Work will begin on the opposite end of the project so that the necessary ROW will be in hand by the time the contractor gets to the part of the project near Brown Building Materials.</li> <li>In the event the judgment is appealed, a temporary bypass around the contended property has been included in the design.</li> <li>This project also completes the Ben Burr Trail connection to the Centennial Trail.</li> <li>Construction is to begin in the spring of 2018. Engineer's estimate is approx. \$4.1M.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City Of Spokane**  
**Engineering Services Department**  
**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2015078

**Project Description** Riverside Extension Phase 2B

**Funding Source** Local

**Preparer** Michael Myers

**Original Date** 2/13/2018 6:48:25 AM

**Update Date** 3/19/2018 1:43:21 PM

**Addendum** Addendum 2

<b>Project Number: 2015078</b>			<b>Engineer's Estimate</b>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b>	COMMON & STREET				Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	50.00	*****	2,850.00	*****	0.00
103	POTHOLING	21 EA	400.00	8,400.00	100.00	2,100.00	420.00	8,820.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	26,523.00	*****	22,900.00	*****	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	5,000.00	*****	1,150.00	*****	0.00
106	MOBILIZATION	1 LS	*****	437,200.00	*****	243,225.00	*****	137,118.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	80,000.00	*****	34,081.00	*****	137,000.00	*****	0.00
108	SPECIAL SIGNS	408 SF	20.00	8,160.00	12.75	5,202.00	23.00	9,384.00	0.00	0.00
109	SEQUENTIAL ARROW SIGN	6000 HR	5.00	30,000.00	1.90	11,400.00	4.60	27,600.00	0.00	0.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.80	2,660.00	5.70	3,990.00	0.00	0.00
111	TYPE III BARRICADE	15 EA	75.00	1,125.00	80.00	1,200.00	57.00	855.00	0.00	0.00
112	REMOVE TREE, CLASS I	12 EA	400.00	4,800.00	250.00	3,000.00	290.00	3,480.00	0.00	0.00
113	REMOVE TREE, CLASS II	1 EA	1,000.00	1,000.00	2,000.00	2,000.00	1,450.00	1,450.00	0.00	0.00
114	REMOVE TREE, CLASS III	2 EA	1,400.00	2,800.00	5,000.00	10,000.00	4,850.00	9,700.00	0.00	0.00

<i>Project Number:</i> <b>2015078</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
115	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	9,031.00	*****	121,000.00	*****	0.00
116	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	17 EA	700.00	11,900.00	425.00	7,225.00	390.00	6,630.00	0.00	0.00
117	REMOVE EXISTING <12 IN. DIAMETER PIPE	100 LF	12.00	1,200.00	8.00	800.00	6.50	650.00	0.00	0.00
118	SAWCUTTING CURB	11 EA	25.00	275.00	22.00	242.00	29.00	319.00	0.00	0.00
119	SAWCUTTING RIGID PAVEMENT	180 LFI	1.10	198.00	1.00	180.00	1.40	252.00	0.00	0.00
120	SAWCUTTING FLEXIBLE PAVEMENT	9610 LFI	0.50	4,805.00	0.30	2,883.00	1.10	10,571.00	0.00	0.00
121	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	6 EA	500.00	3,000.00	275.00	1,650.00	370.00	2,220.00	0.00	0.00
122	ROADWAY EXCAVATION INCL. HAUL	1 LS	*****	25,000.00	*****	243,576.00	*****	210,000.00	*****	0.00
123	REMOVAL AND HANDLING OF CONTAMINATED MATERIAL	75 CY	18.00	1,350.00	50.00	3,750.00	100.00	7,500.00	0.00	0.00
124	HEALTH AND SAFETY PLAN	1 LS	*****	16,000.00	*****	3,500.00	*****	5,700.00	*****	0.00
125	MONITORING WELL PROTECTION	1 LS	*****	1,500.00	*****	1,200.00	*****	1,050.00	*****	0.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	25 CY	18.00	450.00	15.00	375.00	22.00	550.00	0.00	0.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	25 CY	15.00	375.00	15.00	375.00	44.00	1,100.00	0.00	0.00
128	GRADE & SHAPE LANDSCAPE AREAS, INCL. HAUL	1 LS	*****	75,000.00	*****	30,000.00	*****	62,800.00	*****	0.00
129	PREPARATION OF UNTREATED ROADWAY	32380 SY	3.00	97,140.00	1.50	48,570.00	1.60	51,808.00	0.00	0.00
130	CONSTRUCTION GEO- MEMBRANE FOR SOIL ENCAPSULATION	600 SY	40.00	24,000.00	18.00	10,800.00	5.70	3,420.00	0.00	0.00
131	CRUSHED SURFACING TOP COURSE	1705 CY	47.00	80,135.00	42.00	71,610.00	35.00	59,675.00	0.00	0.00
132	CRUSHED SURFACING BASE COURSE	4185 CY	47.00	196,695.00	42.00	175,770.00	35.00	146,475.00	0.00	0.00

<i>Project Number:</i> <b>2015078</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
133	DUST CONTROL	1 FA	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	0.00	0.00
134	CSTC FOR SIDEWALK AND DRIVEWAYS	180 CY	75.00	13,500.00	90.00	16,200.00	110.00	19,800.00	0.00	0.00
135	HMA DRIVEWAY TRANSITION PG 64-28, 2 INCH THICK	270 SY	11.00	2,970.00	25.00	6,750.00	31.00	8,370.00	0.00	0.00
136	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	9210 SY	18.00	165,780.00	15.00	138,150.00	13.00	119,730.00	0.00	0.00
137	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	35845 SY	12.00	430,140.00	9.60	344,112.00	10.00	358,450.00	0.00	0.00
138	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	995 SY	18.00	17,910.00	14.00	13,930.00	17.00	16,915.00	0.00	0.00
139	HMA CL. 1/2 IN. PG 70-28, 3.5 INCH THICK	7050 SY	21.00	148,050.00	16.00	112,800.00	17.00	119,850.00	0.00	0.00
140	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
141	COMPACTION PRICE ADJUSTMENT	1 CAL	15,310.00	15,310.00	15,310.00	15,310.00	15,310.00	15,310.00	0.00	0.00
142	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	30 CY	120.00	3,600.00	320.00	9,600.00	340.00	10,200.00	0.00	0.00
143	FURNISHING CONCRETE FOR COLORED CEMENT CONCRETE PAVEMENT	175 CY	135.00	23,625.00	390.00	68,250.00	430.00	75,250.00	0.00	0.00
144	CEMENT CONCRETE PAVEMENT, 8 IN THICK	130 SY	80.00	10,400.00	80.00	10,400.00	86.00	11,180.00	0.00	0.00
145	CEMENT COLORED CONCRETE PAVEMENT, 8 IN THICK	785 SY	90.00	70,650.00	115.00	90,275.00	130.00	102,050.00	0.00	0.00
146	CEMENT CONCRETE CURB WALL	200 LF	70.00	14,000.00	80.00	16,000.00	86.00	17,200.00	0.00	0.00
147	DUCTILE IRON STORM SEWER PIPE 4 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	60 LF	50.00	3,000.00	53.50	3,210.00	44.00	2,640.00	0.00	0.00
148	DUCTILE IRON STORM SEWER PIPE 6 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	70 LF	60.00	4,200.00	41.50	2,905.00	45.00	3,150.00	0.00	0.00
149	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	560 LF	70.00	39,200.00	45.60	25,536.00	42.00	23,520.00	0.00	0.00

<i>Project Number:</i> <b>2015078</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
150	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	45 LF	90.00	4,050.00	62.20	2,799.00	51.00	2,295.00	0.00	0.00
151	MANHOLE TYPE 1 MODIFIED - SHALLOW	4 EA	1,600.00	6,400.00	2,020.00	8,080.00	2,100.00	8,400.00	0.00	0.00
152	DRYWELL TYPE 1	16 EA	3,800.00	60,800.00	3,320.00	53,120.00	3,050.00	48,800.00	0.00	0.00
153	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	18 EA	650.00	11,700.00	650.00	11,700.00	560.00	10,080.00	0.00	0.00
154	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	2 EA	1,000.00	2,000.00	650.00	1,300.00	560.00	1,120.00	0.00	0.00
155	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	6 EA	375.00	2,250.00	367.00	2,202.00	560.00	3,360.00	0.00	0.00
156	CATCH BASIN TYPE 1	1 EA	2,500.00	2,500.00	2,390.00	2,390.00	2,200.00	2,200.00	0.00	0.00
157	CATCH BASIN TYPE 2	4 EA	2,700.00	10,800.00	2,430.00	9,720.00	2,400.00	9,600.00	0.00	0.00
158	CATCH BASIN TYPE 3	6 EA	2,800.00	16,800.00	2,670.00	16,020.00	2,000.00	12,000.00	0.00	0.00
159	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	900.00	900.00	983.00	983.00	600.00	600.00	0.00	0.00
160	VACANT	0 EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
161	VACANT	0 EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
162	VACANT	0 EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
163	CONNECT 6 TO 12 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	750.00	3,000.00	350.00	1,400.00	990.00	3,960.00	0.00	0.00
164	RETROFIT MONITORING WELL	5 EA	6,000.00	30,000.00	900.00	4,500.00	860.00	4,300.00	0.00	0.00
165	CLEANING EXISTING DRAINAGE STRUCTURE	14 EA	500.00	7,000.00	180.00	2,520.00	340.00	4,760.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
166	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	75 CY	18.00	1,350.00	15.00	1,125.00	25.00	1,875.00	0.00	0.00
167	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	75 CY	18.00	1,350.00	15.00	1,125.00	44.00	3,300.00	0.00	0.00
168	TRENCH SAFETY SYSTEM	1 LS	*****	17,000.00	*****	3,000.00	*****	2,850.00	*****	0.00
169	RECONNECT SIDE SEWER	1 EA	700.00	700.00	635.00	635.00	980.00	980.00	0.00	0.00
170	SIDE SEWER CLEANING AND VIDEO INSPECTION	1 EA	400.00	400.00	430.00	430.00	1,700.00	1,700.00	0.00	0.00
171	PLUGGING EXISTING PIPE	18 EA	500.00	9,000.00	65.00	1,170.00	160.00	2,880.00	0.00	0.00
172	CLEANING EXISTING SANITARY SEWER	2 EA	500.00	1,000.00	268.00	536.00	340.00	680.00	0.00	0.00
173	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	27,000.00	*****	1,200.00	*****	2,850.00	*****	0.00
174	SIDE SEWER PIPE 6 IN. DIAM.	60 LF	40.00	2,400.00	50.00	3,000.00	41.00	2,460.00	0.00	0.00
175	SIDE SEWER PERMIT	1 EA	40.00	40.00	40.00	40.00	40.00	40.00	0.00	0.00
176	ESC LEAD	1 LS	*****	6,000.00	*****	50.00	*****	2,850.00	*****	0.00
177	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	3,000.00	*****	300.00	*****	1,150.00	*****	0.00
178	SILT FENCE	2260 LF	5.00	11,300.00	4.00	9,040.00	4.60	10,396.00	0.00	0.00
179	INLET PROTECTION	6 EA	100.00	600.00	100.00	600.00	86.00	516.00	0.00	0.00
180	BIODEGRADABLE EROSION CONTROL BLANKET	900 SY	8.00	7,200.00	7.95	7,155.00	5.70	5,130.00	0.00	0.00
181	WATTLE	400 LF	8.00	3,200.00	3.89	1,556.00	5.70	2,280.00	0.00	0.00
182	STABILIZED CONSTRUCTION ENTRANCE	250 SY	18.00	4,500.00	12.00	3,000.00	11.00	2,750.00	0.00	0.00
183	LANDSCAPING - MLK	1 LS	*****	37,000.00	*****	60,000.00	*****	64,100.00	*****	0.00
184	LANDSCAPING - BEN BURR TRAIL	1 LS	*****	8,000.00	*****	26,000.00	*****	27,500.00	*****	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
185	PLANT SELECTION SHRUBS, 1 GAL	158 EA	50.00	7,900.00	24.00	3,792.00	25.00	3,950.00	0.00	0.00
186	PLANT SELECTION SHRUBS, 5 GAL	327 EA	75.00	24,525.00	65.00	21,255.00	69.00	22,563.00	0.00	0.00
187	PLANT SELECTION SHRUBS, 4 INCH POTS	3604 EA	8.00	28,832.00	13.00	46,852.00	14.00	50,456.00	0.00	0.00
188	PSIPE 2 INCH CAL. DECIDUOUS TREE	110 EA	550.00	60,500.00	400.00	44,000.00	430.00	47,300.00	0.00	0.00
189	WEED AND PEST CONTROL	1 FA	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	0.00	0.00
190	HYDROSEEDING	4718 SY	3.00	14,154.00	1.60	7,548.80	1.70	8,020.60	0.00	0.00
191	SOD INSTALLATION	1367 SY	10.00	13,670.00	6.50	8,885.50	6.90	9,432.30	0.00	0.00
192	TOPSOIL TYPE A, 4 INCH THICK	2240 SY	9.00	20,160.00	6.75	15,120.00	7.40	16,576.00	0.00	0.00
193	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK INCL. SE	3075 SY	20.00	61,500.00	17.50	53,812.50	19.00	58,425.00	0.00	0.00
194	CONSTRUCT BIO-INFILTRATION SWALE	2920 SY	16.00	46,720.00	3.85	11,242.00	5.40	15,768.00	0.00	0.00
195	CONSTRUCT BIO-INFILTRATION SWALE & DRAIN - LINED	155 SY	80.00	12,400.00	75.00	11,625.00	56.00	8,680.00	0.00	0.00
196	SWALE DRAIN PAD	53 EA	150.00	7,950.00	270.00	14,310.00	290.00	15,370.00	0.00	0.00
197	CURB DROP INLET	53 EA	150.00	7,950.00	160.00	8,480.00	170.00	9,010.00	0.00	0.00
198	CHECK DAM - CONCRETE	20 EA	500.00	10,000.00	600.00	12,000.00	660.00	13,200.00	0.00	0.00
199	CHECK DAM - EARTHEN	20 EA	150.00	3,000.00	100.00	2,000.00	480.00	9,600.00	0.00	0.00
200	IRRIGATION SYSTEM - ERIE	1 LS	*****	30,000.00	*****	6,800.00	*****	7,350.00	*****	0.00
201	IRRIGATION SYSTEM - MLK	1 LS	*****	105,000.00	*****	107,000.00	*****	114,000.00	*****	0.00
202	IRRIGATION SYSTEM - BEN BURR TRAIL	1 LS	*****	6,000.00	*****	4,000.00	*****	3,650.00	*****	0.00
203	IRRIGATION VAULT	2 EA	2,500.00	5,000.00	6,500.00	13,000.00	9,350.00	18,700.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
204	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,300.00	*****	4,280.00	*****	4,600.00	*****	0.00
205	CEMENT CONCRETE CURB	2210 LF	16.00	35,360.00	22.00	48,620.00	19.00	41,990.00	0.00	0.00
206	CEMENT CONC. CURB AND GUTTER	4700 LF	20.00	94,000.00	23.00	108,100.00	22.00	103,400.00	0.00	0.00
207	CEMENT CONCRETE GREEN GUTTER CURBING	135 LF	30.00	4,050.00	59.60	8,046.00	34.00	4,590.00	0.00	0.00
208	ROUNDBOUT TRUCK APRON CEMENT CONC. CURB & GUTTER	1530 LF	40.00	61,200.00	25.00	38,250.00	25.00	38,250.00	0.00	0.00
209	ROUNDBOUT SPLITTER ISLAND NOSING CURB	12 EA	700.00	8,400.00	265.00	3,180.00	290.00	3,480.00	0.00	0.00
210	CEMENT CONCRETE DRIVEWAY	340 SY	70.00	23,800.00	60.00	20,400.00	63.00	21,420.00	0.00	0.00
211	CHANNELIZING DEVICES	1 EA	180.00	180.00	120.00	120.00	290.00	290.00	0.00	0.00
212	CHAIN LINK FENCE TEMPORARY	2250 LF	12.00	27,000.00	3.00	6,750.00	4.00	9,000.00	0.00	0.00
213	CHAIN LINK FENCE TYPE 1	710 LF	30.00	21,300.00	22.00	15,620.00	23.00	16,330.00	0.00	0.00
214	CHAIN LINK FENCE TYPE 1 WITH PRIVACY SLATS	250 LF	45.00	11,250.00	32.00	8,000.00	36.00	9,000.00	0.00	0.00
215	END GATE CORNER AND PULL POST FOR CHAIN LINK FENCE	4 EA	300.00	1,200.00	190.00	760.00	430.00	1,720.00	0.00	0.00
216	SINGLE 6 FT CHAIN LINK GATE	1 EA	800.00	800.00	425.00	425.00	460.00	460.00	0.00	0.00
217	DOUBLE 20 FT CHAIN LINK GATE	1 EA	2,000.00	2,000.00	1,070.00	1,070.00	1,850.00	1,850.00	0.00	0.00
218	MONUMENT FRAME AND COVER	15 EA	550.00	8,250.00	445.00	6,675.00	27.00	405.00	0.00	0.00
219	CEMENT CONC. SIDEWALK	2805 SY	40.00	112,200.00	40.00	112,200.00	40.00	112,200.00	0.00	0.00
220	RAMP DETECTABLE WARNING	350 SF	25.00	8,750.00	22.00	7,700.00	23.00	8,050.00	0.00	0.00
221	TRAFFIC SIGNAL SYSTEM - SHERMAN & MLK	1 LS	*****	35,000.00	*****	32,000.00	*****	37,822.79	*****	0.00
222	PEDESTRIAN HYBRID BEACON SYSTEM - ERIE & MLK	1 LS	*****	35,000.00	*****	75,000.00	*****	77,891.57	*****	0.00

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<i>Schedule 01</i> COMMON & STREET					Sales tax shall be included in unit prices					
223	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	25,000.00	*****	19,000.00	*****	19,962.34	*****	0.00
224	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 LS	*****	4,000.00	*****	650.00	*****	1,339.57	*****	0.00
225	CONDUIT TRENCH, <3 FT WIDE	3850 LF	15.00	57,750.00	15.00	57,750.00	6.89	26,526.50	0.00	0.00
226	CONDUIT TRENCH, 3 FT TO 6 FT WIDE	1858 LF	36.00	66,888.00	25.00	46,450.00	6.99	12,987.42	0.00	0.00
227	CONDUIT , 2 IN. DIAM. - SCH. 40	19582 LF	6.00	117,492.00	3.50	68,537.00	3.82	74,803.24	0.00	0.00
228	CONDUIT , 2 IN. DIAM. - SCH. 80	165 LF	10.00	1,650.00	21.00	3,465.00	22.22	3,666.30	0.00	0.00
229	VACANT	0 LF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230	CONDUIT , 4 IN. DIAM. - SCH. 40	60 LF	16.00	960.00	8.50	510.00	8.73	523.80	0.00	0.00
231	CONDUIT , 4 IN. DIAM. - SCH. 80	7790 LF	27.00	210,330.00	15.50	120,745.00	16.44	128,067.60	0.00	0.00
232	VAULT/PULL BOX/HAND HOLE INSTALLATION	11 EA	3,000.00	33,000.00	4,250.00	46,750.00	4,493.35	49,426.85	0.00	0.00
233	VACANT	0 LS	*****	0.00	*****	0.00	*****	0.00	*****	0.00
234	SIGNING, PERMANENT	1 LS	*****	37,000.00	*****	30,800.00	*****	32,800.00	*****	0.00
235	REMOVAL OF EXISTING PAVEMENT MARKINGS	82 SF	4.50	369.00	19.00	1,558.00	21.00	1,722.00	0.00	0.00
236	PAVEMENT MARKING - DURABLE HEAT APPLIED	4189 SF	10.00	41,890.00	9.00	37,701.00	9.40	39,376.60	0.00	0.00
237	PAVEMENT MARKING - DURABLE	525 SF	7.00	3,675.00	6.20	3,255.00	6.80	3,570.00	0.00	0.00
238	PAVEMENT MARKING - PAINT	1343 SF	3.00	4,029.00	1.40	1,880.20	1.60	2,148.80	0.00	0.00
239	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	22 EA	200.00	4,400.00	165.00	3,630.00	180.00	3,960.00	0.00	0.00
240	TEMPORARY PAVEMENT MARKING	1 LS	*****	1,000.00	*****	1,291.00	*****	5,700.00	*****	0.00
241	TRAFFIC ISLAND CONCRETE	125 SY	300.00	37,500.00	54.00	6,750.00	57.00	7,125.00	0.00	0.00

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<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> COMMON & STREET					Sales tax shall be included in unit prices					
242	SANITARY SEWAGE PUMPS	1 LS	*****	28,000.00	*****	1,840.00	*****	11,400.00	*****	0.00
243	REMOVEABLE BOLLARD	8 EA	1,200.00	9,600.00	1,600.00	12,800.00	1,000.00	8,000.00	0.00	0.00
244	PRECAST CONCRETE WHEEL STOP	80 EA	150.00	12,000.00	70.00	5,600.00	62.00	4,960.00	0.00	0.00
245	PLACEMENT OF DONATED ARTWORK	1 FA	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	0.00	0.00
246	4 IN DUCTILE IRON IRRIGATION SLEEVE	490 LF	35.00	17,150.00	32.25	15,802.50	37.00	18,130.00	0.00	0.00
247	MANHOLE TYPE I-48 - SHALLOW	1 EA	1,800.00	1,800.00	3,328.00	3,328.00	2,100.00	2,100.00	0.00	0.00
248	LIGHTING AND ELECTRICAL SYSTEM - MLK	1 LS	*****	35,000.00	*****	35,000.00	*****	49,527.44	*****	0.00
<b>Schedule Totals</b>				4,153,767.00		3,522,113.50		3,682,017.72		0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WATER & SANITARY SEWER					Sales tax shall NOT be included in unit prices					
301	DI PIPE FOR WATER MAIN 6 IN. DIAM.	660 LF	60.00	39,600.00	60.50	39,930.00	57.00	37,620.00	0.00	0.00
302	DI PIPE FOR WATER MAIN 8 IN. DIAM.	675 LF	70.00	47,250.00	62.00	41,850.00	63.00	42,525.00	0.00	0.00
303	DI PIPE FOR WATER MAIN 10 IN. DIAM.	175 LF	80.00	14,000.00	104.80	18,340.00	100.00	17,500.00	0.00	0.00
304	DI PIPE FOR WATER MAIN 12 IN. DIAM.	915 LF	90.00	82,350.00	86.20	78,873.00	110.00	100,650.00	0.00	0.00
305	STEEL PIPE FOR WATER MAIN 15. DIAM. - CARRIER PIPE	100 LF	100.00	10,000.00	200.00	20,000.00	140.00	14,000.00	0.00	0.00
306	GATE VALVE 6 IN.	5 EA	700.00	3,500.00	1,420.00	7,100.00	1,250.00	6,250.00	0.00	0.00
307	GATE VALVE 8 IN.	3 EA	1,200.00	3,600.00	2,200.00	6,600.00	1,600.00	4,800.00	0.00	0.00
308	GATE VALVE 10 IN.	1 EA	2,750.00	2,750.00	2,800.00	2,800.00	2,150.00	2,150.00	0.00	0.00
309	GATE VALVE 12 IN.	4 EA	3,000.00	12,000.00	2,750.00	11,000.00	2,950.00	11,800.00	0.00	0.00
310	HYDRANT ASSEMBLY	4 EA	5,400.00	21,600.00	5,400.00	21,600.00	5,000.00	20,000.00	0.00	0.00
311	TRENCH EXCAVATION FOR WATER SERVICE TAP	100 LF	30.00	3,000.00	24.00	2,400.00	26.00	2,600.00	0.00	0.00
<i>Schedule Totals</i>				239,650.00		250,493.00		259,895.00		0.00

*Project Number*                *2015078*                *Riverside Extension Phase 2B*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	4,153,767.00	0.00	239,650.00	0.00	0.00	0.00	0.00	0.00	4,393,417.00
L & L Cargile Inc	3,522,113.50	0.00	250,493.00	0.00	0.00	0.00	0.00	0.00	3,772,606.50
T LaRiviere Equipment	3,682,017.72	0.00	259,895.00	0.00	0.00	0.00	0.00	0.00	3,941,912.72

*Low Bid Contractor:*    L & L Cargile Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$3,522,113.50	\$4,153,767.00	15.21	% Under Estimate
<i>Schedule 03</i>	\$272,536.38	\$260,739.20	4.52	% Over Estimate
<i>Bid Totals</i>	\$3,794,649.88	\$4,414,506.20	14.04	% Under Estimate

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

04/09/2018

<u>Date Rec'd</u>	3/26/2018
<u>Clerk's File #</u>	PRO 2016-0038
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KYLE TWOHIG 625-6152	<u>Project #</u>	2013213
<u>Contact E-Mail</u>	KTWOHIG@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19220
<u>Agenda Item Name</u>	0370 - ADMIN RESERVE INCREASE - HALME CONSTRUCTION, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc, for CSO 33-1 Liberty Park Control Facility - for an increase of \$390,000.00 for a total administrative reserve of \$1,349,709.25 or 14% of the contract price (East Central Neighborhood)

Summary (Background)

Prior to construction, an agreement had been made with WSDOT with regard to a stockpile site. WSDOT later backed out of the agreement which resulted in several unexpected changes to the contract. A new stockpile site was found and prepared to receive material. The excavated material had to be hauled to the new site and back as excess material could not be left on-site. therefore it will be necessary to increase the administrative reserve an additional \$390,000.00 or 4%.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 390,000.00	# 4250 98817 94000 56501 14384
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Select	\$	#
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<u>Dept Head</u>	TWOHIG, KYLE
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<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.
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<u>Other</u>	PIES 3/26/18
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<u>Finance</u>	ORLOB, KIMBERLY
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<u>Distribution List</u>	
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<u>Legal</u>	ODLE, MARI
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<u>Engineering Admin</u>	
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<u>For the Mayor</u>	DUNIVANT, TIMOTHY
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publicworksaccounting@spokanecity.org	
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<u>Additional Approvals</u>	mdovol@spokanecity.org
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<u>Purchasing</u>	htrautman@spokanecity.org
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kgoodman@spokanecity.org	
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## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	CSO 33-1 Liberty Park Control Facility Administrative Reserve Increase
<b>Date:</b>	3/26/18
<b>Contact (email &amp; phone):</b>	Joel Graff <a href="mailto:jgraff@spokanecity.org">jgraff@spokanecity.org</a> 625-7757
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year plan and part of the Cleaner River Faster CSO program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<p><b>Background/History:</b> <i>Engineering Project #2013213</i> – CSO 33-1 Liberty Park Control Facility, is an ongoing CSO tank project in the East Central neighborhood. During the design of the project, the design engineer worked out an agreement with the WSDOT to use the adjacent property under the Hamilton off ramp as the stockpile site for the material that was excavated from the tank site. In addition the WSDOT requested that a permanent large level turn around be provided on the site for their use as part of the project. Just prior to the start of the project the WSDOT backed out of the agreement which resulted in several unexpected changes to the contract. An new stockpile site was found and prepared to receive material, the excavated material had to be hauled to the new stockpile site and back, and the excess material could not be left on-site to build the turnaround which resulted in a costly screening and disposal operation. The total cost of these changes is approximately \$390,000. The changes along with a large overrun in solid rock removal have used a large portion of the Administrative Reserve. Engineering Services is requesting an additional \$390,000 to complete the project</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li><i>Preparation of a new stockpile site, hauling the material to the stockpile site, and returning the material to the tank site for backfill will result in an estimated cost of \$110,000.</i></li> <li><i>Screening approximately 10,000 CY of material to separate the rock from the fines and hauling and disposal of the fines to a licensed landfill resulted in an estimated cost of \$280,000.</i></li> <li><i>Payments have been issue to date for \$7,866,200.26. The authorized budget with administrative reserve is \$10,556,801.75 (Original Admin Reserve is \$959,709.25)</i></li> <li><i>An additional \$390,000 is being requested to complete the project.</i></li> <li><i>To date, we have authorized \$879,556.52 of the administrative reserve</i></li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:

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

04/09/2018

<u>Date Rec'd</u>	3/21/2018
<u>Clerk's File #</u>	OPR 2017-0412
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MATT DAVIS 6815	<u>Project #</u>	
<u>Contact E-Mail</u>	MRDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	TBD
<u>Agenda Item Name</u>	1680-WA STATE DEPT OF COMMERCE CHG/HEN AMENDMENT		

Agenda Wording

CHHS is requesting permission to accept \$70,000 additional funds from the Department of Commerce and to sub-grant them out to Goodwill by amending their current HEN grant agreement with the department

Summary (Background)

In February of 2018 the Department of Commerce reached out to local grantees of the Housing and Essential Needs (HEN) program throughout the state requesting projections of grant spenddown for FY 2018 HEN funds and whether or not communities were in need of additional funds to meet the local rental assistance needs of unsheltered households deemed HEN-eligible by DSHS. See briefing paper for further details.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Revenue	\$ 70000	# 1540-95464-99999-33442-99999
Expense	\$ 70000	# 1540-95464-65410-54201-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	PS&CH - 04/02/2018
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	tdanzig	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	cbrown	
<u>Additional Approvals</u>		chhsaccounting@spokanecity.org	
<u>Purchasing</u>			
<u>GRANTS &amp;</u>	BROWN, SKYLER		

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Housing and Essential Needs – Additional Rental Assistance
<b>Date:</b>	3/21/2018
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	Effective Date for the amendment is retroactive to 3/1/2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$70,000 additional funds from the Department of Commerce and to subgrant them out to Goodwill by amending their current HEN grant agreement with the department
<p><u>Background/History:</u> In February of 2018 the Department of Commerce reached out to local grantees of the Housing and Essential Needs (HEN) program throughout the state requesting projections of grant spenddown for FY 2018 HEN funds and whether or not communities were in need of additional funds to meet the local rental assistance needs of unsheltered households deemed HEN-eligible by DSHS. CHHS staff worked with local HEN provider Goodwill Industries of the Inland Northwest to propose for an additional \$70,000 in rental assistance.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• The Department of Commerce is amending the City's Consolidated Homeless Grant (CHG) agreement to add \$70,000 in HEN rental assistance funds</li> <li>• The current grant agreement includes \$ 4,864,162 in both CHG and HEN funds</li> <li>• The additional funds are for WA State FY 2018 and must be spent by June 30, 2018</li> <li>• HEN can be used for prevention of homelessness for at-risk households, however these funds must be prioritized for literally homeless households</li> <li>• CHHS is requesting permission to accept the additional funds from the Department of Commerce and to subgrant them out to Goodwill by amending their current HEN grant agreement with the department</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p>	

# Amendment

Grant Number: 17-46108-30

Amendment: A

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)

<b>1. Grantee</b> City of Spokane Community, Housing and Human Services 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b>  N/A	
<b>3. Grantee Representative (only if updated)</b>  Matt Davis Program Specialist (509) 625-6851 mrdavis@spokanecity.org		<b>4. COMMERCE Representative (only if updated)</b>  Julie Montgomery Grant Manager (360) 725-2963 Julie.montgomery@commerce.wa.gov	
<b>5. Original Contract Amount (and any previous amendments)</b>  \$ 4,864,162.00	<b>6. Amendment Amount</b>  \$70,000.00	<b>7. New Grant Amount</b>  \$ 4,934,162.00	
<b>8. Amendment Funding Source</b>  Federal:      State: X    Other:      N/A:		<b>9. Amendment Start Date</b>  March 1, 2018	<b>10. Amendment End Date</b>  June 30, 2019
<b>11. Federal Funds (as applicable):</b>  <u>N/A</u>	<b>Federal Agency:</b>  <u>N/A</u>	<b>CFDA Number:</b>  <u>N/A</u>	
<b>12. Amendment Purpose:</b>  The amendment adds additional Housing and Essential Needs (HEN) SFY 18 funds to be spent by June 30, 2108. Unsheltered households must be prioritized.			

COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

<b>FOR Grantee</b>  _____ Signature  _____ Print Name and Title  _____ Date	<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  <u>Sandra Adix</u> Assistant Attorney General  <u>3/20/2014</u> Date
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## Amendment

This Grant is **amended** as follows:

### Attachment B Budget

Budget Categories	Original	Amendment A	New Total
<b>CHG Base</b>			
Admin	\$184,226.00	\$0.00	\$184,226.00
Fac Support: For-Profit Lease	\$0.00	\$0.00	\$0.00
Fac Support: Other Lease and Fac Costs	\$0.00	\$0.00	\$0.00
Rent: For-Profit Rent	\$468,670.00	\$0.00	\$468,670.00
Rent: Other Rent and Housing Costs	\$4,910.00	\$0.00	\$4,910.00
Operations	\$569,148.00	\$0.00	\$569,148.00
<b>TANF</b>			
TANF: For-Profit Rent	\$104,115.00	\$0.00	\$104,115.00
TANF: Other Rent and Housing Costs	\$1,680.00	\$0.00	\$1,680.00
TANF: Operations	\$102,002.00	\$0.00	\$102,002.00
<b>HEN SFY 2018 (July 2017-June 2018)</b>			
HEN: Admin 2018	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2018	\$1,212,037.00	\$70,000.00	\$1,282,037.00
HEN: Operations 2018	\$457,879.00	\$0.00	\$457,879.00
<b>HEN SFY 2019 (July 2018-June 2019)</b>			
HEN: Admin 2019	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2019	\$1,212,037.00	\$0.00	\$1,212,037.00
HEN: Operations 2019	\$457,879.00	\$0.00	\$457,879.00
<b>Total</b>			
<b>Total</b>	\$4,864,162.00	\$70,000.00	\$ 4,934,162.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

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

04/09/2018

<u>Date Rec'd</u>	3/22/2018
<u>Clerk's File #</u>	OPR 2018-0212
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	REBEKAH TUNO X6321	<u>Project #</u>	
<u>Contact E-Mail</u>	RTUNO@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	TBD
<u>Agenda Item Name</u>	1680 PY 2017 CONTINUUM OF CARE GRANT PROGRAM AWARD		

Agenda Wording

The department seeks acceptance of the CoC Program Award of \$3,785,801 from Housing and Urban Development and enter into contract with the awarded projects once appropriate documents are received from HUD.

Summary (Background)

Each year the CHHS Department competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for persons experiencing homelessness. Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. See attached briefing paper.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Revenue	\$ \$3,785,801	# 1541-95469-99999-33114-xxxxx	
Expense	\$ \$3,785,801	# 1541-95469-65410-54201-xxxxx	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	4/2/18 - PSCH
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	ODLE, MARI	tdanzig@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	cbrown	
Additional Approvals		chhsaccounting@spokanecity.org	
<u>Purchasing</u>			
<u>GRANTS &amp;</u>	BROWN, SKYLER		

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Neighborhood & Business Services – Community, Housing & Human Services
<b>Subject:</b>	FY 2017 Continuum of Care (CoC) Program Awards
<b>Date:</b>	March 21, 2018
<b>Author (email &amp; phone):</b>	Rebekah Tuno, <a href="mailto:rtuno@spokanecity.org">rtuno@spokanecity.org</a> , x6321
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Community Development and Housing Plan
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	45 days from satisfying all issues and conditions (submitted 3/16/18) to execute grant agreement with HUD
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	The department seeks acceptance of the CoC Program Award of \$3,785,801 from Housing and Urban Development and enter into contract with the awarded projects once appropriate documents are received from HUD.
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Each year the CHHS Department competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for persons experiencing homelessness. Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. For each project, staff reviewed their respective policies and procedures submitted. The CoC RFP &amp; Evaluation committee, assembled to review project level performance to determine the initial ranking of each project into Tier 1 and Tier 2. The committee took into consideration the following factors: initial ranking, project scores, populations served, cost per household and each project's contribution to our systematic plan to address the goals of ending: Veteran Homelessness, Chronic Homelessness, Family and Youth Homelessness as defined in the FY 2017 CoC Competition NOFA.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• HUD released their Notice of Funding Availability (NOFA) on July 14, 2017 and awards were announced on January 11, 2017.</li> <li>• Tier 1 awards provide \$3,675,649 for 21 renewal projects.</li> <li>• The CoC applied for one new RRH project to serve youth under the PSH Bonus funds available under the NOFA. No funds were awarded for new projects.</li> <li>• The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant increased to \$110,152. This project is not required to be ranked.</li> <li>• Total funding increased slightly from \$3,776,210 to \$3,785,801 due to an increase in the CoC Planning Grant and FMR increases to projects where applicable.</li> <li>• The CoC Board voted to reduce one PSH project budget by 50% due to project performance and subsequent impacts to yearly grant spenddown based on the agencies plan to reach full</li> </ul>	

utilization. The CoC Board's memo regarding this decision is available upon request.

- One PSH project serving chronic households without children straddled the Tier 1/Tier 2 line in the Priority Listing and was fully awarded.
- A complete list of the 2017 CoC projects awarded is attached.
- The CoC Project Review, Scoring & Ranking Procedures are available upon request.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: HUD Continuum of Care Program

Other budget impacts: (revenue generating, match requirements, etc.): all projects require 25% match of all expenditures excluding leasing.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required: N/A

Known challenges/barriers: N/A

**FY 2017 CoC Final Ranking List**

	Rank	Grant Number	Project Type	Population Served	Average Performance Scores	Application Checklist Score	Total Score	Annual Renewal Demand (ARD)	Award	Change
TIER 1	1	WA-329	HMIS	System	N/A	N/A	N/A	\$ 177,489	\$177,489	\$0
\$3,451,414	2	WA-373	SSO-CA	System	48.99	45.00	93.99	\$ 80,000	\$80,000	\$0
	3	WA-127	SSO	Youth	48.58	42.80	91.38	\$ 22,555	\$22,555	\$0
	4	WA-125	SSO	Single women	50.17	40.50	90.67	\$ 21,861	\$21,861	\$0
	5	WA-302	RRH	HH w/ Children	44.13	45.00	89.13	\$ 265,250	\$279,650	\$14,400
	6	WA-111	PSH	Chronic Homeless - singles	48.42	40.20	88.62	\$ 274,584	\$299,868	\$25,284
	7	WA-331	RRH	HH w/ out children	45.04	43.10	88.14	\$ 213,720	\$226,020	\$12,300
	8	WA-288	RRH	HH w/ children	42.92	45.00	87.92	\$ 167,818	\$178,618	\$10,800
	9	WA-353	RRH	HH w/ children	42.63	45.00	87.63	\$ 315,853	\$331,177	\$15,324
	10	WA-130	PSH	Chronic Homeless	46.58	40.20	86.78	\$ 201,082	\$216,226	\$15,144
	11	WA-128	PSH	Chronic Homeless - women	45.46	40.20	85.66	\$ 52,223	\$55,665	\$3,442
	12	WA-109	TH	HH w/ children	46.29	39.00	85.29	\$ 64,529	\$64,529	\$0
	13	WA-332	PSH	Chronic Homeless - singles	43.19	41.80	84.99	\$ 166,325	\$177,491	\$11,167
	14	WA-122	RRH	HH w/ out children	41.71	43.10	84.81	\$ 174,330	\$183,006	\$8,676
	15	WA-119	RRH	HH w/ out children	41.67	43.10	84.77	\$ 153,112	\$159,976	\$6,864
	16	WA-374	PSH	Chronic Homeless - singles	42.61	41.80	84.41	\$ 155,000	\$155,000	\$0
	17	WA-285	PSH	Chronic Homeless - singles	42.04	41.80	83.84	\$ 180,610	\$192,186	\$11,576
	18	WA-218	PSH	Chronic Homeless - singles	42.79	40.20	82.99	\$ 125,122	\$136,888	\$11,766
	19	WA-113 (1)	TH	Youth 18-24	43.79	39.00	82.79	\$ 102,910		
		WA-113 (2)	TH	Youth 18-21	36.08	29.30	65.38	\$ 80,015	\$191,635	\$8,710
	20	WA-330	SSO- CA	System	41.75	38.30	80.05	\$ 148,000	\$148,000	\$0
	21	WA-126	TH	Pregnant & parenting youth 16-20	46.17	31.50	77.67	\$ 75,144	\$75,144	\$0
Tier 2	22	WA-129	PSH	Chronic Homeless - singles	38.75	40.20	78.95	\$ 279,151	\$302,665	\$23,514
\$440,606	23	Youth RRH	<b>NEW</b>	<b>Youth</b>	N/A	N/A	72.33	\$ 220,303	\$0	
Not Ranked		CoC Planning Grant		System	N/A	N/A	N/A	\$ 110,152		
						2016 CoC Planning Grant Award		\$104,493	\$110,152	\$5,659
						<b>TOTAL Ask vs. Award</b>		<b>\$ 3,827,138</b>	\$3,785,801	
								<b>2016</b>	<b>2017</b>	<b>Gain</b>
						Spokane CoC Program*		\$3,776,210	\$3,785,801	\$9,591

**State****CoC Name****Project Name****Program****Awarded Amount**

WHSC Master Leasing III

CoCR

\$216,422

**WA-501 Total :****\$6,478,975****WA-502 - Spokane City & County CoC**

City of Spokane CoC Planning Grant FY 2017	CoC	\$110,152
WA0109 Catholic Charities SMS TH CoC 17	CoCR	\$64,529
WA0111 VOA PSH Off Site CoC 2017	CoCR	\$299,868
WA0113 SNAP / VOA Comprehensive Housing and Services CoC 2017	CoCR	\$191,635
WA0119 SNAP Small Cities Rapid Rehousing CoC 2017	CoCR	\$159,976
WA0122 SNAP Rapid Rehousing for Families CoC 2017	CoCR	\$183,006
WA0125 Transitions / Women's Hearth Coc 2017	CoCR	\$21,861
WA0126 VOA Alexandria's House CoC 2017	CoCR	\$75,144
WA0127 VOA Crosswalk CoC 2017	CoCR	\$22,555
WA0128 VOA Hope House CoC 2017	CoCR	\$55,665
WA0129 VOA Off-Site PSH CoC 2017	CoCR	\$302,665
WA0130 VOA / Samaritan 05-06 CoC 2017	CoCR	\$216,226
WA0218 VOA Samaritan III CoC 2017	CoCR	\$136,888
WA0285 Catholic Charities / Housing First Project CoC 2017	CoCR	\$192,186
WA0288 Catholic Charities Rapid Rehousing Project CoC 2017	CoCR	\$178,618
WA0302 Catholic Charities Rapid Rehousing Project for Families CoC 2017	CoCR	\$279,650
WA0329 City of Spokane HMIS Project CoC 2017	CoCR	\$177,489
WA0330 Coordinated Assessment - SHCA CoC 2017	CoCR	\$148,000
WA0331 Rapid Rehousing for Households without Children CoC 2017	CoCR	\$226,020
WA0332 Catholic Charities HF at Buder Haven/The Marilee CoC 2017	CoCR	\$177,491
WA0353 Rapid Rehousing for Households with Children CoC 2017	CoCR	\$331,177
WA0373 Homeless Families Coordinated Assessment (HFCA) CoC 2017	CoCR	\$80,000
WA0374 Catholic Charities HOC PSH III CoC 2017	CoCR	\$155,000

**WA-502 Total :****\$3,785,801**

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

04/09/2018

Date Rec'd

3/20/2018

Clerk's File #

OPR 1984-0475

Renews #Submitting Dept

WATER &amp; HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

DAN KEGLEY 625-7821

Project #Contact E-Mail

DKEGLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name4100 - AMENDMENT AND EMERGENCY WATER SUPPLY AGREEMENT WITH  
AIRWAY HEIGHTSAgenda Wording

Amendment and emergency water supply agreement with the City of Airway Heights.

Summary (Background)

The City of Airway Heights has been a wholesale water customer of the City of Spokane since 1984. During 2017, Airway Heights discovered its drinking water supply was contaminated from flame retardants (PFOS/PFOA). While a permanent solution to the contamination problem is being developed, Airway Heights needs additional water to supply water to its residents and businesses.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Revenue \$ Various

# Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PIES 3/26/18

Finance

CLINE, ANGELA

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## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Public Works Division, Water Department
<b>Subject:</b>	Airway Heights Emergency Water Supply Agreement Amendment for Emergency Water Service
<b>Date:</b>	3/26/2018
<b>Contact (email &amp; phone):</b>	Dan Kegley; <a href="mailto:dkegley@spokanecity.org">dkegley@spokanecity.org</a> ; (509) 625-7821
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Amendment is consistent with the City's Water System Plan and Comprehensive Plan and plays a role in the Strategic Initiative that focuses on Smart Use of Water Resources.
<b>Strategic Initiative:</b>	Smart Use of Water Resources
<b>Deadline:</b>	Mid-April 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to)	Approval of the Amendment to allow for an additional connection point before peak water use times.
<b>Background/History:</b> The City of Airway Heights has been a wholesale water customer of the City of Spokane since 1984. During 2017, Airway Heights discovered its drinking water supply was contaminated from flame retardants (PFOS/PFOA). While a permanent solution to the contamination problem is being developed, Airway Heights needs additional water to supply water to its residents and businesses.	
<b>Executive Summary:</b> <i>Amended agreement allows for:</i> <ul style="list-style-type: none"> <li>Emergency water supply to Airway Heights for two years at a rate of up to 1,400 GPM.</li> <li>Up to 3 one-year extensions of emergency water supply, if Airway Heights has not yet finalized a long-term solution to the contamination problem. Airway Heights will provide status updates on their progress towards a solution.</li> <li>Emergency water to be provided at a new connection point at Craig &amp; MacFarlane Road, because of system limitations at the main connection point at Hwy 2 and Hayford Road.</li> <li>Airway Heights to pay for construction, needed permits, and a General Facilities Charge for the new connection.</li> <li>Spokane to charge the Airway Heights the wholesale purveyor rate for water used.</li> <li>Stewardship of water resources, with conservation plans and data evaluated at least annually.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**AMENDED  
WATER SUPPLY AGREEMENT  
BETWEEN  
AIRWAY HEIGHTS and the CITY OF SPOKANE  
AND EMERGENCY WATER SERVICE**

THIS AMENDMENT and EMERGENCY WATER SUPPLY AGREEMENT (“**Amendment**”) is entered into by THE CITY OF SPOKANE (“**Spokane**”), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF AIRWAY HEIGHTS (“**Airway Heights**”), a municipal corporation of the State of Washington, operating as a Code City, with a principal place of business located at 1208 South Lundstrom, Airway Heights, Washington, 99001 each a “**Party**” and collectively the “**Parties.**”

**RECITALS**

- A. Spokane owns and operates a Chapter 70.119A Group A Public Water System (“**Spokane Water System**”) that supplies and distributes potable water to its own customers.
- B. Spokane owns and operates a series of wells pursuant to a series of water rights and is authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan (“**Spokane Water System Plan**”), promulgated in accordance with Chapter 43.20 RCW and entitled “City of Spokane, Comprehensive Water System Plan,” Volumes 1 and 2, January 12, 2017 adopted and approved by the City of Spokane City Council and approved by the State Department of Health (“**State DOH**”), as said document may be amended, revised, or updated from time to time.
- C. Airway Heights owns and operates its own Chapter 70.119A Group A Public Water System (“**Airway Heights Water System**”) which draws from a separate water source than Spokane and serves customers as designated by its Water System Plan as approved by State DOH. Airway Heights wishes to continue to supplement and stabilize its existing water supply portfolio through the connection with Spokane.
- D. Spokane currently supplies Airway Heights with water through an intertie connection located at Highway 2 and Hayford Road, Spokane City Clerk's File

- No. OPR 1984-0475 ("**Water Intertie Agreement**"). Airway Heights takes wholesale water at a rate of 1,500 gallons per minute ("gpm").
- E. In May 2017, Airway Heights was notified by representatives of Fairchild Air Force Base that its primary water wells were contaminated with perfluorinated chemicals (PFAs). This contamination has in essence reduced and interrupted Airway Heights' ability to supply water to its customers from its primary water source.
  - F. Airway Heights is working to secure and construct a new water system or treatment options in order to serve its residents and businesses ("**Water Solution**"). It is anticipated that a Water Solution will be finalized within two (2) or three (3) years.
  - G. Until a Water Solution is reached, Airway Heights has need of short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm.
  - H. The Parties agree it would be mutually beneficial to add a second point of connection between the two water systems at Craig and McFarlane Roads ("**Emergency Supplemental Connection**"). This would also allow for optimal operational management of both Spokane and Airway Heights' water systems and would provide emergency water service.
  - I. The Parties acknowledge that numerous state and local regulatory approvals may be required before Spokane provides and Airway Heights accepts water delivery under this Agreement.
  - J. The Parties recognize and desire to form a mutually beneficial stewardship relationship to manage the water resources. The Parties agree to cooperate with each other to the greatest extent feasible to secure state and local regulatory approvals, revise their respective comprehensive water plans, secure Spokane County approval of any necessary revision to the Coordinated Water System Plan, and implement the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the Parties do hereby agree as follows:

**1. Purpose.**

- 1.1. To amend the Water Intertie Agreement between the Parties and provide for clarification as to quantity of water provided by Spokane to Airway Heights, at the connection located at HWY 2 and Hayford Road at a rate of 1,500 gpm.

- 1.2. To authorize emergency water service and supply for supplemental short term emergency water to Airway Heights in an amount not to exceed 1,400 gpm through construction of a new connection point between the Parties water systems at Craig and McFarlane Roads to accommodate the Water Solution for approximately two (2) years.

2. **Regulatory Approvals.** The Parties acknowledge and agree that the following regulatory approvals and property rights may be necessary before water deliveries may begin. The Parties recognize that this Amendment and Emergency Water Service to Airway Heights may increase the water system planning requirements applicable to the Parties. However, Airway Heights is currently a designated place of use for Spokane's water rights under Spokane's Coordinated Water System Plan, as approved by Washington State Department of Health.

- 2.1. Spokane will bear all initial costs of obtaining any applicable state and local regulatory approval. Spokane will keep Airway Heights informed of status, will advise Airway Heights when these approvals have been obtained, and will provide copies of these approvals to Airway Heights promptly after they have been obtained.
- 2.2. Airway Heights will bear all initial costs of obtaining any applicable state and local regulatory approvals. Airway Heights will keep Spokane informed of status, will advise Spokane when these approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.
- 2.3. The Parties shall collaborate on obtaining any approvals necessary from Spokane County and Washington State Department of Health and shall bear their own initial costs of obtaining any such approval.
- 2.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in Section 2, "**Regulatory Approvals**") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same. If the parties are unable to resolve the allocation of costs and responsibilities, they will follow the dispute resolution provisions in herein.

3. **Construction, Funding, and Responsibility for Improvements.**

- 3.1. Pursuant to the Water Intertie Agreement Airway Heights has one established historical point of connection with Spokane located at HWY 2 and Hayford Road for supplemental water service, for which all capital connection fees have been paid. Due to the capacity of the pipe, pumps and other facilities, the available volume at this connection is presently 1,500 gallons per minute (GPM).
- 3.2. The Parties agree to one additional point of connection at Craig Road and McFarlane Roads for a limited time as provided by this Amendment in order to

provide for short term emergency water service purposes. This is a new designated point of connection limited to emergency purposes only.

- 3.3. For the new point of connection at Craig and McFarlane Roads, Airway Heights shall apply and pay for all Spokane Application(s) for Connection required to deliver wholesale water pursuant to this Agreement in accordance with Title 13, Chapter 13.04, Section 13.04.0502, and Applications for Connection Spokane Municipal Code. Airway Heights shall also pay a Water General Facilities Charge as outlined in Title 13 Chapter 13.04, Section 13.04.2042 E-1, for any additional connections.

3.3.1. Airway Heights shall purchase a backflow prevention device or assembly, consistent with state and local regulations to include Chapter 246.290 WAC, from and approved by Spokane, designed and tested to counteract back pressure and back siphonage (“**Airway Heights Backflow Prevention Device**”). Airway Heights shall have the Airway Heights Backflow Prevention Device tested by a Backflow Assembly Tester for compliance with Legal Requirements. A copy of each year’s test along with a certification that the backflow assembly complies with Legal Requirements and is in good working condition shall be provided to Spokane each year.

3.3.2. Airway Heights shall purchase from Spokane a tap (“**Tap**”) and initial master meter (“**Initial Master Meter**”) in accordance with Spokane Municipal Code Title 13, Chapter 13.04, Section 13.04.0602 A, including, any initial testing and/or inspection fees required by Spokane.

3.3.3. Airway Heights shall purchase/construct a vault of adequate dimension to accommodate the initial master meter, the backflow assembly and the flow regulating valve.

3.3.3.1. Airway Heights shall provide plans and specifications to Spokane to include notice of construction activities so that Spokane can monitor and inspect the Airway Heights construction activities performed under this Amendment.

3.3.4. Spokane will design a Flow Control Valve. Said design shall be at the sole discretion of Spokane. Spokane shall bear all costs associated with the design of the Flow Control Valve.

3.3.5. Spokane shall install the Airway Heights Backflow Prevention Device, the Initial Master Meter, the Flow Regulating Valve, and the Tap.

- 3.4. The Parties nevertheless shall maintain, operate, and monitor their respective Water Systems as is necessary to effectuate the terms of this Agreement in a manner that is consistent with the provisions of all applicable local, state, and

federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.

- 3.5. If any further additional construction, improvements, or quantities are required in the future, the Parties shall reduce the terms of such construction and improvements within a mutually agreeable written amendment to this Agreement (including, without limit, allocation of legal and financial responsibility for design and construction, tapping, plan review, flow control valve design and installation, and future ownership, operation, monitoring/maintenance, and liability/insurance requirements).

**4. Points of Delivery.**

- 4.1 The "**Points of Delivery**" are those specifically identified points between transmission mains of the Parties where water will be transferred through the meter from Spokane to Airway Heights. The Points of Delivery are identified and described in Exhibit A.

- 4.2 The Parties agree that: (1) Airway Heights will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("**Legal Requirements**") on its respective side of the Points of Delivery; and (2) Spokane continues to assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the improvements and associated facilities owned by Spokane consistent with water system standards Legal Requirements. The aforementioned sentence notwithstanding, the Parties further agree as follows:

4.2.1 Spokane shall operate and maintain the Initial Master Meter, including, without limit, any additional replacement meters.

4.2.2 Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment. Spokane shall, in its sole discretion and at its sole expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol.

4.2.3 Spokane shall own, operate, and maintain the Flow Control Valve.

- 5. Water Delivery and Quantity.** Following completion of the improvements (set forth in Section 3), receipt of all regulatory approvals, construction of the new point of delivery and other pre-conditions to water delivery provided in this Amendment, Spokane will supply wholesale water to Airway Heights, as follows.

5.1. **Water Intertie Agreement.** The present intertie connection between the Parties is located HWY 2 and Hayford Road.

5.1.1. The Parties agree the Water Intertie Agreement between the Parties is amended to clarify the quantity of water provided at HWY 2 and Hayford Road is limited to a rate not to exceed 1,500 GPM.

5.1.2. All other terms and conditions contained in the Water Intertie Agreement remain in full force and effect.

5.2. **Emergency Supplemental Connection** The Emergency Supplemental Connection will be located at Craig and McFarlane Roads.

5.2.1. **Term.** For a period of two (2) years commencing upon Spokane delivering water to Airway Heights ("**Initial Term**") at the Point of Delivery, Spokane shall supply water in the amount not to exceed 1,400 GPM through the Emergency Supplemental Connection. Airway Heights may request in writing and the Parties may agree to extend the emergency supplemental water service for three (3) additional one year intervals by written agreement ("**Extension Periods**"). The maximum term of the Emergency Supplemental Connection shall not exceed five (5) years.

5.2.2. This Emergency Supplemental Connection shall terminate and be disconnected on or before, but no later than October 15, 2023.

5.2.3. **Status Updates.** During the Initial Term and any Extension Periods, Airway Heights shall provide to Spokane written status updates at least every six (6) months as to its progress in securing a water system independent from Spokane. Failure by Airway Heights to provide such status updates at six (6) month intervals shall be cause for Spokane to decrease or terminate the short term emergency water service, in its reasonable discretion.

5.2.4. Notwithstanding the above, any future delivery of water through the Emergency Supplemental Connection beyond the five (5) years provided for herein will require a separate written agreement, executed by both parties.

5.2.5. It is further agreed this location is for short term emergency purposes only and will terminate, unless a subsequent written agreement is reached between the Parties.

5.3. All water supplied by Spokane for use or sale by Airway Heights shall be upon the express condition that after water passes the Points of Delivery, it becomes the property and exclusive responsibility of Airway Heights. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Points of

Delivery and within the Airway Heights Improvements and Airway Heights Water System.

- 5.4. The quality of wholesale water made available to Airway Heights pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane's other customers and shall be in compliance with all applicable state and federal drinking water laws, regulations and standards at the Points of Delivery. Airway Heights shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Point of Delivery and within the Airway Heights Improvements and Airway Heights Water System.
- 5.5 Spokane shall record the amounts of monthly wholesale water deliveries made to Airway Heights at the Initial Master Meter (or any replacement meter thereof).
- 5.5.1 Spokane will read the meter and keep records of the monthly and annual total water accepted by Airway Heights.
- 5.5.2 The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Airway Heights to place the meter under lock and key, Airway Heights shall furnish Spokane with a copy of the key.
- 5.6 Should Spokane determine that Airway Heights is receiving deliveries of wholesale water at the Points of Delivery in excess of the amounts set forth in section 5 herein, Spokane shall notify Airway Heights of the excess deliveries, and Airway Heights shall promptly take the steps necessary to reduce its deliveries accordingly. If Airway Heights has not taken action within twenty-four (24) hours of receiving notice from Spokane pursuant to Section 13.2, Spokane may take any action it deems necessary to reduce the deliveries to a level equal to Airway Heights's scheduled amounts, and charge Airway Heights for any excess deliveries made after the expiration of the twenty-four (24) hour notice period.
- 5.7 Spokane's delivery of wholesale water and Airway Heights's acceptance of such delivery shall be governed by the terms of this Agreement. No future wholesale service connections shall be permissible without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional wholesale service connection(s).

## **6. Rates, Future Capital Projects, Invoicing, and Payment.**

- 6.1. Airway Heights shall pay to Spokane a service fee as follows:

6.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, times Outside City Rate to Other Purveyors, plus any

- other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.
- 6.2. The term "Outside City Rate to Other Purveyors" is as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council.
- 6.3. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement, will be negotiated between the Parties and may include assessed capital fees to meet the increase in capacity prior to expansion.
- 6.4. Spokane shall during the Term prepare and forward to Airway Heights an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane's normal business practices. Each such invoice shall set forth the payment due from Airway Heights to Spokane. Airway Heights may request from Spokane, and Spokane shall promptly provide to Airway Heights, any documentation or other information that Airway Heights may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section.
- 6.5. Payment of any and all invoices forwarded to Airway Heights by Spokane pursuant to this Section shall be due and payable by Airway Heights on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the parties.
- 6.5.1. The term "**Due Date**" shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30<sup>th</sup>) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.
- 6.6. If Airway Heights disputes all or any portion of an invoice issued by Spokane pursuant to this Section, Airway Heights shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Airway Heights disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Airway Heights may seek resolution of the dispute pursuant to this Amendment.
- 6.7. Airway Heights hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to

provide revenues sufficient to enable Airway Heights to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

## **7. Conservation and Efficiency.**

- 7.1. The Parties agree and acknowledge that wise stewardship of water resources through conservation and maintenance of each system's operational efficiency is critically important and an important ongoing tool in managing the water resources of the region. Accordingly, the Parties shall adopt conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements, and shall coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and staff resources.
- 7.2. To accomplish these goals, the Parties agree:
  - 7.2.1. To prepare and exchange conservation plans on an annual basis, at a minimum;
  - 7.2.2. To track and collect data for each Party's operational components and to exchange the same on at least an annual basis;
  - 7.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that may be implemented by Airway Heights under the state-mandated Water Use Efficiency requirements, as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

## **8. Delivery Interruptions, Default and Rights of Termination.**

- 8.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to provide reliability of service to Airway Heights. However, Airway Heights understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or non-interrupted service.
- 8.2. Spokane shall engage commercially reasonable standards for delivery of wholesale water pursuant to this Agreement. Airway Heights agrees that it has only a contractual right to wholesale water and it has no claim or right to a supply of water from Spokane or to its water rights upon the expiration or termination of this Agreement on any basis whatsoever.
- 8.3. Notwithstanding any other provisions of this Agreement, neither the Spokane nor Airway Heights shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to

damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.

- 8.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 8.4.

8.4.1. Emergency

8.4.1.1. In the event that Spokane determines, in its reasonable discretion, that there is an emergency directly affecting the ability of Spokane to deliver water to Airway Heights that: (a) creates an immediate threat of bodily harm to persons; (b) causes damage to the Spokane Water System such that Spokane cannot supply the Airway Water System; or (c) is the result of a Regulatory Requirement, Spokane shall provide oral notice of the same to Airway Heights. Spokane may thereafter temporarily interrupt or reduce deliveries of water to Airway Heights if Spokane determines, in its reasonable discretion, that such interruptions and reductions are necessary or during such an emergency. Airway Heights shall assist and support Spokane to meet such an emergency condition, including, without limit, implementing emergency conservation measures as needed. Upon the occurrence of the emergency, Spokane shall take all reasonable and necessary actions to restore the delivery of water to Airway Heights. Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, prior to the points of delivery.

8.4.1.2. In the event that Spokane determines, in its reasonable discretion, to institute a water rationing or water use restriction program as a result of water shortage due to causes beyond the reasonable control of Spokane, that necessitates water rationing or use restrictions, the Parties shall meet and confer in order to reach a reasonable accommodation. Any rationing or use restrictions shall be based on the specifics of the problem and the water distribution system and availability of the water resource. Spokane will follow its water shortage policies and protocols and its emergency planning as identified in Spokane's Comprehensive Water System Plan. Should the Parties not be able to resolve a water rationing or use restriction through the meet and confer process, then either Party may seek resolution through the Dispute Resolution Process in Section 12 herein.

8.4.2. Non-Emergency

8.4.2.1. Except in cases of emergency under Section 7.4.1, and in order that Airway Heights's operations will not be unreasonably interfered with, Spokane shall give Airway Heights thirty (30) calendar days' notice of any other interruptions or reduction in service, the reason therefore, and the probable duration thereof, including any interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on its water system or those parts of the system supplying Airway Heights pursuant to this Agreement.

#### 8.4.3. Regulatory

8.4.3.1. Airway Heights understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("**Judicial Requirements**") regarding the Agreement and Spokane's water rights. Airway Heights understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

8.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of the City of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder.

8.4.3.3. If Spokane remains materially limited or prohibited from performance of this Agreement through Judicial or Regulatory Requirements, the water delivered to Airway Heights shall be reduced as set forth in Section 8.4.1.2.

#### 8.5. Payment and Performance Events of Default.

8.5.1. If Airway Heights fails to make any payment in full when due under this Agreement after notice for a period of thirty (30) days or more after the Due Date ("**Payment Default**"), Spokane shall make written demand upon Airway Heights to make payment within ten (10) days of the date of such written demand. If the Payment Default is not cured or the Parties fail to reach mutual agreement for payment terms within the ten (10) day time period, Airway Heights shall be deemed to be in default of this Agreement and Spokane may suspend the continued delivery of water to the Airway Heights Water System. Upon payment of amounts due by Airway Heights, Spokane shall promptly restore the delivery of water to the Airway Heights Water System.

#### 8.5.2. Events of Default; Remedies.

8.5.2.1. Performance Default. Upon the occurrence of any one or more of the following Events of Default which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this section, a Party may, at its option, declare through written notice a “**Performance Default**” under this Agreement when:

(a) a Party fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the operation of Spokane Water System, Airway Heights Water System or creates a material risk of injury to persons or damage to property; or

(b) a Party fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure is not within the terms of Section 8.5.1(a) above, and such failure continues for a period of fifteen (15) days after written notice (“**Cure Period**”).

The written notice delivered by the non-defaulting party shall identify the alleged breach, the requested remedy and any other relevant information.

8.5.3. Cure. Following receipt of written notice, if a Performance Default is not reasonably susceptible of cure within the cure period provided above, but the defaulting party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure, and completes such cure within fifteen (15) days of commencement such default shall not become an Event of Default. If the Default is not capable of cure, but the defaulting party is diligently pursuing a cure, a reasonable period shall be afforded to complete the cure not to exceed twenty (20) days.

8.5.4. Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may, upon forty-eight (48) hours written notice, in addition to any other rights granted under of this Agreement, but without waiving such other rights: (a) perform any and all work necessary to complete, secure and/or protect its property; (b) specifically enforce and perform the defaulting Party’s unperformed obligations; and/or (c) request dispute resolution as set forth in section 12 herein to include seeking a preliminary injunction through a court with personal and subject matter jurisdiction. Amounts paid and costs and expenses incurred by a non-defaulting Party under any of this Section 8.5.4 by reason of an Event of Default of the other Party shall be reimbursed by the defaulting Party upon demand for its costs and attorney fees and shall bear interest at the rate of twelve percent (12%) per annum from the date of demand until paid.

- 9. Force Majeure.** Neither Airway Heights nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.
- 10. Indemnification by Spokane.** To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Airway Heights Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Water System if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Airway Heights Indemnified Parties, or any other person or entity. "Airway Heights Indemnified Parties" means, individually and collectively, Airway Heights, its officers, shareholders, and members of each of the foregoing entities. Notwithstanding any provision in this Agreement to the contrary, the Spokane's duties under this Section shall survive the termination, revocation, or expiration of this Agreement.
- 11. Indemnification by Airway Heights.** To the fullest extent permitted by law, Airway Heights hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Airway Heights of the water supplied by Spokane hereunder or arising out of or in any way incident to the design or construction of the Airway Heights Water System if due to the negligence, gross negligence, or intentional act or omission by Airway Heights, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Airway Heights, its members or officers, the Spokane Indemnified Parties, or any other person or entity. "Spokane Indemnified Parties" means, individually and collectively, Spokane, its elected officials, officers, employees, and agents. Notwithstanding anything in this Agreement to the contrary, Airway Heights's duties under this Section shall survive the termination, revocation, or expiration of this Agreement.
- 12. Dispute Resolution.** Dispute resolution shall proceed as follows:

- 12.1. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 12.2. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Spokane and Airway Heights will be governed under the dispute resolution process set forth in this Section. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.
- 12.3. Before either Party may refer a dispute to mediation or provide a notice of the same to the other Party, the Parties will seek to resolve the dispute at the lowest possible level by completing the following steps.
  - 12.3.1. Spokane's Director of Water and Hydroelectric Department and Airway Heights' Public Works Director, shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) days, then the Parties will refer the dispute to Spokane's Director of Utilities and Airway Heights' City Manager.
  - 12.3.2. Spokane's Director of Utilities and Airway Heights' City Manager will meet and confer and attempt to resolve the dispute. If they cannot resolve the dispute within fourteen (14) days, then either Party may initiate mediation.
- 12.4. Within 15 days of the completion of the steps in the above Section, each Party shall propose to the other party in writing not more than five (5) candidates to act as mediator. Within seven (7) days of exchanging lists of mediator candidates, the parties will meet and confer to choose one name from the list. If the Parties are unable to agree on a mediator 30 days after completion of the steps outlined above, then the Parties will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.
- 12.5. The Parties shall use reasonable efforts to resolve the dispute within 30 days with the assistance of the mediator.
- 12.6. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.
- 12.7. The Parties shall share the costs of the mediator.

- 12.8. If mediation fails to resolve the dispute within 30 days of selection of the mediator, the Parties may thereafter seek redress in court subject to this Amendment.

### **13. Miscellaneous Provisions.**

#### **13.1. Access to Records.**

13.1.1. Airway Heights's Access to Spokane Records. Upon reasonable prior notice to Spokane, Airway Heights, or any consultant of Airway Heights, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Airway Heights or by Airway Heights's consultant.

13.1.2. Spokane's Access to Airway Heights Records. Upon reasonable prior notice to Airway Heights, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Airway Heights at the location where such books, records, and accounts are located. Airway Heights shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.

#### **13.2. Notice.**

13.2.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided herein, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile or email providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

13.2.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane:                      Director, City of Spokane Water Department  
    914 N Foothills Dr.  
    Spokane, WA 99207  
    Telephone: (509) 625-7800  
    Facsimile: (509) 625-7816

With a copy to:                  City Attorney

Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277

To Airway Heights: City Manager  
1208 S. Lundstrom St.  
Airway Heights, WA 99001  
(509) 244-5578  
atripp@cawh.org

Public Works Director  
12400 W. 21<sup>st</sup> Ave.  
Spokane, WA 99201  
(509) 244-5429  
kanderson@cawh.org

or to such other address as may be agreed to in writing by the Parties.

- 13.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 13.4. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.
- 13.5. Airway Heights Water System – No Spokane Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Airway Heights's Water System.
- 13.6. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Airway Heights agrees to comply.
- 13.7. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than

specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.

13.8. Entire Agreement. This Amendment contains all prior negotiations and agreements between the Parties hereto relating to the subject matter hereof and along with OPR 1984-0475 shall constitute the entire agreement between Spokane and Airway Heights concerning the sale of wholesale water to Airway Heights for use as hereinbefore provided. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Amendment.

13.9. Representations and Warranties. The Parties hereby represent and warrant to one another the following:

13.9.1. Each party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

13.9.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.

13.9.3. The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.

13.9.4. There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.

13.9.5. This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.

13.10. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written Amendment to this Agreement signed by the Parties.

13.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of

- such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.
- 13.12. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete all reasonable and necessary improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.
- 13.13. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.
- 13.14. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.
- 13.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the last date written below ("**Effective Date**").

DATED: \_\_\_\_\_

**CITY OF SPOKANE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Spokane

\_\_\_\_\_  
City Attorney  
City of Spokane

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**CITY OF AIRWAY HEIGHTS**

By: \_\_\_\_\_  
Albert Tripp, City Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Airway Heights

\_\_\_\_\_  
City Attorney  
City of Airway Heights

DATED: \_\_\_\_\_

EXHIBIT A  
Depiction of Points of Connection



Hwy 2

Existing

S Hayford Rd

Proposed

S Craig Rd

W McFarlane Rd

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

04/09/2018

<u>Date Rec'd</u>	3/19/2018
<u>Clerk's File #</u>	OPR 2017-0261
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MATT LOWMASTER 625-6221	<u>Project #</u>	
<u>Contact E-Mail</u>	MLOWMASTER@SPOKANECITY.ORG	<u>Bid #</u>	4344-17
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19131
<u>Agenda Item Name</u>	5200 - PUBLIC WORKS SAFETY PROGRAM RENEWAL		

Agenda Wording

Contract renewal for Public Works Safety Program with Delta Business Training, LLC (Coeur d'Alene, ID) not to exceed \$50,000.00 including sales tax.

Summary (Background)

This contract was originally awarded for a one (1) year term from April 14, 2017 through April 13, 2018 based on the award recommendation from RFP #4344-17. This represents the first of four (4) annual renewal options and includes on-site safety sessions, instructional videos, and supplemental materials, at no change in cost.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 50,000.00	# VARIOUS ENTERPRISE FUND BUDGETS	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 3/26/2018
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	DAVE@DELTABUSINESSTRAINING.COM
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	MLOWMASTER@SPOKANECITY.ORG
<u>Additional Approvals</u>		RGENNETT@SPOKANECITY.ORG
<u>Purchasing</u>	WAHL, CONNIE	SJOHNSON@SPOKANECITY.ORG
		SEWERACCOUNTING@SPOKANECITY.ORG
		CWAHL@SPOKANECITY.ORG

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4310 Wastewater Maintenance
<b>Subject:</b>	Public Works Safety Program Renewal
<b>Date:</b>	3/26/2018
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> ext. 7909
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract has been allocated in the following department budgets: Solid Waste, Waste to Energy, Wastewater Maintenance, Wastewater Treatment, and Water & Hydroelectric Services.
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	The current contract for this program expires April 13, 2018.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract for ongoing implementation and development of a Public Works Safety Program to include (but not be limited to) on-site classroom safety sessions, a safety exam and supplemental materials, safety videos, and a recognition program.
<b>Background/History:</b> <p><i>On April 10, 2017 City Council approved a one (1) year contract with Delta Business Training for a public works safety program not to exceed \$50,000.00 at the award recommendation from RFP #4344-17. That program currently covers safety when working in public right of ways, operating vehicles and heavy equipment, and executing job duties. It has been used by employees from the following Public Works departments: Solid Waste, Streets, Waste to Energy, Wastewater Maintenance, Wastewater Treatment, and Water &amp; Hydroelectric Services. An additional year is requested for this program to support further implementation and development.</i></p>	
<b>Executive Summary:</b> <p><i>This represents the first of four (4) optional one-year renewals of the existing contract for a Public Works Safety Program with Delta Business Training at no change in cost.</i></p> <p><i>Total Contract Value: \$50,000.00 including tax</i></p>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Water & Hydroelectric Services Contractual Services Budget Other budget impacts: ---	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



**City of Spokane**

**CONTRACT RENEWAL  
1 of 4**

**Title: DEVELOP AND IMPLEMENT SAFETY  
PROGRAM FOR CITY PUBLIC WORKS EMPLOYEES**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DELTA BUSINESS TRAINING, LLC**, whose address is 212 West Ironwood Drive, Suite D340, Coeur d'Alene, Idaho 83814, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide DEVELOPMENT AND IMPLEMENTATION OF A SAFETY TRAINING PROGRAM for the City; and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 1st of those extensions; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated April 21, 2017 and April 25, 2017, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on April 14, 2018.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FIFTY THOUSAND AND 00/100 (\$50,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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 Renewal by having legally-binding representatives affix their signatures below.

**DELTA BUSINESS TRAINING, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
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:**  
Certificate of Debarment

18-056

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 

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

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print) <i>Public Works Safety Program</i>
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

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

04/09/2018

<b><u>Date Rec'd</u></b>	3/12/2018
<b><u>Clerk's File #</u></b>	OPR 2018-0213
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	#4442-18
<b><u>Requisition #</u></b>	VALUE BLANKET

<b><u>Submitting Dept</u></b>	WASTEWATER MANAGEMENT
<b><u>Contact Name/Phone</u></b>	MIKE COSTER 625-4640
<b><u>Contact E-Mail</u></b>	MCOSTER@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	4320 ALUMINUM SULFATE BID AWARD TO KEMIRA WATER SOLUTIONS, INC.

**Agenda Wording**

Award of BID #4442-18 to Kemira Water Solutions, Inc.(Lawrence, KS)the lowest responsive bidder who met our requirements to supply approximately 5,000 dry tons of Aluminum Sulfate - total annual contract cost of \$1,370,880.00 per year, tax included.

**Summary (Background)**

Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility (RPWRF) discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow during the algae growing season in Lake Spokane. This is a three-year contract tentatively scheduled to begin on April 1, 2018 and to end on March 31, 2021. The contract may be extended for two (2) additional one-year contract periods.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	YES		
Expense	\$	\$1,370,880.00		#	4320.43210.35148.53203
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		CONKLIN, CHUCK		<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		SIMMONS, SCOTT M.		<b><u>Other</u></b>	
<b><u>Finance</u></b>		CLINE, ANGELA		PIES 3/26/18	
<b><u>Legal</u></b>		ODLE, MARI		mhughes@spokanecity.org	
<b><u>For the Mayor</u></b>		DUNIVANT, TIMOTHY		Tax & Licenses	
<b><u>Additional Approvals</u></b>			hbarnhart@spokanecity.org		
<b><u>Purchasing</u></b>		WAHL, CONNIE		Lberry@spokanecity.org	
				Kkeck@spokanecity.org	
				Jeckhart@spokanecity.org	
				kwsna.bids@kemira.com	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities
<b>Subject:</b>	Award of BID #4442-18 to Kemira Water Solutions (Lawrence, KS) who is the lowest responsive bidder who met our requirements to supply approximately 5,000 dry tons of Liquid Aluminum Sulfate at \$252.00 per dry ton for a total annual contract cost of \$1,260,000.00 plus sales tax for the period March 1, 2018 to February 29, 2021. Total cost including 8.8% Sales tax \$1,370,880.00 per year.
<b>Date:</b>	3/26/18
<b>Contact (email &amp; phone):</b>	Michael F. Coster, Plant Manager 625-4640 <a href="mailto:mcoster@spokanecity.org">mcoster@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Kemira Water Solutions (Lawrence, KS) to supply liquid Aluminum Sulfate to Riverside Park Water Reclamation Facility.
<p><u>Background/History:</u> Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility (RPWRF) discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow during the algae growing season in Lake Spokane.</p> <p>This is a three-year contract tentatively scheduled to begin on March 1, 2018 and to end on February 29, 2021. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> In order to remove Phosphorus from water discharged from RPWRF, it is necessary to add Liquid Aluminum Sulfate.</li> <li><u>Action</u> Wastewater Management is seeking Council approval to award the contract with Kemira Water Solutions (Lawrence, KS) to supply Liquid Aluminum Sulfate to the Water Reclamation Facility.</li> <li><u>Funding</u> Funding for this purchase is provided in the Wastewater Management budget, and revenue is derived from sewer rates. .</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p>	

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**PURCHASE AGREEMENT**

**Title: PURCHASE AND DELIVERY  
OF ALUMINUM SULFATE**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **KEMIRA WATER SOLUTIONS**, whose address is 4321 West 6<sup>th</sup> Street, Lawrence, Kansas 66049, as ("Vendor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **GOODS.** The Vendor agrees to sell to the City ALUMINUM SULFATE, subject to these terms and conditions
2. **CONTRACT DOCUMENTS.** This Agreement, the RFP, and the Vendor's Response to RFP constitute the contract documents and are complementary. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file with the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939, and are incorporated into this Agreement by reference as if they were set forth at length.
3. **TERM.** The Agreement shall begin April 1, 2018 and run through March 31, 2021, unless terminated earlier. The Agreement may be extended, upon mutual written agreement of both parties, for two (2) additional one year Agreement periods with the total contract period not to exceed five (5) years.
4. **DELIVERY TIME.** The Vendor shall provide the initial delivery no later than April 1, 2018, and subsequent deliveries within three (3) days' notice when required by the City and in quantities acceptable to the City. Truck deliveries will be accepted only between 7:30 a.m. and 3:00 p.m., Monday through Friday. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.
5. **DELIVERY LOCATION.** The Vendor shall deliver the goods within three (3) days from receipt of order to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939.
6. **COMPENSATION.** The City will pay a maximum of **ONE MILLION THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,370,880.00)** per year for everything furnished and done under this Agreement. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.
7. **PAYMENT.** The Vendor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939.

Payment will be made within thirty (30) days after receipt of the Vendor's application except as provided in RCW 39.76. **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.

8. TITLE. Title to the goods purchase under this Agreement remains with the Vendor until they are delivered to the City's delivery location.

9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

10. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.

12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.

13. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

A. Time is of the essence of this Agreement.

B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.

C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the terms of the Agreement.

D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged as bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. INDEMNIFICATION.

The Vendor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Vendor's negligence or willful

misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Vendor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Vendor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Vendor, its agents or employees. The Vendor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Vendor's own employees against the City and, solely for the purpose of this indemnification and defense, the Vendor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Vendor 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

17. INSURANCE.

During the period of the Agreement, the Vendor 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 Vendor'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 \$1,000,000, 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; and
- A. **Property Insurance** if materials and supplies are furnished by the Vendor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Vendor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Vendor 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 Vendor'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 Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

18. DEBARMENT AND SUSPENSION. The Vendor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

19. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

20. ASSIGNMENTS. The Vendor may not assign, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Agreement, the Vendor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

22. COMPLIANCE WITH LAWS. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

23. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

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

25. AUDIT / RECORDS. The Vendor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Vendor and its subcontractor 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.

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Vendor 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 Vendor 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.

27. CONSTRUAL. The Vendor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents

concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of nor against either party.


28. VENDOR'S ACKNOWLEDGEMENT. The Vendor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

29. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Vendor will accept modifications when ordered in writing by the Director of the Wastewater Reclamation Facility and the Agreement time and compensation will be adjusted accordingly.

30. INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Vendor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**KEMIRA WATER SOLUTIONS**

By  3/24/18  
Signature Date

Christina M. Imbrogno

Type or Print Name

Commercial Support Manager

Title

Attest: 

City Clerk

Attachment that is a part of this Agreement:

Exhibit A - Certificate Regarding Debarment

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

Type or Print Name

Title

Approved as to form:


Assistant City Attorney

**ATTACHMENT A  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Operator / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 

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

  1. The lower tier Operator certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier Operator is unable to certify to any of the statements in this contract, such Operator shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<b>Kemira Water Solutions, Inc.</b> <hr/> Name of Subrecipient / Operator / Consultant (Type or Print)	Aluminum Sulfate <hr/> Program Title (Type or Print)
<b>Christina M. Imbrogno</b> <hr/> Name of Certifying Official (Type or Print)	 <hr/> Signature
<b>Commercial Support Manager</b> <hr/> Title of Certifying Official (Type or Print)	3/2/18 <hr/> Date (Type or Print)

# BID TABULATION

BID NUMBER: 4442-18  
 BID TITLE: LIQUID ALUMINUM SULFATE  
 DUE DATE: FEBRUARY 12, 2018



CITY OF SPOKANE -  
 PURCHASING  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201-3316  
 (509) 625-6400

BIDS RECEIVED FROM:	CHEMTRADE PARSIPPANY, NJ		KEMIRA WATER SOLUTIONS LAWRENCE, KS	
DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
LIQUID ALUMINUM SULFATE, AL <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> . 14 H <sub>2</sub> O, PRICE/DRY TON (dry basis)	\$396.00	\$1,980,000.00	\$252.00	\$1,260,000.00
DELIVERY TIME	2-3 DAYS		3 DAYS	
	SUBTOTAL:	1,980,000.00	SUBTOTAL:	1,260,000.00
	SALES TAX:	174,240.00	SALES TAX:	110,880.00
	TOTAL BID:	2,154,240.00	TOTAL BID:	1,370,880.00

The Request for bid was e-mailed to over 70 companies/planholders, with 2 bid responses received and 1 “no bid” response received.

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID (IF ANY) IS MADE BY CITY COUNCIL.**



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2018

DATE (MM/DD/YYYY)

3/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1321393 KEMIRA WATER SOLUTIONS, INC. 1000 PARKWOOD CIRCLE, SUITE 500 ATLANTA GA 30339	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Liberty Mutual Fire Insurance Company		23035
	INSURER B : National Union Fire Ins Co Pitts. PA		19445
	INSURER C : Insurance Company of the State of PA		19429
	INSURER D : Liberty Mutual Insurance Company		23043
	INSURER E :		
INSURER F :			

COVERAGES KEMWA01

CERTIFICATE NUMBER: 15247709

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLNKT ADDTL INS <input checked="" type="checkbox"/> WAIVER OF SUB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB2-651-289679-017	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL <input type="checkbox"/> DED - \$1,000	N	N	CA3493648	9/15/2017	9/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	TL2-651-289679-032 (EXCESS AUTO LIAB)	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
C B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014220478 WC014220479 (CA)	9/15/2017 9/15/2017	9/15/2018 9/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	LEASED OR RENTED EQUIPMENT	N	N	YU2-691-456858	4/1/2017	4/1/2018	BLANKET PERSONAL PROPERTY \$10,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CITY OF SPOKANE IS ADDITIONAL INSURED-VENDOR AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

15247709  
CITY OF SPOKANE  
RIVERSIDE PARK WATER  
4401 N. AUBREY L. WHITE  
SPOKANE, WA 99205-3939

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

04/09/2018

<u>Date Rec'd</u>	3/27/2018
<u>Clerk's File #</u>	OPR 2017-0361
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE ORMSBY 6287	<u>Project #</u>	
<u>Contact E-Mail</u>	MORMSBY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0500 SPECIAL COUNSEL AMENDMENT		

Agenda Wording

Thomas McLane of the firm Randall Danskin was retained to represent the City in an arbitration requested by the Police Guild. Additional funds are necessary to pay the final statement.

Summary (Background)

We have paid \$48,500 to date. The additional \$6,500 is to pay final invoice.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 6500.00		# 0020-88100-18900-54105
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	DALTON, PAT	twm@randalldanskin.com
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	ccavanaugh@spokanecity.org
<u>Additional Approvals</u>		sdhansen@spokanecity.org
<u>Purchasing</u>		



**City of Spokane**  
**SPECIAL COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **THOMAS W. McLANE** of the law firm **RAN-DALL DANSKIN, P.S.**, whose address is 601 West Riverside Avenue, Suite 1500, Spokane, Washington 99201-0695, as ("Firm"). Hereafter individually a "party", and together referenced as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees (hereinafter, collectively referred to as City), regarding the matter of the John Gately arbitration filed by the Spokane Police Guild, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary to pay Firm's final invoice, 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 original Contract, dated May 3, 2017 and May 11, 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 upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00)** as full compensation for everything furnished and done under this Contract Amendment. The new amount under the original Contract, any subsequent amendments, and this Contract Amendment is **FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)**.

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.

**RANDALL DANSKIN, P.S.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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

04/09/2018

Date Rec'd

3/21/2018

Clerk's File #

CPR 2007-0039

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 6256774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name0520 FIVE APPOINTMENTS TO THE WQTIF NEIGHBORHOOD PROJECT  
ADVISORY COMMITTEEAgenda Wording

Five appointments to the West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee, each for a term of 3 years expiring on 04/09/21; Brian Jennings, Michael Pflieger, Megan Kennedy, Kimberly Lawrence, and Kelly Cruz

Summary (Background)

Five appointments to the West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee, each for a term of 3 years expiring on 04/09/21; Brian Jennings, Michael Pflieger, Megan Kennedy, Kimberly Lawrence, and Kelly Cruz

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

bborisov@spokanecity.org

Additional Approvals

sharshman@spokanecity.org

Purchasing

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

03/26/2018

Date Rec'd

3/7/2018

Clerk's File #

ORD C35605

Renews #Submitting Dept

COMMUNICATIONS

Contact Name/Phone

BRIAN 625-6740

Contact E-Mail

BCODDINGTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0330 - SBO TO ESTABLISH FUNDING FOR MARKETING CONTRACTS

Cross Ref #Project #Bid #Requisition #Agenda Wording

Amending Ordinance No. C-35565 and appropriating funds in the General Fund, FROM: Unappropriated Reserves, \$500,000; TO: Contractual Services, same amount.

Summary (Background)

This ordinance establishes the funding for two marketing contracts that will be used as part of the City's economic development efforts in business recruitment and retention.

Fiscal Impact

Grant related?

NO

Public Works?

NO

Budget Account

Expense \$ 500,000

# 0330-37100-18900-54201

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CODDINGTON, BRIAN

Study SessionDivision Director

CODDINGTON, BRIAN

Other

Urban Experience

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

bcoddington@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

gcooley@spokanecity.org

Additional Approvals

kbustos@spokanecity.org

PurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35605

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 500,000</u>
TO:	0330-37100	General Fund	
	18900-54201	Contractual Services	<u>\$ 500,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget one-time funding to support the City's communication and marketing efforts related to Economic Development, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

04/09/2018

Date Rec'd

3/22/2018

Clerk's File #

ORD C35609

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE 625-6269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 TO PURCHASE ADDITIONAL BOOKS FOR THE NEW BOOK KIOSK IN THE

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018"

Summary (Background)

This special budget ordinance transfers \$2400 from the City Council budget in the General Fund to the Library Fund to purchase additional books for the new Book Kiosk in the Library Department.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 2,400

# 0980-89000-97113-80101-99999

Expense \$ (2,400)

# 0320-36100-11600-54999-99999

Revenue \$ 2,400

# 1300-30210-99999-39710-99999

Expense \$ 2,400

# 1300-56100-94000-56402-99999

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

03/19/18 Finance

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


ORDINANCE NO C35609

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund and Library Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0320-36100	General Fund: City Council	
	11600-54999	Other Misc Charges	<u>\$ 2,400</u>
TO:	0980-89000	General Fund	
	97113-80101	Transfer to Library	<u>\$ 2,400</u>

Section 2. That in the budget of the Library Fund, and the budget annexed thereto with reference to the Library Fund, the following changes be made:

FROM:	1300-30210	Library Fund	
	99999-39710	From General Fund	<u>\$ 2,400</u>
TO:	1300-56100	Library Fund	
	94000-56402	Library Books	<u>\$ 2,400</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase additional books for the new Book Kiosk in the Library Department, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

04/09/2018

Date Rec'd

3/27/2018

Clerk's File #

ORD C35610

Renews #Submitting Dept

PARKS &amp; RECREATION

Contact Name/Phone

JONATHAN 625-6243

Contact E-Mail

JMOOG@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

1400 SBO - EVENT SPECIALIST

Cross Ref #Project #Bid #Requisition #Agenda Wording

This budget ordinance requests appropriations be made to the Parks and Recreation Fund. This request arises from the need to create an Events Specialist position.

Summary (Background)

As the construction at Riverfront Park is completing projects, there is a need for a new position of Event Specialist to facilitating events. The position was not adopted by Civil Service Commission prior to the adoption of the 2018 budget, so this position is not currently budgeted.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 45,760.00

# 1400-54300-73900-59954-99999

Revenue \$ 45,760.00

# 1400-54300-73900-00830-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONLEY, JASON K.

Study SessionDivision Director

EADIE, LEROY

Other

Council Finance-

Finance

BUENING, MARK

Distribution ListLegal

DALTON, PAT

pclarke@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

dwhaley@spokanecity.org

Additional Approvals

parksaccounting@spokanecity.org

PurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35610

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

FROM:	1400-54300- 73900-59954	Park and Recreation Fund Reserve for Total Cost Compensation	<u>\$ 45.760</u>
TO:	1400-54300 73900-00830	Park and Recreation Fund Event Specialist	<u>\$ 45,760</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create an Event Specialist position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form \_\_\_\_\_  
Assistant City Attorney

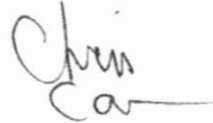
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Memo

**To:** Tim Dunivant, Finance & Administration Director  
**From:** Christine M. Cavanaugh, Human Resources Director  
**Effective Date:** January 30, 2018  
**Subject:** New Classification Specification- Event Specialist



Recently a new classification specification of Event Specialist-083 was adopted by the Civil Service Commission. Human Resources evaluated the classification using the City's adopted internal equity Point Factor system and by conducting an analysis of surrounding classifications. The below salary grade assignment has been agreed to by the City and Spokane Managerial and Professional Association.

<u>SPN</u>	<u>CLASSIFICATION</u>	<u>PAY PLAN</u>	<u>PAY GRADE</u>
083	Event Specialist	A02- M&P-B	29

The FLSA status is designated as Exempt, the EEO4 Code is 2- Professionals and the Worker's Compensation Code is 5305- City Office Employee

If you have any questions please let me know.

CC:

- Department
- Theresa Sanders, City Administrator
- HR Analysts
- HR Clerks
- Payroll

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Parks and Recreation
<b>Subject:</b>	SBO to Provide FTE for Event Specialist at Riverfront Park
<b>Date:</b>	3/9/2018
<b>Author (email &amp; phone):</b>	Mark Buening ( <a href="mailto:mbuening@spokanecity.org">mbuening@spokanecity.org</a> ; 625-6544)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u> As the construction of the new RFP is progressing, there is a need for a new Event Specialist position to perform the work necessary to book and host a variety of events at the new facility.</p> <p>The position has been newly classified by the Civil Service Commission; and the funding for this position was adopted by the Park Board and City Council in the 2018 Parks and Recreation 2018 Budget. This SBO provides the FTE position with the proper Civil Service classification.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Provide details in bullet format</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

04/09/2018

<u>Date Rec'd</u>	3/26/2018
<u>Clerk's File #</u>	RES 2018-0025
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GAVIN COOLEY 6586	<u>Project #</u>	
<u>Contact E-Mail</u>	GCOOLEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5600 SIP LOAN FOR GOLF FUND COURSE UPGRADES		

Agenda Wording

A resolution of the City of Spokane Washington relating to contracting indebtedness for upgrades to four City golf course irrigation systems and other on-course and off-course improvements

Summary (Background)

The Parks Department is requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, to be repaid with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 and additional draws as work progresses. The loan requested is for a 5-year maturity with, at the option of the City, two 5-year extensions, totaling a 15 year term. Interest at the standard SIP rate for a 5-year loan

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$7,500,000	# 5901-79214-99999-38271-84113
Revenue	\$ \$7,500,000	# 5901-79214-94000-56301-99999
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u> Urban Exp 3/12/18
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	DALTON, PAT	leadie@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jkconley@spokanecity.org
<u>Additional Approvals</u>		gcooley@spokanecity.org
<u>Purchasing</u>		mhughes@spokanecity.org
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

## **RESOLUTION NO. 2018-0025**

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of up to \$7,500,000.00 principal amount of Limited Tax General Obligation Bond, 2018 Series A, of the City for general City purposes to provide funds to be placed in the City's Financial Partnership Portfolio Fund as provided in SMC 07.08.150; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

### **BE IT RESOLVED by the City Council as follows:**

Section 1. Recitals. The City Council (the "Council") of the City of Spokane, Washington (the "City"), hereby makes the following findings and determinations:

(a) Pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue a general obligation bond (the "Bond") for the purpose of funding the Project.

(b) The amount of indebtedness for which the Bond will be issued, is the amount up to \$7,500,000.00, which is within the statutory and constitutional limits of indebtedness prescribed for the City.

(c) RCW 35.39.030(4) authorizes the City to invest its money in "general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state." Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments authorize the City Treasurer to invest in general obligation bonds issued by the City.

Section 2. Authorization of the Bond. The City shall borrow money on the credit of the City and issue a limited tax general obligation bond evidencing that indebtedness in the amount up to \$7,500,000.00 and to be placed in the City's Financial Partnership Portfolio Fund as provided in SMC 07.08.150 for general City purposes.

Section 3. Description of the Bond. The general obligation bond authorized to be issued pursuant to Section 2 of this resolution shall be designated as the Limited Tax General Obligation Bond, 2018 Series A, of the City (the "Bond"); shall be in principal amount(s) aggregating up to \$7,500,000.00; shall be dated the day the bond initially is issued by the City; shall mature five years from the date(s) of disbursement; shall be numbered R-1; and shall bear interest from the date(s) of disbursement (or the most recent date to which interest has been paid) at the Current SIP Rate for a five-year maturity of 3.325% (2.575% 5-Year Treasury Rate on March 1, 2018 + .75%) computed on the basis of the actual number of days elapsed over a year of 365/366 days (i.e., interest is compounded daily).

The loan shall be amortized over a 15-year period from the date(s) of disbursement of loan proceeds. Notwithstanding the 15-year loan amortization period, principal and interest on the Bond shall be due and payable in full at the five-year bond maturity (from date of draw), unless the City agrees to extend the term of repayment an additional five-year period. In no event shall the repayment period be extended beyond five years, nor shall the total repayment period extend beyond 15 years, including all loan extensions.

The Current SIP Rate is the rate set on the first business day of the month of filing of this Bond Resolution with the City Clerk and equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%), (for subsequent disbursements under the Bond, the rate shall be set on the first day of the month of disbursement). For maturities materially between standard US Treasury maturities, the calculated rate will be interpolated between the rates for the nearest US Treasury maturities above and below the maturity of the bond being issued. Principal and interest on the bond shall be paid semi-annually, on each December 31 and June 30, commencing on December 31, 2018. At maturity, the remaining principal of the Bond shall be paid in full (and may be prepaid earlier, in full or in part, pursuant to Section 5 of this resolution). Section 4.

Payment of the Bond. Both principal of and interest on the Bond shall be payable solely out of the Asset Management Fund (as defined below), in lawful money of the United States of America, by check, draft, electronic transfer or interfund transfer on the payment date. Such payments will be made to the Registered Owner (as defined below) at the address appearing on the Bond Register (as defined below). The final installment of principal and interest on the Bond at maturity or prior repayment is payable at the office of the Bond Registrar (as defined below) in Spokane, Washington, upon presentation and surrender of the Bond.

Section 5. Prepayment Provisions. The City reserves the right to prepay principal of the Bond prior to its stated maturity at any time, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Bond so prepaid shall cease to accrue on the date of such prepayment.

Section 6. Failure to Redeem Bond. If the Bond is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Bond at the same rate provided therein from and after its maturity date until the Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Asset Management Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 7. Pledge of Taxes. For as long the Bond is outstanding and unpaid, the City irrevocably pledges to pay when due the principal of and interest on the Bond, and the full faith, credit and resources of the City are pledged irrevocably for the collection and the prompt payment of that principal and interest.

Section 8. Form and Execution of the Bond. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

STATE OF WASHINGTON

CITY OF SPOKANE

LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2018 A

INTEREST RATE: 3.325%

INITIAL MATURITY DATE: XX/X/2023

REGISTERED OWNER: City of Spokane, Washington.

ORIGINAL PRINCIPAL AMOUNT: \$XXX,XXX.XX

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, to pay principal, and interest thereon, from the date of disbursement (xxxx, 2018) , or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable semiannually thereafter commencing December 31, 2018 and on the first days of each succeeding December and June. Both principal of and interest on this bond are payable in lawful money of the United States of America. Initially, the City has specified and adopted the registration system for the bonds of this issue specified by the State Finance Committee, and the fiscal agency of the State will act as registrar, paying agent and authenticating agent (the "Bond Registrar").

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Resolution No. 2018-\_\_\_\_\_ duly passed by the City Council on April 9, 2018 (the "Bond Resolution"). Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget sufficient funds to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have not been designated by the District as "qualified tax-exempt obligations" under Section 265(b) of the Code for banks, thrift institutions and other financial institutions. [The interest on the bonds of this issue is [not] excludable from federal income taxation.]

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

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this \_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_ /s/ manual or facsimile  
Mayor

ATTEST:

\_\_\_\_\_/s/ manual or facsimile  
City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

#### CERTIFICATE OF AUTHENTICATION

This bond is the fully registered Limited Tax General Obligation Bonds, 2017 Series B, described in the Bond Resolution, of the City of Spokane, Washington, dated \_\_\_\_\_, 2017.

TREASURER, CITY OF SPOKANE, WASHINGTON  
as Registrar

By \_\_\_\_\_

Authorized Signer

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Bond Registrar. The City's Treasurer is appointed as the registrar for the Bond (the "Bond Registrar") and, in such capacity, shall be responsible for registering ownership of the Bond. The Bond shall be issued to the City of Spokane (the "Registered Owner"), as payee, for the benefit of the SIP, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the Registered Owner. The Bond may not be assigned or transferred by the Registered Owner. When the Bond has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Bond Registrar, who shall cancel the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Bond. The Bond Registrar is authorized, on behalf

of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The provisions of this resolution shall constitute a system of registration for purposes of the Bond. The Bond Registrar shall be responsible for the representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 10. Purchase of the Bond. The City shall purchase the Bond, at the price of par, from funds available for investment on deposit in the SIP. The Mayor, the City Clerk, the City Treasurer, the City's Chief Financial Officer, and other City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond and for the proper application and use of the proceeds of the sale thereof.

Section 11. Ratification and Limitation on Recourse. All actions heretofore taken in furtherance thereof and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects. No recourse shall be had for any claim based on this resolution or the Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 12. Validity. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bond or of the levy or collection of the taxes pledged to pay and retire the Bond.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held  
on June 19 , 2017.

CITY OF SPOKANE

Spokane County, Washington

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Ben Stuckart, Council President

ATTEST:

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Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

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Michael Ormsby, City Attorney

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Laura D. McAloon, Bond Counsel

**BRIEFING PAPER**  
Golf SIP Loan Request  
March 27, 2018

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**Subject**

Parks Department Request for a (SIP) loan in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements.

**Background**

The Parks Department is requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, to be repaid with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 and additional draws as work progresses.

The loan requested will have a five-year maturity, with two 5-year extensions at the option of the City. The loan will amortize over a 15-year period and carry interest at the standard SIP rate for a five-year loan.

Spokane Parks and Recreation owns and operates four municipal golf courses open to the public, and after several decades of continuous operation, each City course is in need of major capital improvements.

Parks operates as a City Enterprise Fund and must recover 100% of all expenditures each year. Accordingly, green fees paid by each golf participant account for Golf Fund revenues. To supplement this revenue, Parks and Recreation has established a golf facility impact fee, earmarked to repay the SIP loan over the next 15 years of debt service.

Construction will commence in the Fall of 2018, commencing with the installation of new irrigation system at Indian Canyon Golf Course, along with the design of a new irrigation system at Esmeralda golf course.

Parks and Recreation staff have agreed to confirm the compensation to be paid each affected golf professional prior start of any construction, to identify the source of funds for such compensation, and to have such compensation approved by the Park Board prior to commencement of any construction.

Additionally, the Golf Fund is hiring a Golf Manager who will work with the Park Board to seek out additional revenue funding sources by jointly creating a golf

strategic plan that will explore sponsorships, event marketing, golf, and non-golf revenue activities at each course, and

Finally, the Park Board will commit to review all Golf Fund expenditures and determine if the Park Fund is incorrectly appropriating internal expenditures to the Golf Fund. Also, the Park Board will commit to review all Park Fund revenues and determine if the Park Fund is correctly appropriating the proper pro rata share of revenues to the Golf Fund.

**Action**

Approve Parks Department Request for a (SIP) loan in the amount of \$7,500,000 to upgrade four City golf course irrigation systems and other on-course and off-course improvements.

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

04/09/2018

<u>Date Rec'd</u>	3/19/2018
<u>Clerk's File #</u>	RES 2018-0026
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LOREN SEARL 625-7851	<u>Project #</u>	
<u>Contact E-Mail</u>	LSEARL@SPOKANECITY.ORG	<u>Bid #</u>	SOLE SOURCE
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	CR 19056
<u>Agenda Item Name</u>	4100 - SOLE SOURCE RESOLUTION - UTILIS SATELLITE LEAK DETECTION SERVICES		

Agenda Wording

A sole source resolution authorizing a contract with Utilis Inc. (San Diego, CA) for satellite water leak detection surveys at a cost of \$81,000.00 including tax.

Summary (Background)

Utilis has a patented algorithm for leak detection in urban fresh-water distribution networks. Using spectral aerial imaging taken from a satellite mounted sensor, Utilis uses L band microwaves to spot leakage in subterranean drinking water networks via unique spectral signature. This contract would result in survey reports allowing efficient maintenance of the water service system to achieve reductions in leaked drinkable water without disrupting service to the citizens of Spokane.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 81,000.00		# 4100-30210-34141-54201-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 3/26/2018
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	ALEX@UTILISCORP.COM
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	LSEARL@SPOKANECITY.ORG
<u>Additional Approvals</u>		JSAKAMOTO@SPOKANECITY.ORG
<u>Purchasing</u>	PRINCE, THEA	SJOHNSON@SPOKANECITY.ORG
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	TPRINCE@SPOKANECITY.ORG
		WATERACCOUNTING@SPOKANECITY.ORG

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Satellite Water Leak Detection Services
<b>Date:</b>	3/26/2018
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> ext. 7851
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been allocated in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	This service is subject to satellite availability.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This contract will support two (2) satellite surveys to cover the City of Spokane's total 1,080 miles of water service pipe. These surveys will allow for an efficient maintenance and repair plan for the City's water service system, maximizing the investment of taxpayer funds to achieve reductions in losses of leaked drinkable water.
<b>Background/History:</b>  <i>Utilis Inc. has developed a unique and patented algorithm for leak detection in urban fresh-water distribution networks. Using spectral aerial imaging taken from a satellite mounted sensor, Utilis uses L band microwaves to spot leakage in subterranean drinking water networks. Drinking water is identified according to its particular spectral signature.</i>	
<b>Executive Summary:</b>  <i>A sole source contract is proposed to utilize this patented technology in gathering current data on locations of leaked drinkable water within the existing water service system. Using this technology would avoid wasting time and materials to manually test and examine the existing system, as well as eliminate the potential inconvenience of service disruption to the citizens of Spokane.</i>  <i>Total Contract Value: \$81,000.00 including tax</i>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Water & Hydroelectric Services Contractual Services Budget Other budget impacts: ---	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

## SOLE SOURCE RESOLUTION 2018-0026

A SOLE SOURCE RESOLUTION declaring Utilis Inc. as a sole source for a unique and patented algorithm for leaks detection in urban fresh water distribution networks; and authorizing staff to negotiate and execute a contract with Utilis Inc. for use of the patented technology held by Utilis to use the L band microwave wavelength to spot leakage in subterranean drinking water networks via spectral aerial imaging at a cost of \$81,000.00 including tax.

WHEREAS, the City Water & Hydroelectric Services Department would like to conduct a non-invasive survey of the drinking water service system within the City of Spokane using the patented technology held by Utilis for spectral aerial imaging; and

WHEREAS, the use of this algorithm supports efficient allocation of repair resources and funding to maximize water loss control efforts; and

WHEREAS, department personnel determined the cost to benefit analysis of this project is reasonable given the rental of satellite technology and time required to analyze the City's GIS maps in accordance with this service; and

WHEREAS, failure to approve this sole source would significantly limit the ability of the Water & Hydroelectric Services department to efficiently repair or improve the City's water service system; and

WHEREAS, Utilis Inc.'s algorithm and process is patented US 9285475 March, 15 2016 System and Method of Underground Water Detection assigned to Utilis Israel Ltd.; and

WHEREAS, Utilis Inc. is 100% owned subsidiary of Utilis Israel Ltd.; and

WHEREAS, the cost of the software and associated products is \$81,000.00 including tax which exceeds the 2018 public bid limit; -- Now, Therefore,

BE IT RESOLVED that the City Council for the City of Spokane hereby declares Utilis Inc. a sole source for providing survey reports using their patented algorithm necessary to identify leaking treated water pipelines using remote imaging technology; and

BE IT FURTHER RESOLVED that staff is authorized to negotiate and execute a contract with Utilis Inc. at a cost of \$81,000.00 including tax.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: SURVEY OF**  
**DRINKING WATER SYSTEM**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UTILIS, INC.**, whose address is 16885 West Bernardo Drive, Suite 305, San Diego, California 92127 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to **CONDUCT LEAK DETECTION SURVEYS OF THE CITY'S DRINKING WATER SYSTEM**; and*

*WHEREAS, the Consultant was selected as a Sole Source.*

*-- 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 upon signature of the parties, and ends on April 30, 2019, 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 Proposal and 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 contract documents, the City Agreement controls.

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. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed **EIGHTY ONE THOUSAND AND NO/100 DOLLARS (\$81,000.00)**, including tax, unless modified by a written amendment to this Agreement.

#### 5. COMPENSATION/PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Water & Hydroelectric Services, Administration Office, 914 East North Foothills Drive, Spokane, Washington 99207. **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.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and 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 Contract 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 Contract.
- 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 are not 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. 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 include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

## **7. 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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

## **8. 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 Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
City of Spokane Water & Hydroelectric Services, Administration Office 914 East North Foothills Drive, Spokane, Washington 99207	UTILIS, INC. 16885 West Bernardo Drive, Suite 305 San Diego, California 92127

## **10. SOCIAL EQUITY REQUIREMENTS.**

- A. 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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **11. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity 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, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **12. INSURANCE.**

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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 Title 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; 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.

### **13. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

### **14. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

### **15. INDEPENDENT CONSULTANT.**

A. 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 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. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **16. 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.

#### **17. 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.

#### **18. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **19. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **20. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **21. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **22. CONFIDENTIALITY.**

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records) or that there are apparent exemptions or redactions that Consultant could assert. In the latter case, Consultant will be notified of the request and pending release of records and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

## **23. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **24. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **25. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **26. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions

in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. 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.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. 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 contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, 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.

**UTILIS, 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:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments:** Exhibit A – Proposal and Scope of Work  
Exhibit B – Debarment Certificate

18-059

## ATTACHMENT B

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

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

02/26/2018

Date Rec'd

2/15/2018

Clerk's File #

ORD C35595

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4700 - ORDINANCE FOR SHERIDAN AND RIVERSIDE STREET VACATION

Agenda Wording

Ordinance vacating Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue. (East Central Neighborhood Council)

Summary (Background)

City Council considered the above vacation petition at its legislative session held January 22, 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study SessionDivision Director

TRAUTMAN, HEATHER

OtherUrban Development  
11/13/17Finance

DOVAL, MATTHEW

Distribution ListLegal

RICHTMAN, JAMES

ebrown@spokanecity.org

For the Mayor

SANDERS, THERESA\*

jeliasonspokanecity.org

Additional Approvals

sbishopspokanecity.org

Purchasing

htrautmanspokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C35595

An ordinance vacating Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue

WHEREAS, a petition for the vacation of twenty-five feet of Sheridan Street north of the north right of way line of Riverside Avenue has been filed with the City Clerk representing of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

That Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue

is hereby vacated. Parcel number not assigned.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

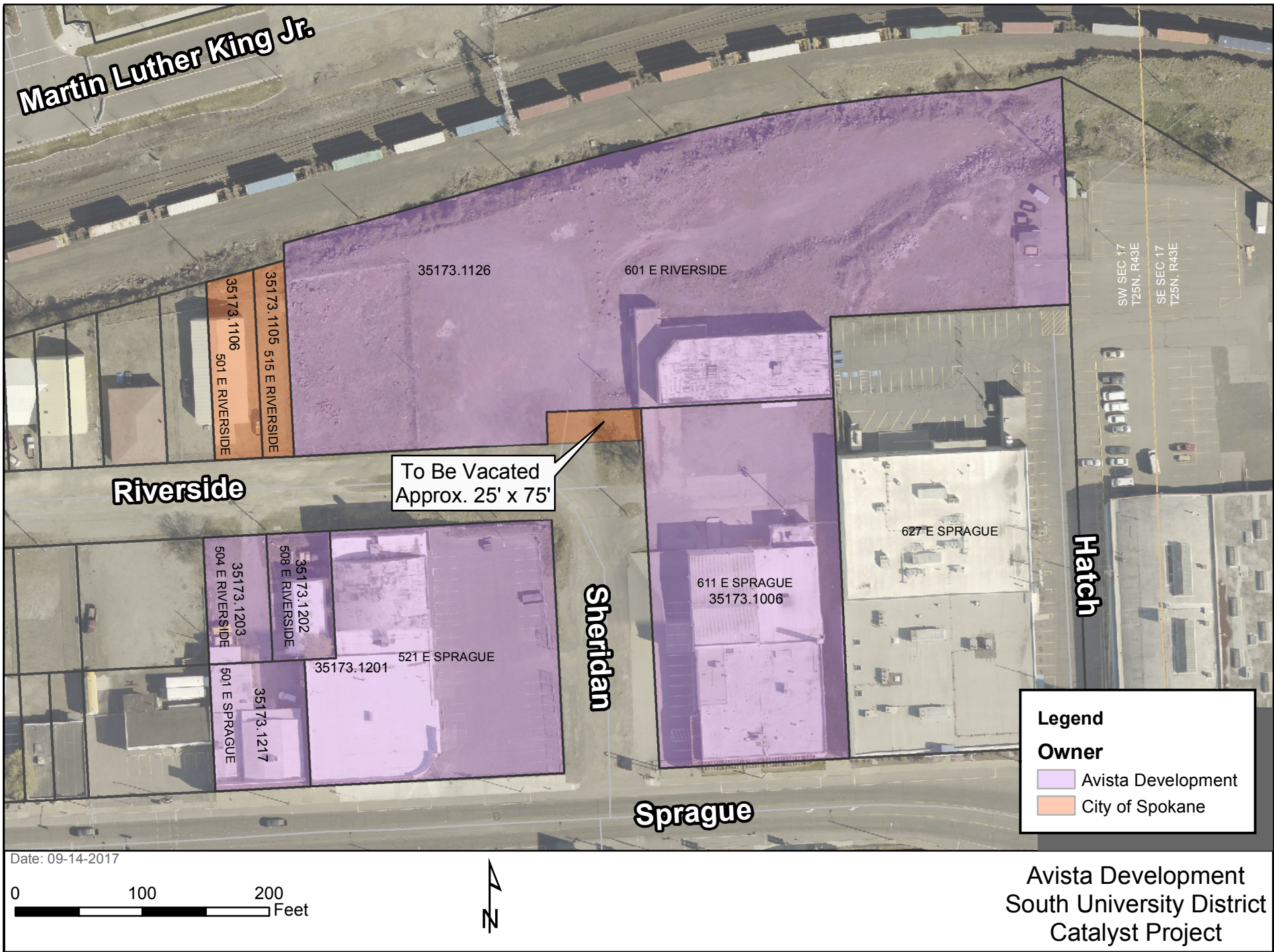
Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_





**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
October 24, 2017

**LOCATION:** Sheridan Street from the north right of way line of Riverside Avenue to 25 feet north of Riverside Avenue

**PROPONENT:** Avista

**PURPOSE:** Future development of the area

**HEARING:** February 26, 2018

**REPORTS:**

**AVISTA UTILITIES** – No comments (applicant)

**INLAND POWER** – No utility facilities within the proposed vacation area.

**COMCAST** – Comcast has facilities within the proposed vacation area. Retain easement.

**XO COMMUNICATIONS** – Vacation is good with CTL as long as facilities can be maintained.

**CENTURYLINK** – Retain easement.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments received.

**FIRE DEPARTMENT** – No objections.

**NEIGHBORHOOD SERVICES** – No comments received.

**PARKS DEPARTMENT** – No comments received.

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – Adequate emergency vehicle and refuse collection access and maneuvering shall be maintained to existing and future buildings.

**LONG RANGE PLANNING** – No comments received.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No objection.

**PLANNING & DEVELOPMENT – PLANNING** – No concerns.

**POLICE DEPARTMENT** – No comments received.

**SOLID WASTE MANAGEMENT** – No comments received.

**STREET DEPARTMENT – TRAFFIC OPERATIONS** – No comments received.

**WASTEWATER MANAGEMENT** – No objection provided onsite runoff be maintained and treated on site.

**WATER DEPARTMENT** – No comments received.

**BICYCLE ADVISORY BOARD** – No comments received.

**RECOMMENDATION:** That the petition be granted and a Vacating Ordinance be prepared subject to the following conditions:

1. An easement as requested by CenturyLink shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle and refuse collection access and maneuvering shall be maintained to existing and future buildings.
3. Closure work shall be designed, approved by the City, and completed to City Standards.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$9,374.95 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2018.



Eldon Brown, P.E.  
Principal Engineer – Planning & Development

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

04/09/2018

Date Rec'd

3/20/2018

Clerk's File #

ORD C35611

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KAREN STRATTON 625-6291

Project #Contact E-Mail

KSTRATTON@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - ORDINANCE CONCERNING REGULATION OF YARD SALES

Agenda Wording

An ordinance regarding yard sales; repealing sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060; amending section 10.45.020; enacting a new section 10.45.070; and repealing section 08.02.0227 of the Spokane Municipal Code.

Summary (Background)

Dealers in used goods are no longer regulated by SPD, and are now regulated by the county. Periodically, the Spokane Municipal Code must be updated, and inactive or unutilized code sections removed. This ordinance updates the definition of "yard sales," clarifies the definition of "used goods," and clarifies the penalty for holding excessive yard sales in certain zoning areas. Briefed in Public Safety and Community Health Committee on March 5, 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSCH, 3-5-2018

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

kstratton@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## ORDINANCE NO. C35611

An ordinance regarding yard sales; repealing sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060; amending section 10.45.020; enacting a new section 10.45.070; and repealing section 08.02.0227 of the Spokane Municipal Code.

**WHEREAS**, the regulation of dealers in used goods is no longer carried out by the Spokane Police Department, and is instead a program administered by Spokane County under the authority of the Spokane County Code; and

**WHEREAS**, to ensure that the Spokane Municipal Code is up to date, it is periodically necessary to update the code and remove inactive or unutilized code sections.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That sections 10.45.010, 10.45.030, 10.45.040, 10.45.050, and 10.45.060 of the Spokane Municipal Code are hereby repealed.

**Section 2.** That section 10.45.020 of the Spokane Municipal Code is amended to read as follows:

### **Section 10.45.020 (~~“Used Goods” Defined~~)Definitions**

A. “Used goods” means all items of tangible personal property except:

~~((A-))~~ 1. motor vehicles required to be registered under Title 46 RCW;

~~((B-))~~ 2. junk material, such as aluminum cans, paper and scrap lumber and nonprecious metal, which is intended for recycling or remanufacture;

~~((C-))~~ 3. containers, such as glass bottles, intended for recycling and reuse;  
~~((and))~~

~~((D-))~~ 4. used metal construction or fabrication materials, such as pipe, channels, angles or beams; which property is bought, sold, exchanged, pledged, consigned or transferred at any time after its original retail sale~~((-))~~; and

~~((4-))~~ 5. Products, such as machinery or machinery parts, which have been remanufactured or restored in whole or in part and which are sold in retail stores~~((are regarded as new goods))~~.

B. “Yard sale” means a public offering for sale of clothing, furniture, toys and other used goods, including without limitation personal and household items, at a residence located within an area zoned residential single-family (RSF).

residential single-family compact (RSF-C), or residential two-family (RTF). For purposes of this chapter, “garage sales”, “rummage sales,” and all other similar commonly-used terms are equivalent to “garage sale”.

**Section 3.** That there is enacted a new section 10.45.070 of the Spokane Municipal Code to read as follows:

**Section 10.45.070 Prohibited acts; penalty.**

- A. It is a violation of this chapter to conduct four (4) or more yard sales as defined in this chapter in a calendar year or to conduct a yard sale at a single location for longer than three (3) days.
- B. A first violation of this section is a class 3 civil infraction. A second violation, and each subsequent violation thereafter, is a class 2 civil infraction.

**Section 4.** That section 08.02.0227 of the Spokane Municipal Code is hereby repealed.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date