

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, SEPTEMBER 10, 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. 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. 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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|---|---------|-------------------------------|
| 1. | Annual Blanket Orders with Shamrock Paving, Action Materials and Central Pre-Mix (as a group) (all Spokane, WA) for sand and gravel for Street Maintenance, Sewer Maintenance, Water & Hydro, and Parks Departments—annual expenditure \$165,000.
Gary Kaesemeyer | Approve | OPR 2018-0555
QUOTE 760-18 |
| 2. | Contract Amendments with Etter, McMahon, Van Wert & Oreskovich, P.C. (Spokane, WA) for outside counsel services in the legal matters of: | Approve | |
| | a. West Terrace Golf, LLC v. City of Spokane—increase of \$75,000. Total contract amount: \$250,000. | | OPR 2017-0501 |
| | b. John Durgan, et. al. v. City of Spokane—increase of \$75,000. Total contract amount: \$250,000. | | OPR 2017-0546 |
| 3. | Contract Extension No. 1 of 4 with Deeco, Inc. (Raleigh, NC) to provide Air Quality Emission Compliance Testing for the Waste-to-Energy Facility from November 1, 2018 to October 31, 2019—\$110,000.
Sam Faggiano
David Paine | Approve | OPR 2017-0659
RFP 4378-17 |

- | | | | |
|-----|--|------------------------|--------------------------------|
| 4. | Contract Extension No. 4 of 4 with Dick Irvin, Inc. (Shelby, MT) for coordination, transportation and offloading of bulk lime for the Waste-to-Energy Facility from October 1, 2018 to September 30, 2019—2018: \$100,000; 2019: \$220,000.
David Paine | Approve | OPR 2015-0093
RFP 4079-14 |
| 5. | Renewal of Consultant Agreement with ABB, Inc. (Portland, OR) for software maintenance and technical support plus parts for the control systems for the Waste-to-Energy Facility from November 17, 2018 to November 16, 2019—2018: \$16,259; 2019: \$81,295.
David Paine | Approve | OPR 2014-0936
RES 2014-0107 |
| 6. | Contract Extension No. 2 of 4 with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) for refurbishing metal refuse/recycling containers and roll off boxes—estimate \$450,000 (incl. tax).
Dustin Bender | Approve | OPR 2016-0649
BID 4254-16 |
| 7. | Interlocal Agreement with Spokane County Treasurer for processing payments for Utilities Billing.
Corin Morse | Approve | OPR 2018-0556 |
| 8. | Multi-Family Tax Exemption Conditional Contract for 51 residential units at 1309 West 1st Avenue.
Ali Brast | Approve | OPR 2018-0557 |
| 9. | Interagency Agreement with Washington State Criminal Justice Training Center (Burien, WA) for the Spokane Police Department to operate the Fall 2018 Police Academy—\$232,800. (Relates to Special Budget Ordinance C35675)
Jennifer Isaacson | Approve | OPR 2018-0558 |
| 10. | Contract with the Department of Ecology for Integrated Planning Grant for the Yard and the City's Ranch site, in particular, to enable the City to carry out environmental due diligence and remedial investigation—\$300,000.
Terri Stripes | Approve | OPR 2018-0559 |
| 11. | Contracts, for right-of-way acquisition services on projects that are federally funded and required to meet WSDOT and FHWA rules for property acquisition, with: | Approve
All | RFP 4468-18 |
| | a. Common Street Consulting, LLC (Seattle, WA)—\$250,000. | | OPR 2018-0560 |
| | b. D'amato, Conversano, Inc. dba DCI Engineers (Spokane, WA)—\$250,000.
David Steele | | OPR 2018-0562 |
| 12. | Reports of the Mayor of pending: | Approve &
Authorize | CPR 2018-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total | Payments | |

\$ _____, with Parks and Library
claims approved by their respective boards.
Warrants excluding Parks and Library total
\$ _____.

- b. Payroll claims of previously approved
obligations through: August 25, 2018:
\$7,045,170.47.

CPR 2018-0003

13. City Council Meeting Minutes: _____, 2018.

Approve
All

CPR 2018-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.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 C35675 **General Fund—Police-Criminal Justice Training**
FROM: Law Enforcement Services, \$110,000;
TO: Various Accounts, \$110,000.

(This action will allow budgeting to fund and operate the Fall 2018 Police Academy.) (Relates to Consent Agenda Item No. 9.)

Jennifer Isaacson

ORD C35676 **Forfeiture & Contributions Fund**
FROM: Department of Justice, \$92,337;
TO: Various Accounts, \$92,337.

(This action will allow budgeting to replace failing AV equipment necessary for the collection of evidence in the police investigations interview rooms.)

Jennifer Isaacson

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0076 Of the Spokane City Council expressing its support for passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities." (Deferred from August 27, 2018.)
Council Member Mumm
- RES 2018-0077 Of the Spokane City Council expressing its support for passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General Obligation Bonds—\$77,000,000." (Deferred from August 27, 2018.)
Council Member Mumm
- RES 2018-0080 Declaring the Teledyne ISCO flow monitoring system a sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. (Woodinville, WA) at an estimated cost of \$680,000 (incl. tax) over five years.
Mike Coster

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 10, 2018
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The September 10, 2018, Regular Legislative Session of the City Council is adjourned to September 17, 2018.

Note: The September 17, 2018, 3:30 p.m. Briefing will be held in City Council Chambers. The September 17, 2018, 6:00 p.m. Legislative Session will be a Town Hall Meeting held at the Northeast Community Center, 4001 North Cook Street.

NOTES

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

09/10/2018

Date Rec'd

8/21/2018

Clerk's File #

OPR 2018-0555

Renews #**Submitting Dept**

STREETS

Contact Name/Phone

GARY 232-8810

Contact E-Mail

GKAESEMEYER@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

1100 - ANNUAL BLANKET ORDERS FOR SAND & GRAVEL

Cross Ref #**Project #****Bid #**

QUOTE #760-18

Requisition #

VALUE BLANKET

Agenda Wording

Annual Blanket Orders with Shamrock Paving, Action Materials and Central Pre-Mix (as a group) for sand and gravel for use by the City of Spokane Street Maint., Sewer Maint., Water & Hydro and Parks Department.

Annual Expenditure - \$165,000.00

Summary (Background)

on 6/21/18 quotes were received to provide the City of Spokane with sand and gravel. Responses were received from the above referenced vendors who are all local. Value Blanket Orders with all three vendors allows the City to haul from the location most economical for the job site. These will be five (5) year Value Blanket Orders and will expire September 1, 2023.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 165,000.00

various

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

KAESEMEYER, GARY

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

SANDERS, THERESA

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

UEAIR 7/26/18

Distribution List

tprince

Additional Approvals**Purchasing**

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The cost of this renewal is \$97,554.00 from November 2018-December 2019. \$16,259 will be funded from the 2018 operational budget and \$81,295.00 will be funded from the 2019 operational budget.

Summary (Background)

The original contract issued under sole source resolution 2014-0107 was for 3 years with the option to renew for an additional two (2) one-year extensions. This is the second of those extensions. Utilizing the consultant who is familiar with this proprietary software, and having the ability to purchase required parts as necessary will keep the WTE Facility operating properly.

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

Briefing Paper (UEAIR)

Division & Department:	Street
Subject:	Sand and gravel
Date:	7/26/2018
Contact (email & phone):	rhowerton@spokanecity.org / 625-7741
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: <i>This material is used by Street Department, Sewer Department, Water Department and Parks Department. The estimated annual cost is \$165,000 and a 5 year total of \$825,000. The City of Spokane Purchasing Department requested a 5 year bid from the major sand and gravel producers in the region.</i>	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The total cost to all City Departments noted above will be approximately \$165,000 annually. <i>Action</i> <ul style="list-style-type: none"> Approval of the 5 year Value Blanket Order for Sand and Gravel with Shamrock Paving, Action Materials and Central Pre-Mix, all local companies. <i>Funding</i> <ul style="list-style-type: none"> Funding for this is included in the 2018 Street Operation and Maintenance Budget. 	
Budget Impact: 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.)	
Operations Impact: 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:	

760-18	SHAMROCK PAVING PO BOX 19263 SPOKANE WA 99219			ACTION MATERIALS PO BOX 19425 SPOKANE WA 99219			CENTRAL PRE MIX 5111 E BROADWAY AVENUE SPOKANE WA 99212		
SAND & GRAVEL									
Pick Up Locations	2605 N. Hayford Rd.			9518 S. Grove Rd., Cheney Wa 99004			Various		
Delivery Radius from Spokane	10 miles			Within Spokane City Limits			none		
	Delivered	Picked Up	Minimum	Delivered	Picked Up	Minimum	Delivered	Picked Up	Minimum
DESCRIPTION	PRICE PER TON			PRICE PER TON			PRICE PER TON		
3/8" PEA GRAVEL	\$ -	\$ -		\$ 26.00	\$ 14.00	15 TON DEL		\$ 9.50	100 TON/Sullivan
SAND/GRAVEL MIX	\$ -	\$ -		\$ 20.50	\$ 18.50	15 TON DEL		\$ 10.50	100 TON/Sullivan
COARSE SAND	\$ -	\$ -		\$ 17.50	\$ 5.50	15 TON DEL		\$ 6.50	10,000 TON/Sullivan
MEAD SAND	\$ -	\$ -		\$ 28.50	\$ 16.50	15 TON DEL		\$ 16.50	1,000 TON/Crestline
3/4" ROUND GRAVEL (WASHED)	\$ -	\$ -		\$ 26.00	\$ 9.00	15 TON DEL		\$ 13.50	1,000 TON/Sullivan
1 1/4" MINUS CRUSHED GRAVEL	\$ 16.00	\$ 7.50	25 TON	\$ 19.50	\$ 7.50	15 TON DEL		\$ 10.75	1,000 TON/Key Rock
3/4" MINUS CRUSHED GRAVEL	\$ 16.00	\$ 7.50	25 TON	\$ 19.50	\$ 7.50	15 TON DEL		\$ -	
3/8" MINUS SHRUSHED GRAVEL	\$ -	\$ -		\$ -	\$ -			\$ -	
5/8" MINUS CRUSHED GRAVEL	\$ -	\$ -		\$ 19.50	\$ 7.50	15 TON DEL		\$ 10.75	1,000 TON/Key Rock
1 1/2" ROUND ROCK	\$ -	\$ -		\$ 21.50	\$ 9.50	15 TON DEL		\$ -	
1-1/4" - 3/4" Chips				\$ 24.50	\$ 12.50	15 TON DEL		\$ 16.00	1,000 TON/Perry
CONCRETE SAND	\$ -	\$ -		\$ -	\$ -			\$ 20.00	100 TON/Sullivan
CONCRETE READY-MIX SACKS	\$ -	\$ -		\$ -	\$ -			\$ -	
2-1/2" WSDOT State Ballast Crushed Rock	\$ -	\$ -		\$ -	\$ -			\$ 15.00	100 TON/Perry
Silica Sand	\$ -	\$ -		\$ -	\$ -			\$ -	

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

09/10/2018

Date Rec'd

8/28/2018

Clerk's File #

OPR 2017-0501

Renews #Cross Ref #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

SAM FAGGIANO 6818

Project #Contact E-Mail

SFAGGIANOSPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

PAID BY CLAIMS

Agenda Item Name

0500 SPECIAL COUNSEL AMENDMENT

Agenda Wording

Amendment to contract with Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter West Terrace Golf, LLC v. City of Spokane. Increase of \$75,000 for a total contract amount of \$250,000.

Summary (Background)

The City entered into contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ \$75,000.00

5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

james.scott@ascrisk.com

For the Mayor

SANDERS, THERESA

sdhansen@spokanecity.org

Additional Approvals

mfc@ettermcmahon.com

Purchasing

sfaggiano@spokanecity.org

RISK MANAGEMENT

ORMSBY, MICHAEL



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 **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"), Individually hereafter referenced as a "party", and together 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 regarding the matter of **WEST TERRACE GOLF, L.L.C. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

WHEREAS, additional funds are necessary, 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 June 27, 2017 and July 17, 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 **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

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.

**ETTER, MCMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.**

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:
09/10/2018

<u>Date Rec'd</u>	8/28/2018
<u>Clerk's File #</u>	OPR 2017-0546
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	PAID BY CLAIMS

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	SAM FAGGIANO 6818
<u>Contact E-Mail</u>	SFAGGIANOSPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0500 SPECIAL COUNSEL AMENDMENT

Agenda Wording

Amendment to contract with Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter John Durgan, et. al. v. City of Spokane. Increase of \$75,000 for a total contract amount of \$250,000.

Summary (Background)

The City entered into contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary.

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

Expense	\$ \$75,000.00	# 5800-78100-14780-54601
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	james.scott@ascrisk.com	
<u>For the Mayor</u>	SANDERS, THERESA	sdhansen@spokanecity.org	
<u>Additional Approvals</u>		mfc@ettermcmahon.com	
<u>Purchasing</u>		sfaggiano@spokanecity.org	
<u>RISK MANAGEMENT</u>	ORMSBY, MICHAEL		



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 **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"), individually hereafter referenced as a "party", and together 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 regarding the matter of **JOHN DURGAN, ET. AL. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

WHEREAS, additional funds are necessary, 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 July 28, 2017 and August 1, 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 **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

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.

**ETTER, MCMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.**

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:**

09/10/2018

Date Rec'd

8/17/2018

Clerk's File #

OPR 2017-0659

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Contact Name/Phone

DAVID PAINE 625-6878

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490-CONTRACT FOR AIR QUALITY EMISSION COMPLIANCE TESTING AT WTE

Cross Ref #**Project #****Bid #**

RFP #4378-17

Requisition #

CR 19629

Agenda Wording

Contract with DEECO Inc. of Raleigh, North Carolina to provide Air Quality Emission Compliance Testing at the WTE. Total cost of contract is \$110,000.00 and will run from November 1, 2018 to October 31, 2019.

Summary (Background)

Annual emissions testing is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO Inc. was the most qualified and most cost effective. A contract with DEECO Inc. resulted from this RFP, which was for one year with the option of four (4) one-year extensions. This is the first of those extensions. This testing will demonstrate WTE's compliance with Air Operating Permit emission limits (Chapter 401, Title V).

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ \$110,000.00

4490-44100-37148-54940

Select \$

#

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

Study Session

PIES 8/27

Division Director

SIMMONS, SCOTT M.

Other**Finance**

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

SANDERS, THERESA

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

deeco@deeco.com Marc Hamilton *DS

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract For Air Quality Emission Compliance Testing At WTE.
Date:	August 27, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with DEECO for air emissions compliance testing, without which, the facility will not be in compliance with its Air Operating Permit.
Background/History: <p>Annual emissions compliance testing is required by the Air Operating Permit (Chapter 401, Title V) for the WTE Facility. It also provides a 3rd party certification of the accuracy of the existing Continuous Emission Monitors as required by Federal regulations in 40CRF 60 Appendices B and F procedures.</p> <p>On August 21, 2017 responses to RFP #4378-17 were received and DEECO Inc., of Raleigh, North Carolina, was awarded the contract for these testing services. The initial contract was for one year with the option of four (4) additional one-year extensions/renewals. This will be the first of those renewals. The contract will run through October of 2019 and will have an estimated annual cost of \$110,000.00.</p>	
Executive Summary: <ul style="list-style-type: none"> • Renewal #1 of 4 for air emissions compliance testing at the WTE Facility. • Testing is required under the Facility's Air Operating Permit (Chapter 401, Title V). • Contract term from November 1, 2018 through October 31, 2019. • Pricing to remain the same as the prior contract year. • Anticipated annual cost not to exceed \$110,000.00. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" 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.)

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

**CONTRACT EXTENSION 1 OF 4
WITH COST**

**Title: AIR QUALITY EMISSIONS
COMPLIANCE TESTING FOR CITY'S
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DEECO, INC.**, whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to CONDUCT AIR EMISSIONS COMPLIANCE TESTING AT THE WTE FACILITY; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 1, 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 Extension shall become effective on November 1, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through October 31, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)** for everything furnished and done under this Contract Extension.

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

DEECO, 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 that are part of this Contract Extension:

Contractor's 2018 2019 Rates

18-032

TABLE 1
OVERALL PROJECT COSTS FOR TASKS 1, 2, 3, 4, 5, AND 6

Task No.	Scope of Work	Costs
1	Develop Protocol	\$0
2	Compliance test conducted on all both boilers in accordance with the requirements under 40 CFR 60.58b and 40 CFR 60.38b and 2017 report format (Dioxin, PAH, & PCB on only one Unit)	\$86,610 (Subtract \$9,000)
3	Sampling and Analytical Clarifications	N/A
4	RATA on both units including test report	\$9,000
5	Acquisition and Analysis of Audit Samples Method 23 Method 8 (1 req'd in 2017) Method 26 (1 req'd in 2017) Method 29 for 8 Metals (2 req'd in 2017) Method 29 for Mercury (2 req'd in 2017)	N/A* \$209 \$201 \$877 \$458
6	Compliance Test Report (See Table 2 and 3 for details)	\$2,500
Total	Total of Tasks 1, 2, 3, 4, 5, and 6 with all options (Dioxin, PAH, & PCB on only one Unit)	\$99,855 (Subtract \$9,000)

*Not available at the time of this writing, but will be ordered and billed at cost for acquisition and analysis if available 60 days prior to compliance testing.

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

09/10/2018

Date Rec'd

8/17/2018

Clerk's File #

OPR 2015-0093

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #

RFP #4079-14

Agenda Item Type

Contract Item

Requisition #

CR 19628

Agenda Item Name

4490-CONTRACT FOR TRANSPORTATION AND OFFLOADING OF LIME AT WTE

Agenda Wording

Extension of contract with DICK IRVIN, INC., of Shelby, MT for coordination, transportation and offloading of bulk lime, for use at the WTE. Total cost of contract is \$320,000.00 and will run from October 1, 2018 to September 30, 2019.

Summary (Background)

RFP #4079-14 for coordination, transportation and off-loading of bulk lime was issued and Dick Irvin, Inc., was the only respondent. Dick Irvin, Inc. has continued to effectively communicate with the WTE Facility staff to monitor lime levels and coordinate with the lime supplier to assure lime is delivered when needed. They have the proper equipment to integrate with the facility's equipment for safe and timely product off-loading.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ \$100,000.00 2018 Funds # 4490-44100-37148-54201

Expense \$ \$220,000.00 2019 Funds # 4490-44100-37148-54201

Select \$ #

Select \$ #

Approvals**Dept Head**

CONKLIN, CHUCK

Council Notifications**Study Session**

PIES 8/27

Division Director

SIMMONS, SCOTT M.

Other**Finance**

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

SANDERS, THERESA

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

mike@dickirvininc.com Mike Irvin *DS



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

There were no price increases in 2018, but rising costs have resulted in a price increase from \$52.90/ton to \$53.90/ton for this contract extension. The initial contract was for one year, with four (4) additional one-year extensions possible. This will be the fourth extension. The bulk lime is required in order to comply with the WTE Facility's emissions standards under its Air Operating Permit.

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal #4 of 4 with Dick Irvin, Inc. for Lime Delivery to the WTE.
Date:	August 27, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with Dick Irvin Inc., for delivery of lime to the facility, without which the facility would fail to meet its permit enforced emissions standards.
Background/History: <p>The WTE Facility utilizes lime in its emission controls process to meet its emission standards under its operating permits. Failure to have lime on-site when needed would result in a plant shutdown.</p> <p>A request for proposals #4079-14 for coordination, transportation and off-loading of bulk lime at the WTE Facility was issued, and Dick Irvin, Inc., of Shelby Montana was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals/extensions. This is the 4th of those renewals/extensions. The contract will run from October 1, 2018 to September 30, 2019. The price per ton will increase from the previous year from \$52.30/ton to \$53.90/ton for an annual cost of approximately \$315,000.00.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract renewal #4 of 4 with Dick Irvin, Inc. for bulk lime delivery services, which is required for the emissions control systems at the WTE Facility. Price increase from \$52.30/ton to \$53.90/ton, for a total annual spend of approximately \$315,000.00. The contract will run through September 30, 2019. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" 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.)

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

**CONTRACT EXTENSION WITH COST
4 of 4**

Title: **TRANSPORTATION AND OFF-LOADING OF
BULK LIME AT THE WASTE TO ENERGY FACILITY**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DICK IRVIN, INC.**, whose address is 475 Wilson Avenue, P.O. Box 950, Shelby, Montana 59474, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City TRANSPORTATION AND OFF-LOADING OF BULK LIME AT THE WASTE TO ENERGY FACILITY; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 8, 2014, and March 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on October 1, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through September 30, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00)** for everything furnished and done under this Contract Extension.

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

DICK IRVIN, 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

18-140

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

09/10/2018

Date Rec'd

8/15/2018

Clerk's File #

OPR 2014-0936

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #

RES 2014-0107

Contact Name/Phone

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 19630

Agenda Item Name

4490-SOLE SOURCE CONSULTANT AGREEMENT WITH ABB INC.

Agenda Wording

Renewal of consultant agreement with ABB, Inc., Portland, Oregon, for software maintenance and technical support plus parts for the control systems at the WTE Facility from November 17, 2018 to November 16, 2019.

Summary (Background)

Abb. Inc. owns a custom proprietary software which is used to enhance the operational effectiveness of the WTE Facility to reduce maintenance costs to the City. In October 2014, Council declared ABB, Inc., as a Sole Source for providing the software and support required to operate the WTE Facility's control system.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 2018 \$16,259.00

4490-44100-37148-53104

Expense \$ 2019 \$81,295.00

4490-44100-37148-53104

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

Study Session

PIES 8/27

Division Director

SIMMONS, SCOTT M.

Other**Finance**

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

SANDERS, THERESA

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

rrinderle@spokanecity.org

ted.collins@us.abb.com *DS

patrick.murray@us.abb.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The cost of this renewal is \$97,554.00 from November 2018-December 2019. \$16,259 will be funded from the 2018 operational budget and \$81,295.00 will be funded from the 2019 operational budget.

Summary (Background)

The original contract issued under sole source resolution 2014-0107 was for 3 years with the option to renew for an additional two (2) one-year extensions. This is the second of those extensions. Utilizing the consultant who is familiar with this proprietary software, and having the ability to purchase required parts as necessary will keep the WTE Facility operating properly.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	ABB Sole Source Consultant Agreement Renewal at the WTE
Date:	August 27, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Sole Source Contract renewal with ABB Inc., for proprietary software to keep the WTE facility operating properly.
Background/History: ABB Inc., owns a custom proprietary software which is used to enhance the operational effectiveness of the WTE Facility to reduce maintenance costs to the City. In October 2014, Council declared ABB Inc., as a sole source for providing the software and support required to operate the WTE Facility's control system. The original contract issued under that sole source resolution was for 3 years with the option to renew for an additional two (2) one-year extensions. This is the second of those extensions. The cost of this renewal is \$97,554.00 from November 2018-December 2019. \$16,259 will be funded from the 2018 operational budget and \$81,295.00 will be funded from the 2019 operational budget.	
Executive Summary: <ul style="list-style-type: none"> Renewal #2 of 2 of Sole Source contract with ABB, Inc., for software maintenance and technical support, plus parts for the control systems at the WTE facility. Contract term is from November 17, 2018 to November 16, 2019. Cost of renewal is \$16,259.00 in 2018, \$81,295.00 in 2019, for a total annual amount of \$97,554.00. Utilizing a consultant who is familiar with this proprietary software, and who has the ability to purchase required parts as necessary will keep the WTE facility operating properly. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" 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.)	
Operations Impact: 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?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

**CONTRACT EXTENSION
2 OF 2**

**Title: SOFTWARE MAINTENANCE, TECHNICAL
SUPPORT AND PARTS FOR CONTROL SYSTEMS
AND THE CITY OF SPOKANE'S WASTE TO
ENERGY FACILITY (WTE)**

This Contract Amendment / Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ABB, INC.**, whose address is 4800 SW Macadam Avenue, Suite 240, Portland, Oregon 97239 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City **SOFTWARE MAINTENANCE, TECHNICAL SUPPORT AND PARTS FOR CONTROL SYSTEMS AND THE CITY OF SPOKANE'S WASTE TO ENERGY FACILITY (WTE)**; and*

WHEREAS, the initial contract provided for 2 additional one-year extensions, with this being the 2nd of those extensions.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 18, 2014 and January 21, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on November 17, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through November 16, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY SEVEN THOUSAND FIVE HUNDRED FIFTY FOUR AND NO/100 DOLLARS (\$97,554.00)** for everything furnished and done under this Contract Amendment / Extension.

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

ABB, 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

18-137

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

09/10/2018

<u>Date Rec'd</u>	8/20/2018
<u>Clerk's File #</u>	OPR 2016-0649
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4254-16
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	SOLID WASTE COLLECTION
<u>Contact Name/Phone</u>	DUSTIN BENDER & X7806 MATT LOWMASTER
<u>Contact E-Mail</u>	DDBENDER@SPOKANECITY.ORG & MLOWMASTER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4500 ONE YEAR EXTENSION OF VALUE BLANKET CONTRACT TO REFURBISH DUMPSTERS

Agenda Wording

One-year extension to Value Blanket Order Contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters--estimated annual expenditure \$450,000 (including tax).

Summary (Background)

Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). These previously purchased dumpsters require maintenance and restoration to maximize their functional lifespan. Bid #4254-16 was issued to 35 firms that possibly engaged in metal fabrication services. Linn Machine & Manufacturing, Inc. was awarded the contract. The original contract was for one-year with the option to

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Expense	\$ 405,000 estimated	#	4500-45100-37148-54803
Expense	\$ 45,000 estimated	#	4500-44200-37148-54803
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES - August 27, 2018
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	cconklin@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	rschoonover@spokanecity.org	
<u>Additional Approvals</u>		ddbender@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Tax & Licenses	
		ddbender@spokanecity.org	
		jsalstrom@spokanecity.org	
		rich@linnmachine.com	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Solid Waste Collection 4500
Subject:	One-year contract extension with Linn Machine & Manufacturing, Inc.
Date:	August 27, 2018
Author (email & phone):	Matt Lowmaster / mlowmaster@spokanecity.org / 509.625.7806 Dustin Bender / ddbender@spokanecity.org / 509.625.7806
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Solid Waste Collection's Operating Budget
Strategic Initiative:	Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Seeking approval by City Council for a one year extension of the value blanket contract for refurbishing services on City-owned metal refuse/recycling containers and roll off boxes.
<p>Background/History: Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”). These dumpsters are provided to our customers Bid #4254-16 was issued to 35 companies that possibly engaged in metal fabrication services. Two “no bid” responses were received in addition to Linn Machine & Manufacturing’s bid. The initial contract term was for one year, with option to renew for four additional one year periods. This extension is the second provided for in the original contract.</p> <p>The first contract extension request was for \$300,000. An additional \$30,000 (10%) was added in March 2018 to allow the continuation of services until an addendum for \$150,000 could be drafted and put in front of City Council for approval. Those funds were approved and added in June 2018. The annual estimated expenditure requested for the second contract extension is \$450,000.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>Annual expenditures for refurbishing services have increased due to significant steel price increases over the last few years. We project that they will continue to rise during this contract extension.</i> • <i>Permanent and temporary dumpster accounts have grown immensely in recent years due to a good economy, real estate market, construction and annexations.</i> • <i>Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment and extends their useful life.</i> • <i>Solid Waste Collection has purchased less newly manufactured dumpsters in the last few years. Refurbishing costs less than new dumpsters.</i> • <i>The City has had a contract with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in a “like new” condition.</i> • <i>This extension will ensure that Solid Waste Collection has enough dumpsters available for our customers and special events.</i> • <i>Solid Waste Collection is having Linn Machine & Manufacturing pick up dumpsters from the Marietta site, refurbish them and return them to the Spokane Central Service Center so they are in usable condition as we continue to work on vacating the Marietta site.</i> 	
Budget Impact:	

Approved in current year budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
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:		
Known challenges/barriers:		



City of Spokane

**CONTRACT EXTENSION 2 OF 4
WITH COST**

Title: **REFURBISH REFUSE/RECYCLING CONTAINERS
AND ROLL OFF BOXES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216 as ("Company"), individually hereafter referenced as a "party" and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City **Refurbishing of Metal Refuse/Recycling Containers and Roll Off Boxes**; and*

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

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

1. CONTRACT DOCUMENTS.

The Original Contract executed by the parties on September 1, 2016 and September 26, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on September 1, 2018

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)** for everything furnished and done under this Contract Extension.

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

LINN MACHINE AND MANUFACTURING, 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

18-141

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

09/10/2018

Date Rec'd

8/22/2018

Clerk's File #

OPR 2018-0556

Renews #**Submitting Dept**

PUBLIC WORKS

Contact Name/Phone

CORIN MORSE 625-6855

Contact E-Mail

CMORSE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5200 - INTERLOCAL AGREEMENT WITH SPOKANE COUNTY TREASURER

Cross Ref #**Project #****Bid #****Requisition #**

CR #19638

Agenda Wording

Interlocal Agreement with Spokane County Treasurer for processing payments of utility bills.

Summary (Background)

The current OCR check payment processing machine which is >15 years old has experienced a high rate of operational failures in recent years. Since January of 2018, the OCR has experienced 9 mechanical failures of multiple types. The Annual Service rate is currently \$48,000 per year and the cost of replacement was quoted at \$176,000 in 2015. The City has an opportunity to partner with the Spokane County Treasurer who in recent years, has invested into payment processing technology.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ variable

5200 72700 38148 54201 9999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SIMMONS, SCOTT M.

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

SANDERS, THERESA

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

F & A 8/27/18

Distribution List

eraea@spokanecity.org

cmorse@spokanecity.org

smsimmons@spokanecity.org

bpatrick@spokanecity.org

jmccoy@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works & Utility Billing Program
Subject:	Payment Processing
Date:	August 27, 2018
Author (email & phone):	Corin Morse (cmorse@spokanecity.org & 625-6855)
City Council Sponsor:	N/A
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	N/A
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget
Strategic Initiative:	Spokane County Payment Processing Partnership – Interlocal Agreement
Deadline:	Implementation date of 10/1/2018
Outcome:	Interlocal Agreement with Spokane County Treasurer for processing payments of utility bills.
Background/History: <ul style="list-style-type: none"> Currently checks are processed through a payment processing machine called an OCR that is >15 years old with a high rate of operational failure in recent years. There is an annual service agreement of \$48K to cover mechanical issues. To replace the OCR was quoted at \$176K, as of 2015. The City has an opportunity to partner with the Spokane County Treasurer who in recent years, has invested into payment processing technology. In addition to tax payments, they also process payments for SCRAPs and County sewer bills. Since January of 2018, the OCR has experienced 9 mechanical failures of multiple types. 	
Executive Summary: <ul style="list-style-type: none"> Partnering with the Spokane County Treasurer provides for business continuity and resiliency as they currently have multiple machines and staff to perform this service. Improve customer service by preventing by preventing delays in posting payments to accounts when the OCR machine is out of service. No delays anticipated due to our existing partnership with courier services to allow for same day processing of payments as we do today. Customers would not experience a change to the payment address printed on utility remittance stubs. This partnership would present an estimated annual cost savings to the City of \$62K. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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 type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE
AND THE SPOKANE COUNTY TREASURER REGARDING
PAYMENT PROCESSING SERVICES FOR THE CITY OF SPOKANE
UTILITIES BILLING DEPARTMENT**

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County** and the **Spokane County Treasurer**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

WITNESSETH:

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

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between themselves to perform functions which each may individually perform; and

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate the processing of payments for the City of Spokane Utilities Billing Department.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1: PURPOSE

The purpose of this Interlocal Agreement is to set forth the Parties’ understanding of the terms and conditions under which the Spokane County Treasurer will provide staff, equipment, and facilities to process payments for the City of Spokane Utilities Department. Various COUNTY staff will be assigned to the function and the CITY will be charged for the direct labor costs, departmental allocated management and administrative costs, COUNTY indirect costs, and equipment, software, and capital charges properly allocable to processing CITY Utilities Billing payments. Although,

mail and payments are usually processed on the day received, the Treasurer has established a 3 business day rule for processing payments.

Section 2: Treasurer's Duties:

- Ensure that the operations are adequately staffed and staff is properly trained and supervised.
- Open mail and process payments. Provide to the CITY daily reports and a full reconciliation of all transactions including but not limited to type and amounts of payment, and any errors or discrepancies, Transmit image cash letter for deposit of payments and transmit electronic file and images to the CITY.
- Track labor and other costs of COUNTY's management, technical and support staff and rate for reimbursement by the CITY. Costs will include both direct and allocated.
- The Treasurer shall provide a monthly written invoice for said costs to the CITY Division of Utilities. The CITY shall make payment of each invoice within thirty (30) days of receipt.
- Make available to the CITY all records associated with the service.
- Provide for periodic meetings as necessary.

Section 3: Reimbursement of Costs:

The intent of the Agreement is to reimburse the COUNTY for the full costs of the services provided including direct, allocated, indirect and other costs.

The CITY agrees to pay the direct labor and other costs associated with the payment processing. The direct labor will be tracked in 15-minute increments each day of operation. Management and administrative costs will be allocated based upon direct labor hour.

All reasonable costs associated with the management and operation including software, services, equipment, capital and supplies will be allocated based upon the monthly count of checks or monthly count of items processed at the discretion of the Treasurer. The method of allocation will be used uniformly amongst all participants in the payment processing service provided by the Treasurer. The Treasurer reserves the right to change the method of allocation with or without notification, but the method must be uniform and represent a reasonable apportionment of the shared costs.

All reasonable costs associated with the management and operation, including software, services, equipment, capital and supplies required by the Treasurer to implement, maintain, or continue operations specifically and directly associated with the CITY will be billed directly to the CITY. Any single amount billed that exceeds \$2,000 will require prior

approval of the CITY.

The COUNTY will charge its standard indirect cost rate or negotiated rate agreed upon by the Board of County Commissioners on all costs associated with the service.

Based on the anticipated staffing level and work load the estimated average monthly cost to CITY is \$5,000. Since this is based upon actual labor usage, and since other direct costs, allocated departmental costs, and the COUNTY's indirect allocated costs are not included, actual amounts may vary.

Section 4: Term of the Agreement:

The agreement is effective from the date of execution by both Parties to 12/31/2021. By 12/31/2018 both Parties agree to good faith negotiations to clarify language or adjust or amend the agreement to address unforeseen issues.

Section 5: Termination of Interlocal:

Either party may terminate this Interlocal Agreement by providing a minimum of 180 days written notice to the other party.

Section 6: Miscellaneous

A. Non-Waiver. No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

B. Entire Agreement. This Agreement contains the entire understanding of the parties. No representations, promises, or agreements not expressed herein have been made to induce either party to sign this agreement.

C. Modification. No modification or amendment to this agreement shall be valid until put in writing and signed with the same formalities as this agreement. After the one-year anniversary of this Agreement, the Parties agree to negotiate in good faith any necessary changes to the Agreement.

D. Assignment. Neither party may assign its interest in this agreement without the express written consent of the other party.

E. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

F. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this agreement.

G. Nondiscrimination. In the performance of this Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental status, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of service or any other benefits under the agreement.

H. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

APPROVED by the City of Spokane on _____, 2018.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by the County of Spokane, Spokane County Treasurer, on
_____, 2018.

BOARD OF COUNTY COMMISSIONERS

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney



Agenda Sheet for City Council Meeting of:
09/10/2018

Date Rec'd	8/20/2018
Clerk's File #	OPR 2018-0557
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MFTE CONDITIONAL CONTRACT - PARKVIEW WEST		

Agenda Wording

MFTE Conditional Contract for 51 residential units at 1309 W 1st Avenue.

Summary (Background)

MFTE Conditional Contract for 51 residential units at 1309 W 1st Avenue.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WEST, JACQUE	<u>Study Session</u>	
<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u>	Urban Experience Committee 8/13/18

<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	abrast@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	kbecker@spokanecity.org
<u>Additional Approvals</u>		sbishop@spokanecity.org

<u>Purchasing</u>		

Briefing Paper

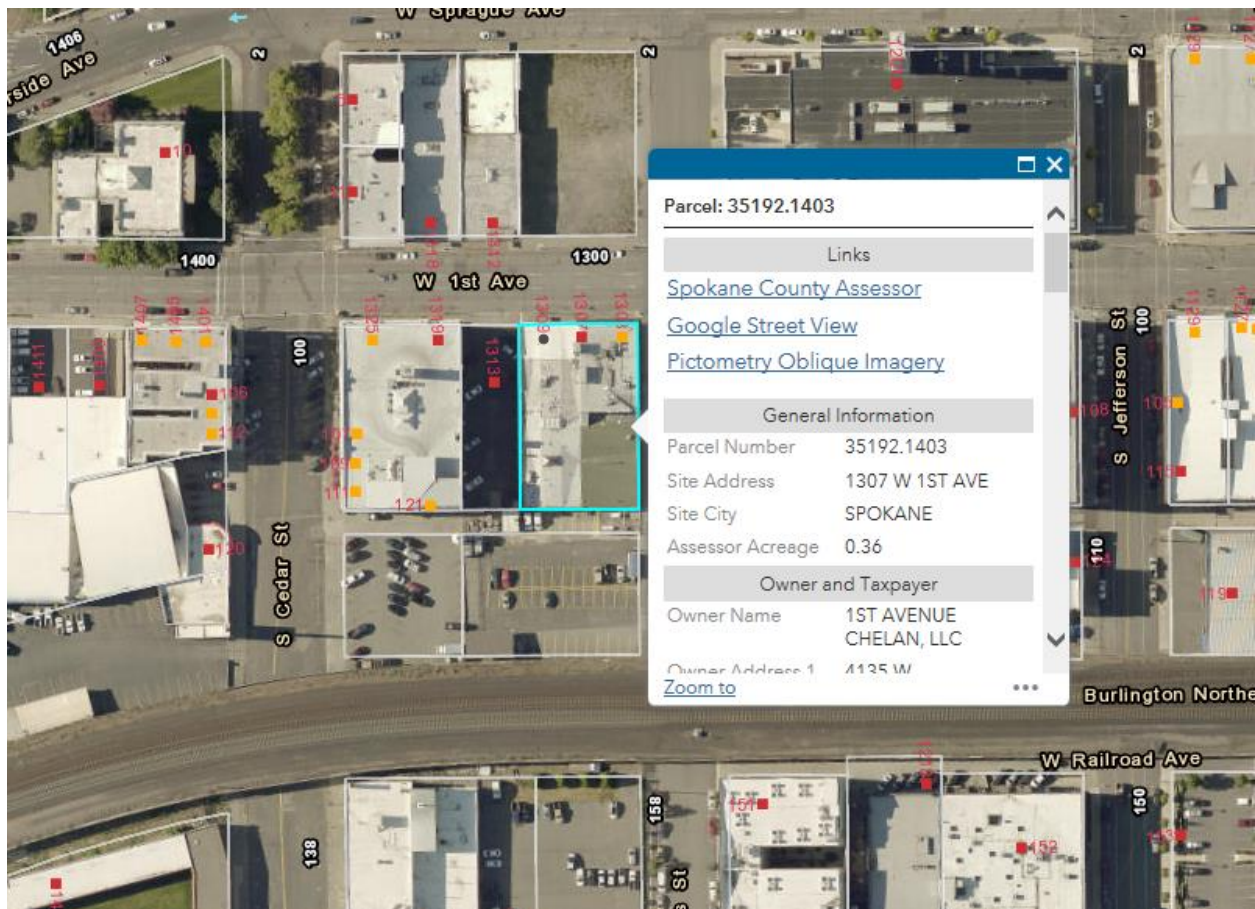
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	August 13 th , 2018
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Dawn Kinder
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Applicant applying for a conditional contract to build mixed-use building with 51 units above ground floor retail at 1309 W 1st Ave. • Property is zoned Downtown General. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</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 <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2018 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Parkview West	
Number of units in the project	51
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$2,656
Estimated Property Tax saved per project annually	\$83,991
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$1,007,892
Estimated City Tax forgone during the term of exemption per unit	\$31,867
Estimated City Tax forgone during the term of exemption all units	\$382,406
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 1st Avenue Chelan, LLC, as "Owner" whose business address is 4135 West Sunnybank Drive, Chelan, WA 98816.

W I T N E S S E T H:

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

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

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

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

RAILROAD L 4-5 B 21

Assessor's Parcel Number(s) 35192.1403, commonly known as 1309 West 1st Avenue, Spokane, WA 99201.

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

The City and the Owner do mutually agree as follows:

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

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

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

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

4. The Owner intends to construct on the site, approximately 51 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2018

CITY OF SPOKANE

Scott Isaak for 1st Avenue Chelan, LLC

By: _____

By: _____

Mayor, David A. Condon

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)

) SS.

County of Spokane)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2018.

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

My commission expires _____

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2018.

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

My commission expires _____

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

09/10/2018

Date Rec'd

8/15/2018

Clerk's File #

OPR 2018-0558

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/PhoneJENNIFER 625-4056
ISAACSONProject #Contact E-Mail

JISAACSON@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680-SPD CONTRACT WITH WSCJTC

Agenda Wording

Contract with Washington State Criminal Justice Training Center (Burien, WA) in the amount of \$232,800 with the Spokane Police Department in order to operate the Fall 2018 Police Academy.

Summary (Background)

CJTC and SPD's contract to run the Police Academy has expired and with an upcoming Academy the State wanted a lump sum contract rather than a reimbursable contract in order to run the Academy. This new contract expires 12/31/18 and is in the amount of \$232,800 and will go towards funding County Personnel, operating supplies and SPD Personnel.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

ISAACSON, JENNIFER

Study Session

08/20/18

Division Director

ISAACSON, JENNIFER

Other**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

spdFinance

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.state.wa.us

INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION AND SPOKANE POLICE DEPARTMENT

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State Criminal Justice Training Commission, an agency of the state of Washington (hereafter referred to as "WSCJTC"), and the Spokane Police Department, a Law Enforcement Agency, located in Spokane, Washington (hereafter referred to as "SPD").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SPD will operate the 2018 Fall Basic Law Enforcement Academy (BLEA).

NOW, THEREFORE, the parties agree as follows:

WCJTC will provide a lump sum of \$232,800 to the Spokane Police Department to fully operate the 2018 Fall BLEA Academy. Whereas past practice has been that the Spokane Police Department billed WCJTC for the costs of running the academy and WCJTC would reimburse the department, this agreement provides up-front payment to SPD instead of a process of reimbursement.

I. STATEMENT OF WORK TO BE PERFORMED BY SPD

- A. Operations** Manage and oversee the daily operations of the 2018 Fall Washington State Basic Law Enforcement Academy (BLEA). Duties include, but not limited to:
- a. Manage and supervise TAC Staff and all instructors participating in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
 - b. Manage and oversee budget.
 - c. Manage and oversee equipment and Inventory of purchase(s).

B. Materials & Supplies

SPD will provide materials, services, and supplies.

C. Facilities

SPD will provide the necessary facilities to successfully conduct the 720 hour

Fall BLEA academy.

D. Staff

SPD shall provide TAC Staff.

E. Conduct Emergency Vehicle Operation Course (EVOC) training

1. SPD shall conduct EVOC training as prescribed and or adopted by the WSCJTC and shall make necessary equipment and instructional resources available for such purpose.
2. SPD shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder.

F. Provide part-time instructors.

SPD shall provide instructors that are Criminal Justice Training Commission certified and approved by the Basic Training Academy Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

II. FOOD AND LODGING

SPD will not provide lodging or meals to participants of the 2018 Fall BLEA Academy.

WSCJTC shall inform each of the participating law enforcement agencies of their duty to provide lodging to their employees participating in the 2018 Fall BLEA Academy, and of their obligation to pay their employees a per diem for all meals while at the 2018 Fall BLEA Academy.

III. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for the period spanning the duration of the Fall 2018 BLEA academy, August 7, 2018 to December 14, 2018, Class No. 773.

IV. PAYMENT

Compensation for the work provided in accordance with this Agreement shall be made from a single invoice from SPD specifying Class No. 773. WSCJTC will pay a sum of \$232,800 to the Spokane Police Department to cover all costs associated with the operation of the Fall BLEA academy. This excludes meals and lodging for participants of the 2018 Fall BLEA Academy.

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be

subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period .

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

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

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

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement which the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

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

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

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Interagency Administrator for WSCJTC is:

Name: Tara Berlin
Title: Contract Specialist
Address: 19010 1st Ave S Burien, WA 98148
Telephone: (206) 835-7352
Email: tberlin@cjtc.state.wa.us

The Interagency Administrator for SPD is:

Name: Mark Griffiths
Title: Lieutenant, SPD Training Center
Address: 2302 N. Waterworks Spokane, WA 99212
Telephone: (509) 742-8110
Email: mgriffiths@spokanepolice.org


XVIII. SIGNATURES

X



Sue Rahr
Executive Director

X



Craig Meidl
Chief of Spokane Police Department

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

09/10/2018

Date Rec'd

8/27/2018

Clerk's File #

OPR 2018-0559

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

TERI STRIPES 625-6597

Project #Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0650 - ECOLOGY INTEGRATED PLANNING GRANT CONTRACT \$300,000

Agenda Wording

Accepting a contract with Ecology for the \$300,000 Integrated Planning Grant for the Yard and the City's Ranch site in particular, the Integrated Planning Grant will enable us to carry out environmental due diligence and remedial investigation.

Summary (Background)

Several years ago, Ecology chose our Hillyard Integrated Planning Grant proposal to award \$300,000. Within days of telling us we were awarded, Ecology lost its funding for it's Brownfield grants. Consequently, that left a large hole in the funding strategy we had put together for the Yard. When Ecology's 2018 capital budget passed, they let us know our project was still the first in line for funding. Attached is that earlier funding strategy many of you will remember.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 300,000

1360-94169-99999-33431-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study SessionDivision Director

TRAUTMAN, HEATHER

OtherUrban Experience
committee 9/10/18Finance

HUGHES, MICHELLE

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GRANTS &
CONTRACT MGMT

STOPHER, SALLY

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mdavis@spokanecity.org

kmiller@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Urban Utility Installation Program Update
Date:	9/10/2018
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Ben Stuckart/Karen Stratton
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent X Discussion X Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>Strategic Key Advancement of:</p> <p>Strategies and Tactics:</p> <ul style="list-style-type: none"> Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets <p>Expected Outcomes:</p> <ul style="list-style-type: none"> Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region <p>Comprehensive Plan, Charter 7 Economic Development:</p> <p>ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial</p> <ul style="list-style-type: none"> Property is available for economic development activities. <p>ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center.</p> <p>ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.</p> <ul style="list-style-type: none"> ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> ED 7.5 Tax Incentives for Renovation <i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated</i>

	<i>residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	9/10/2018
Outcome: (deliverables, delivery duties, milestones to meet)	Measurable changes in stormwater infrastructure planning, reuse, and redevelopment of the City's Ranch site. A understanding of the possible contamination needing to be remediated at the Ranch.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Several years ago, Ecology chose our Hillyard Integrated Planning Grant proposal to award \$300,000. Within days of telling us we were awarded, Ecology lost its funding for it's Brownfield grants. Consequently, that left a large hole in the funding strategy we had put together for the Yard. When Ecology's 2018 capital budget passed, they let us know our project was still the first in line for funding. Attached is that earlier funding strategy many of you will remember</p>	
<p><u>Executive Summary:</u></p> <p>Accepting a contract with Ecology for the \$300,000 Integrated Planning Grant for the Yard and the City's Ranch site in particular, the Integrated Planning Grant will enable us to carry out environmental due diligence and remedial investigation. The scope of work for the grant includes a property condition assessment, identifying a stormwater solution for the Ranch's stormwater basin, developing a brownfield cleanup strategy, conducting preliminary site planning, and creating a redevelopment strategy to position the Hillyard Industrial Brownfield Redevelopment Opportunity Zone Site for redevelopment.</p>	
<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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: ORD amendment</p> <p>Known challenges/barriers:</p>	



Agreement No. TCPRA-2018-SpoPDS-00026

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CITY OF SPOKANE, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Hillyard Industrial Brownfield Redevelopment
Total Cost:	\$300,000.00
Total Eligible Cost:	\$300,000.00
Ecology Share:	\$300,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	05/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Integrated Planning Grant

Project Short Description:

An Integrated Planning Grant will enable the RECIPIENT to carry out environmental due diligence and remedial investigation, property condition assessment, developing a cleanup strategy, preliminary site planning, and redevelopment strategy to position the Hillyard Industrial Brownfield Site for redevelopment.

Project Long Description:

The Site comprises of two priority locations: 1. The "Ranch", located at 4101 E Queen Avenue, Spokane; 2. Sites near or adjacent to 4101 E queen Avenue, in Spokane. The Cleanup Site ID for the Site is 8615. Suspected contaminants of concern include: Non Halogenated Solvents, Polynuclear Aromatic Hydrocarbons, PAH, Methyl tertiary butyl Ether, Petroleum Diesel, and Petroleum. The RECIPIENT will conduct environmental due diligence and remedial investigation, property condition assessment, preliminary site planning, and develop a cleanup strategy that aligns with the desired future industrial reuse, building upon the work completed under the EPA Area Wide Planning efforts, and a redevelopment strategy for the Site. In 2012, the RECIPIENT created the Northeast Public Development Authority , NEPDA, and the Hillyard Industrial Brownfield Redevelopment

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

Opportunity Zone, IBROZ. NEPDA's focus includes 800 acres in the northeast Spokane Hillyard neighborhood known as the YARD and approximately another 100 acres along the Market street corridor known as the Historic Hillyard and Market Street mixed use commercial district.

From 1920 to 1982 Hillyard was a major industrial center supporting the Great Northern Railway. During its peak, the industrial center produced one steam locomotive per month. In the early 1980s all of the railroad facilities were shut down. Soon, other railroad supporting industries closed. Today nearly all of the former manufacturing facilities are gone. Only nine firms remain which provide less than 40 manufacturing jobs. Most of the 500 acres of industrial land that makes up Hillyard remains undeveloped.

Unfortunately, Hillyard's history as a former railyard and manufacturing center left a reputation of pervasive environmental hazards throughout the area. These hazards are both real and perceived. ECOLOGY confirmed contamination on several sites, notably, the former and relatively large 100 acre BNSF Rail Yard site and the Black Tank site. A 2014 survey and inventory of potential brownfield sites conducted by the RECIPIENT found that in addition to these well known sites, most of the remaining parcels lack any kind of environmental record. The County Tax Assessor's records reveal that approximately 35 percent of the land is vacant and over 60 percent is considered underutilized. Only 8 of the 637 tax parcels in the YARD are listed in ECOLOGY's Confirmed and Suspected Contaminated Site database. An additional 183 parcels, 151 acres, were identified as "suspected" for contamination; a designation based on the potential that historical or current land uses including automotive repair, scrap yards, and manufacturing facilities could have caused releases of hazardous substances. Overall, the large railroad area creates the impression that the area is blighted and has contaminated land although relatively little is actually known about the environmental condition of many of the properties in the area.

Hillyard remains one of only three industrial areas within the City of Spokane and is the only one adjacent to the BNSF Canada Mexico line; over \$500 million of freight rolls through the Hillyard area each year.

Approximately 500 acres of the properties within the YARD are zoned for industrial land use. The remaining land consists of 300 acres of residential property, and slightly less than 100 acres of commercial property. NEPDA's mission is to redevelop the industrial properties to generate jobs and provide economic vigor in northeast Spokane. To spur this mission, Hillyard will soon have access to the US Highway 395 North American Free Trade Agreement, NAFTA corridor. When completed, this North Spokane Corridor, NSC section of US 395 will be a 60 mile per hour, 10.5-mile long, north-south, limited access facility, and a multi modal corridor freeway. The NSC will maximize vehicle capacity and contribute to freight hauling competitiveness by moving vehicles and freight traffic away from local arterials and on to an unrestricted flowing freeway. The NSC will support alternative transportation choices by providing park and ride lots and vanpooling operations, and by reserving enough rights of way for high capacity transit and providing a pedestrian and bicycle trail along its full length. The NSC will connect to Interstate 90 on the south end, just west of the existing Thor Freya Interchange, and to the existing US Highway 2 at Farwell Road and US Highway 395 at Wandermere on the north end. The Plan provides for additional interchanges at locations along the corridor that will include: Trent Avenue, SR 290, Wellesley Avenue, Francis Freya Street, Parksmith Drive, US Highway 2, and US Highway 395 at Wandermere.

Hillyard is one of Spokane's poorest neighborhoods where the rate of residents living in poverty, 28.7 percent, is significantly higher than Spokane's overall poverty rate of 18.4 percent and over three times the State poverty rate of 8.4 percent. Median income at \$37,359 is 37 percent lower than the state median income of \$59,374. The unemployment rate is 8.4 percent compared to the statewide rate of 8.9 percent. Additionally, life expectancy in the Hillyard neighborhood is lower than the rest of Spokane and Washington State. The Spokane Regional Health District ranks the Hillyard neighborhood in the top five neighborhoods for mortality from major heart

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

disease, chronic lung disease, injury, suicide, and chronic liver disease. Hillyard shares the same legacy as many communities where industry has ceased operations and left behind a legacy of damaged environmental and socioeconomic conditions.

Hillyard residents are subject to disproportionate environmental impacts related to air emissions and water quality impacts, including those associated with brownfields. In 2005, the Spokane Regional Clean Air Agency, SRCAA, performed a monitoring study to quantify toxic emissions, and identified tracer pollutants, i.e., air pollutants present in diesel exhaust, including gasses, 1,3 butadiene, acetaldehyde, and formaldehyde, and metals, arsenic, beryllium, and cadmium.

Overall Goal:

The goal of the project is to address the environmental condition of the Site, assist in expanding the Hillyard Industrial Brownfield Redevelopment Opportunity Zone, HIBROZ, provide a cleanup strategy that aligns with the desired future industrial reuse, build upon the work completed under the EPA Area Wide Planning efforts; examine the potential for infrastructure improvements at the Site to attract public and private investment.

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

RECIPIENT INFORMATION

Organization Name: CITY OF SPOKANE

Federal Tax ID: 91-6001280

DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd, 3rd floor
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd, 3rd floor
Spokane, Washington 99201

Organization Email: tstripes@spokanecity.org

Organization Fax: (509) 625-6013

Contacts

Project Manager	Teri Stripes Assistant Planner Planning & Development Services 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: tstripes@spokanecity.org Phone: (509) 625-6597
Billing Contact	Teri Stripes Assistant Planner Planning & Development Services 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: tstripes@spokanecity.org Phone: (509) 625-6597
Authorized Signatory	Teri Stripes Assistant Planner Planning & Development Services 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: tstripes@spokanecity.org

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sandra Treccani 4601 N Monroe Street Spokane, Washington 99205-1295 Email: satr461@ecy.wa.gov Phone: (509) 329-3412
Financial Manager	Dan Koroma PO Box 47600 Olympia, Washington 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 407-7187
Technical Advisor	Margo Thompson PO Box 47600 Olympia, Washington 98504-7600 Email: math461@ecy.wa.gov Phone: (360) 407-7336

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF SPOKANE

By: _____

By: _____

Jim Pendowski
Toxics Cleanup
Program Manager

Date

Teri Stripes
Assistant Planner

Date

Template Approved to Form by
Attorney General's Office

Ben Stuckart

City Council PresidentDate

David A.. Condon

MayorDate

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

SCOPE OF WORK

Task Number: 1

Task Cost: \$200,000.00

Task Title: Remedial Investigation - J003

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and conduct site assessment and remedial investigations at the Site. This includes negotiating a scope of work with ECOLOGY to characterize the nature and extent of contamination throughout the Hillyard Industrial Brownfield Redevelopment opportunity Zone, HIBROZ; characterizing the nature and extent of contamination at the Site; and conducting onsite sampling of soil and groundwater. Sample locations and specific contaminants analysis will be determined by researching the historical uses of the land and documenting the recognized environmental conditions within the HIBROZ and in accordance with an ECOLOGY approved RIFS Work Plan. The Recipient will analyze results of sampling and review with ECOLOGY and conduct additional sampling if needed to fill data gaps to develop a complete understanding of contamination at the Site.

Priority locations include:

1. The "Ranch", located at 4101 E Queen Avenue, Spokane, comprising several parcels of approximately 10 acres. Suspected contaminants include: Non Halogenated Solvents, Polynuclear Aromatic Hydrocarbons, PAH, Methyl tertiary butyl Ether, Petroleum Diesel, Petroleum, and Lead.
2. Sites near or adjacent to 4101 E Queen Avenue, Spokane, within the same storm water basin that will be identified during the storm water needs planning phase of the project.

The RECIPIENT shall provide the Project Manager and the Technical Adviser with copies of all reports and deliverables developed under this task.

The RECIPIENT shall manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

RECIPIENT administrative costs, costs of managing the grant, travel, training, and Per Diem are not eligible under this grant. Only travel costs, Per Diem, and technical management undertaken by the RECIPIENT's consultant may be billed to this task.

Task Goal Statement:

The goal is to conduct investigations that adequately characterize the nature and extent of contamination at the two RECIPIENT owned properties.

Task Expected Outcome:

A comprehensive remedial investigation report that will help to define the development of the cleanup plan as well as highlight challenges that may exist with infrastructure planning, and stormwater management.

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

Recipient Task Coordinator: Teri Stripes

Remedial Investigation - J003

Deliverables

Number	Description	Due Date
1.1	Remedial Investigations Report	
1.2	Timely grant payment requests, progress reports PRPR with proper documentation.	
1.3	Updated spending plan with each PRPR.	

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$15,000.00

Task Title: Integrated Planning Activities - J011

Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to review previous Conceptual Site Plan Alternatives for redevelopment of the Ranch. The RECIPIENT will prepare a memo noting any conflicts between contamination and the current conceptual plan; prepare a new Conceptual Site Plan for the Ranch if it is suitable entirely as a stormwater facility based on the results of the Engineering Design study. Concepts and changes reviewed by the RECIPIENT will be presented to the NEPDA HIBROZ authority and community stakeholders. Changes in the preferred Conceptual Site Plan Alternative, the new Stormwater Alternatives, and Conceptual Site Plan will be presented at a public meeting.

Eligible costs may include cost of evaluating key physical, economic, and structural features of the property, including but not limited to:

- Community Involvement
- Transportation and site access.
- Environmental critical areas.
- Cultural resources
- Economic impact research and evaluations
- GIS analysis

The RECIPIENT shall:

- Consult and coordinate with ECOLOGY in the development of consultant scopes of work for activities under this task.
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, communication material, public information materials, web page content, open house agendas, surveys and results, and any other deliverables developed or funded under this task.
- Provide ECOLOGY the advance notice of community events or meetings about the grant funded work.
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager are the responsibility of the RECIPIENT.

The RECIPIENT shall manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

RECIPIENT administrative costs, costs of managing the grant, travel, training, and Per Diem are not eligible under this grant. Only travel costs, Per Diem, and technical management undertaken by the RECIPIENT's consultant may be billed to this task.

Costs for remedial actions that are the responsibility of potentially liable parties are not grant eligible. Costs for technical advertising, and communications materials not approved by ECOLOGY are the responsibility of the RECIPIENT.

Task Goal Statement:

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

The goal of this task is to update, confirm or inform the City and public stakeholders of needed changes in the conceptual site plan in light of the outcomes of the Remedial Investigation and Engineering Design.

Task Expected Outcome:

Completing a Conceptual Site Plan for redevelopment of the Ranch site that is well informed by the stormwater analysis, the remedial investigation, and the cleanup alternatives.

Recipient Task Coordinator: Teri Stripes

Integrated Planning Activities - J011

Deliverables

Number	Description	Due Date
2.1	Updated Conceptual Site Plan	
2.2	Updated spending plan with each PRPR.	
2.3	Timely grant payment requests and progress reports PRPR with proper documentation.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$60,000.00

Task Title: Engineering Design - 005

Task Description:

This task funds the RECIPIENT'S eligible costs ECOLOGY deems reasonable and necessary to plan and perform engineering design consistent with the scope of work in the approved work plan for the Site. This includes costs to prepare the engineering design report, construction plans and specifications, and any other needed plans or reports necessary to complete the Engineering Design phase. Other costs include mapping, surveying, design of source control systems, or stormwater reduction and treatment facilities, permit applications, and project management costs. Specifically, the RECIPIENT will evaluate basin wide management solutions to determine the most cost effective solutions effectively and efficiently mitigating stormwater runoff while protecting Spokane's Sole Source Aquifer. The RECIPIENT owns a large portion of the Ranch Focus Area. Using the Ranch Focus Area as an example for The Yard as a whole, the RECIPIENT will determine the cost of each type of stormwater management solution. The RECIPIENT will determine the effective runoff area for the Ranch Focus Area based on stormwater gravity conveyance to the Site; create a best management practices(BMP) classification system to determine the cost per acre of runoff; determine site suitability criteria for assessment and selection of the most suitable BMPs, which are based on site constraints within the project area; identify and prioritize sites to be assessed under Task 1. Potential locations for BMPs will be located on city owned property, private property, in the right of way, or outside of the basin the area. BMP classifications for specific locations will be selected from a list based on site suitability and will be identified on maps for each alternative.

Task Goal Statement:

The goal of this task is to find the optimum stormwater solution for both public and private entities, as well as selecting the most effective solutions for the corresponding 25 year life cycle costs.

Task Expected Outcome:

This project will develop a 25 year life cycle capital cost analysis for the top three selected stormwater mitigation alternatives. Costs to the RECIPIENT and to property owners will each be identified and distinctly separated. A final memorandum will be developed that summarizes the work completed, review of the selected alternatives, and the costs for each of the alternative for private and public entities.

Recipient Task Coordinator: Teri Stripes

Engineering Design - 005

Deliverables

Number	Description	Due Date
3.1	Memorandum of Engineering Design alternative and associated Cost analysis	

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$25,000.00

Task Title: Feasibility Study - J004

Task Description:

This task funds RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and conduct an analysis of the feasibility of cleanup options being considered for the Site. The work must be consistent with the scope of work approved by the ECOLOGY Project Manager for the Site.

Eligible costs may include costs incurred planning and implementing the FS and selection of remedy. This includes MTCA feasibility studies, pilot tests and treatability studies, supplemental testing, source control engineering studies to develop solutions, green remediation alternatives analysis, development of the cleanup action plan, EIS, data management, public involvement, and project management costs necessary to complete the FS.

Task Goal Statement:

To complete a feasibility study and evaluate cleanup alternatives, provide the RECIPIENT and NEPDA with preliminary cleanup cost estimates, position the Sites for cleanup funding, and move the Sites further through the MTCA process.

Task Expected Outcome:

The results of the feasibility study are documented in a final report and adequate information has been provided for selection of a cleanup action for the Site, a preferred final cleanup action has been submitted to ECOLOGY with associated cost estimates.

Recipient Task Coordinator: Teri Stripes

Feasibility Study - J004

Deliverables

Number	Description	Due Date
4.1	Feasibility Study Report	

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

BUDGET

Funding Distribution EG180455

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Hillyard Industrial Brownfield - IPG Funding Type: Grant
Funding Effective Date: 05/01/2018 Funding Expiration Date: 06/30/2019

Funding Source:

Title: Local Toxics Control Account (LTCA)

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to Local Governments in Washington State to assist with the cleanup of publicly owned lands contaminated with hazardous substances. Grants or loans offered included those for cleanups conducted under state or federal cleanup order or consent decree, independent cleanups, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed ECOLOGY to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 44% of the tax revenue into the Local Toxics Control Account (LTCA). Each biennium, the Legislature appropriates a portion of the funds in the LTCA for remedial action grants and loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Agreement No: TCPRA-2018-SpoPDS-00026

Project Title: Hillyard Industrial Brownfield Redevelopment

Recipient Name: CITY OF SPOKANE

Hillyard Industrial Brownfield - IPG	Task Total
Remedial Investigation - J003	\$ 200,000.00
Integrated Planning Activities - J011	\$ 15,000.00
Engineering Design - 005	\$ 60,000.00
Feasibility Study - J004	\$ 25,000.00

Total: \$ 300,000.00

Agreement No: TCPRA-2018-SpoPDS-00026
 Project Title: Hillyard Industrial Brownfield Redevelopment
 Recipient Name: CITY OF SPOKANE

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Hillyard Industrial Brownfield - IPG	0.00 %	\$ 0.00	\$ 300,000.00	\$ 300,000.00
Total		\$ 0.00	\$ 300,000.00	\$ 300,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

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

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

HILLYARD REDEVELOPMENT PLANNING FUNDING OVERVIEW
DRAFT

Tasks	Funding Sources				
	Commerce Grant (\$100K) ✓	US EDA Grant (\$35K) ✓	US EPA Area-Wide Planning (\$200K) ✓	Integrated Planning Grant (\$300K)	US EPA Assessment Grant (\$400K) ✓
Market Study	X				
Brownfield Redevelopment Opportunity	X				
Zone Analysis	X				
Infrastructure Assessment	X				
NEPDA Business Plan	X				
Focused Market Study		X			
Supply Chain Analysis		X			
Site Specific Feasibility Study (Concept Plan, Pro Forma)			X		
Infrastructure Planning & Preliminary Design (Site Specific and Regional Solutions for Stormwater in Coordination with CSO Abatement Plans)			X		
Redevelopment Strategy			X		
Environmental Assessment of the Ranch				X	
Site reuse planning & industrial stormwater need				X	
Brownfield Inventory					X
Environmental Assessment (Additive to Work Conducted under AWP & IPG)					X

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

09/10/2018

<u>Date Rec'd</u>	8/22/2018
<u>Clerk's File #</u>	OPR 2018-0560
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4467-18
<u>Requisition #</u>	VARIOUS

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	DAVID STEELE 625-6064
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 - COMMONSTREET CONSULTING LLC FOR REAL ESTATE ACQUISITION & RELOCATION

Agenda Wording

Contract for right-of-way (ROW) acquisition services on projects that are federally funded, and required to meet WSDOT and FHWA rules for property acquisition.

Summary (Background)

The City of Spokane often has need of ROW acquisition and or relocation services for projects utilizing federal grant dollars. Funding for these contracts is directly tied to future projects and will be assigned on a project by project basis as individual task assignments. The approval of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 250,000.00	# 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>	MARCHAND, CRYSTAL	<u>Other</u> F&A 7/19/18
<u>Finance</u>	STOPHER, SALLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	dstele@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	mdoval@spokanecity.org
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	

Briefing Paper

Council Study Session

Division & Department:	Finance & Administration, Asset Management
Subject:	Federally Funded Right of Way Acquisition Services
Date:	7/19/18
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	NA
Type of Agenda item:	XXX Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Capital Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	New contracts for federally funded right of way acquisition services.
Background/History: <p>The City of Spokane often has need of Right of Way acquisition and or relocation services for projects utilizing federal grant dollars. Property acquired utilizing federal dollars has a tremendous level of state and federal review necessary and acquisitions are required to be completed by qualified firms that have been approved by the State of Washington for this type of work. Typically, these services are needed on a project by project basis and are related to federally funded projects such as street reconstruction projects, street capacity improvement projects, trails, sidewalks, etc.</p> <p>Funding for these contracts is directly tied to future projects and will be assigned on a project by project basis as individual task assignments. These capital projects are scoped and funded to include the cost of ROW acquisition and relocation services as needed. The approval of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years. Contracts with DCI Engineers and Commonstreet Consulting will provide these services for the next 3 years (plus 2 one year extensions) with a total not to exceed contract (for each contract) amount of \$250,000 over the term of the contract.</p>	
Executive Summary: <p>Contract for right of way acquisition services on projects that are federally funded, and are required to meet WSDOT and FHWA rules for property acquisition.</p>	
Budget Impact: <p>Approved in current year budget? XX Yes No</p> <p>Annual/Reoccurring expenditure? XX Yes No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact: <p>Consistent with current operations/policy? XX Yes No</p> <p>Requires change in current operations/policy? Yes XX No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

CONSULTANT AGREEMENT

**Title: FEDERAL RIGHT OF WAY ACQUISITION
AND RELOCATION SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMMONSTREET CONSULTING, LLC**, a Washington corporation whose address is 100 South Kind Street, Suite 100, Seattle, Washington, 98104 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **-FEDERAL RIGHT OF WAY ACQUISITION SERVICES** to the City; and*

WHEREAS, the Consultant was selected through a Request for Proposal No 4467-18.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 3, 2018, and ends on September 2, 2021, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the 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 **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, unless modified by a written amendment to this Agreement.

5. COMPENSATION/PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Asset Management Department, 808 West Spokane Falls Blvd., Spokane, WA 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.

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:

If to the City:	If to the Consultant:
Asset Management Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	COMMONSTREET CONSULTING, LLC 100 South Kind Street, Suite 100 Seattle, WA 98104

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.

COMMONSTREET CONSULTING, 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: Exhibit A – General Scope of Work
Exhibit B – Debarment Certificate

18-143

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:**

09/10/2018

<u>Date Rec'd</u>	8/22/2018
<u>Clerk's File #</u>	OPR 2018-0562
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP #4468-18
<u>Requisition #</u>	VARIABLE

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	DAVID STEELE 625-6064
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 DCI ENGINEERS FOR REAL ESTATE RIGHT-OF-WAY ACQUISITION & RELOCAITON

Agenda Wording

Contract for right-of-way (ROW) acquisition services on projects that are federally funded, and required to meet WSDOT and FHWA rules for property acquisition.

Summary (Background)

The City of Spokane often has need of ROW acquisition and or relocation services for projects utilizing federal grant dollars. Funding for these contracts is directly tied to future projects and will be assigned on a project by project basis as individual task assignments. The approval of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 250,000.00	# 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>	MARCHAND, CRYSTAL	<u>Other</u> F&A 7/19/18
<u>Finance</u>	STOPHER, SALLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	PFISTER, TERRI	dstele@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	mdoval@spokanecity.org
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	

Briefing Paper

Council Study Session

Division & Department:	Finance & Administration, Asset Management
Subject:	Federally Funded Right of Way Acquisition Services
Date:	7/19/18
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	NA
Type of Agenda item:	XXX Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Capital Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	New contracts for federally funded right of way acquisition services.
Background/History: <p>The City of Spokane often has need of Right of Way acquisition and or relocation services for projects utilizing federal grant dollars. Property acquired utilizing federal dollars has a tremendous level of state and federal review necessary and acquisitions are required to be completed by qualified firms that have been approved by the State of Washington for this type of work. Typically, these services are needed on a project by project basis and are related to federally funded projects such as street reconstruction projects, street capacity improvement projects, trails, sidewalks, etc.</p> <p>Funding for these contracts is directly tied to future projects and will be assigned on a project by project basis as individual task assignments. These capital projects are scoped and funded to include the cost of ROW acquisition and relocation services as needed. The approval of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years. Contracts with DCI Engineers and Commonstreet Consulting will provide these services for the next 3 years (plus 2 one year extensions) with a total not to exceed contract (for each contract) amount of \$250,000 over the term of the contract.</p>	
Executive Summary: <p>Contract for right of way acquisition services on projects that are federally funded, and are required to meet WSDOT and FHWA rules for property acquisition.</p>	
Budget Impact: <p>Approved in current year budget? XX Yes No</p> <p>Annual/Reoccurring expenditure? XX Yes No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact: <p>Consistent with current operations/policy? XX Yes No</p> <p>Requires change in current operations/policy? Yes XX No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

CONSULTANT AGREEMENT

**Title: FEDERAL RIGHT OF WAY ACQUISITION
AND RELOCATION SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **D'AMATO, CONVERSANO, INC.**, a Washington corporation dba **DCI ENGINEERS**, whose address is 707 West 2nd Avenue, Spokane, Washington, 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **-FEDERAL RIGHT OF WAY ACQUISITION SERVICES** to the City; and*

WHEREAS, the Consultant was selected through a Request for Proposal No 4467-18.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 3, 2018, and ends on September 2, 2021, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the 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 **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, unless modified by a written amendment to this Agreement.

5. COMPENSATION/PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Asset Management Department, 808 West Spokane Falls Blvd., Spokane, WA 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.

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:

If to the City:	If to the Consultant:
Asset Management Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	DCI ENGINEERS 702 West 2nd Avenue Spokane, WA 99201

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.

DCI ENGINEERS

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 – General Scope of Work
Exhibit B – Debarment Certificate

18-142

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:**

09/10/2018

<u>Date Rec'd</u>	8/29/2018
<u>Clerk's File #</u>	CPR 2018-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: August 25, 2018.
Payroll check #550332 through check #550525 \$7,045,170.47

Summary (Background)

N/A

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 7,045,170.47	# N/A
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

PAYROLL RECAP BY FUND
PAY PERIOD ENDING AUGUST 25, 2018

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	7,683.20
0230	CIVIL SERVICE	24,986.40
0260	CITY CLERK	14,836.41
0320	COUNCIL	31,770.54
0330	PUBLIC AFFAIRS / COMMUNICATIONS	21,523.41
0370	ENGINEERING SERVICES	194,574.31
0410	FINANCE	22,731.28
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,616.80
0450	CD/HS DIVISION	9,598.14
0470	HISTORIC PRESERVATION	3,857.60
0500	LEGAL	117,317.05
0520	MAYOR	26,759.20
0550	NEIGHBORHOOD SERVICES	11,368.00
05601	MUNICIPAL COURT	101,475.00
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,752.00
0620	HUMAN RESOURCES	28,491.08
0650	PLANNING SERVICES	46,635.66
0680	POLICE	1,463,828.35
0690	PROBATION SERVICES	27,050.18
0700	PUBLIC DEFENDERS	81,757.98
0750	ECONOMIC DEVELOPMENT	9,506.81
0860	TREASURER	8,609.60
	TOTAL GENERAL FUND	2,274,729.00

FUND	FUND NAME	TOTAL
1100	STREET	275,179.71
1200	CODE ENFORCEMENT	34,943.89
1300	LIBRARY	178,119.49
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	392,975.09
1460	PARKING METER	26,389.58
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,840.80
1620	PUBLIC SAFETY & JUDICIAL GRANT	28,290.46
1630	COMBINED COMMUNICATIONS CENTER	76,859.61
1680	CD/HS	47,171.68
1970	EMS FUND	1,497,715.75
4100	WATER	408,932.19
4250	INTEGRATED CAPITAL FUND	43,135.95
4300	SEWER	489,405.62
4480	REFUSE	267,238.76
4490	SOLID WASTE	252,740.09
4600	GOLF	57,888.29
4700	GENERAL SERVICES FUND	132,359.84
5100	FLEET SERVICE	101,005.41
5200	PUBLIC WORKS & UTILITY FUND	37,656.34
5300	MIS	171,769.91
5400	REPROGRAPHICS	8,208.01
5500	PURCHASING	16,082.40
5600	ACCOUNTING SERVICES	94,449.24
5700	MY SPOKANE	26,170.00
5810	WORKER'S COMPENSATION	17,457.60
5830	SELF-FUNDED MEDICAL/DENTAL	11,126.40
5900	ASSET MANAGEMENT	29,676.66
6060	CITY RETIREMENT	10,384.00
6750	REGIONAL PLAN	33,268.70
	TOTAL	7,045,170.47



Agenda Sheet for City Council Meeting of:
09/10/2018

Date Rec'd	8/14/2018
Clerk's File #	ORD C35675
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	SBO

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER ISAACSON 625-4056
Contact E-Mail	JISAACSON@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0680-SBO FOR CONTRACT WITH WSCJTC

Agenda Wording

Amending Ordinance No. C-35565 and appropriating funds in the Police Department Fund, FROM: Law Enforcement Services \$110,000; TO: Various Accounts, same amount.

Summary (Background)

The Spokane Police Department will be receiving additional unbudgeted revenue from the Washington State Criminal Justice Training Commission in the amount of \$110,000. The additional revenue has been allocated to additional supplies, contracts, and overtime in order to operate the Fall 2018 Police Academy for various agencies across the state. This SBO allows the appropriation and allocation of those monies to operate.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Revenue	\$ 110,000	#	0680-11710-21400-34210
Expense	\$ 50,000	#	0680-11710-21400-51215
Expense	\$ 33,000	#	0680-11710-21400-53201
Expense	\$ 27,000	#	0680-11710-21400-54201
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ISAACSON, JENNIFER	<u>Study Session</u>	08/20/18
<u>Division Director</u>	KING, KEVIN	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCDANIEL, ADAM		

Briefing Paper

(Public Safety & Community Healthy Committee)

Division & Department:	Police Department
Subject:	Fall 2018 BLEA (Basic Law Enforcement Academy)
Date:	August 20, 2018
Contact (email & phone):	Jennifer Isaacson, 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan- Make sustainable financial decisions that support strategic goals.
Strategic Initiative:	
Deadline:	8/20/18
Outcome: (deliverables, delivery duties, milestones to meet)	Approve WSCJTCJ contract Approve EBO for additional revenue and expense
Background/History: <p>The Spokane Police Department has held two academies a year for CJTC (Criminal Justice Training Commission) for the last few years. CJTC and SPD's contract to run the Police Academy has expired and with an upcoming Academy the State wanted a lump sum contract rather than a reimbursable contract in order to run the Academy.</p> <p>The past contract CJTC reimbursed the department for costs related to running an academy, including a percentage of personnel costs. The personnel costs were already budgeted into 2018, but the additional revenue for this new contract was not budgeted. The unbudgeted amount of additional revenue and expense is \$110,000. SPD will ask for and SBO in this amount.</p> <p>For the Fall 2018 BLEA, CJTC will be providing a total lump sum contract in the amount of \$232,800 to the Spokane Police Department rather than reimbursing us the costs associated with the academy.</p>	
Executive Summary: <ul style="list-style-type: none"> For the Fall 2018 Academy, SPD and the WSCJTC are requesting the approval of a new contract in the amount of \$232,800 from CJTC as part of our agreement to run a Fall 2018 BLEA. An SBO will be requested in the amount of \$110,000 in order to cover additional expenses not previously budgeted. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Proposed SBO Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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: None	

ORDINANCE NO C35675

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 Police 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:	0680-11710	Police Fund – Criminal Justice Training	
	21400-34210	Law Enforcement Services	<u>\$ 110,000</u>
TO:	0680-11710	Police Fund – Criminal Justice Training	
	21400-51215	Overtime	50,000
	21400-53201	Operating Supplies	33,000
	21400-54201	Contractual Services	27,000
			<u>\$110,000</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 pursuant to a contract between the Washington State Criminal Justice Training Commission and the Spokane Police Department to fund and operate the Fall 2018 Police Academy there has been an increase in revenue and expenses relating to operating the Academy; 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:
09/10/2018

<u>Date Rec'd</u>	8/15/2018
<u>Clerk's File #</u>	ORD C35676
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JENNIFER ISAACSON 625-4056
<u>Contact E-Mail</u>	JISAACSON@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0680-SBO FROM FORFEITURES FOR AV SYSTEMS

Agenda Wording

Amending Ordinance No. C-35565 and appropriating funds in the Forfeitures & Contributions Fund, FROM: Forfeited Property \$92,337; TO: Various Accounts, same amount.

Summary (Background)

Action on this SBO will allow budget in order to replace the current AV systems in the Investigations interview rooms. SPD has deposited additional forfeited cash in order to allow for this purchase, but the budget capacity to spend is not available due to the constraints of the fund. The projected purchase will replace the AV systems to ensure reliable video for recording and evidence.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Revenue	\$ 92,337		#	1560-17100-21250-33116
Expense	\$ 64,249		#	1560-17100-94000-56412
Expense	\$ 28,088		#	1560-17100-21250-53104
Select	\$		#	
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session</u>	PSCH 7/30/18	
<u>Division Director</u>	MEIDL, CRAIG	<u>Other</u>		
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>		
<u>Legal</u>	DALTON, PAT	spdfinance		
<u>For the Mayor</u>	SANDERS, THERESA	eolsen		
<u>Additional Approvals</u>				
<u>Purchasing</u>				
<u>CITY COUNCIL</u>	MCDANIEL, ADAM			

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO – Forfeiture funds for interview room upgrade
Date:	
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Procurement of a new camera system for Investigations interview rooms.
Background/History: The current AV systems in the Investigations interview rooms in both the Public Safety Building and the Gardner building have failed multiple times, resulting in the loss of evidence. This purchase will replace these systems to ensure reliable video recording and evidence collection.	
Executive Summary: <ul style="list-style-type: none"> <i>Our current contract with Precision Digital has expired and will be replaced with Axon Enterprise Contract – estimated \$92,337.</i> <i>Eligible forfeiture funds received currently exceeds what was in the adopted expenditure budget for 2018</i> <i>Requested expenditure increase would allow the expenditure of the additional funds received towards the purchase of the new Axon camera system.</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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.)	
Operations Impact: 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:	

ORDINANCE NO C35676

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 Forfeitures & Contributions 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 Forfeiture & Contributions Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	1560-17100	Forfeiture Fund – Federal	
	21250-33116	Department of Justice	<u>\$ 92,337</u>
TO:	1560-17100	Forfeiture Fund – Federal	
	94000-56412	Capital – TV/AV Equipment	\$ 64,249
	21250-53104	Software (non-capital)	\$ 28,088
			<u>\$ 92,337</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 replace failing AV equipment necessary for the collection of evidence in the police investigations interview rooms 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:**

08/27/2018

<u>Date Rec'd</u>	8/14/2018
<u>Clerk's File #</u>	RES 2018-0076
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CANDACE MUMM, 625-6256 BEN STUCKART
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - RESOLUTION SUPPORTING PASSAGE OF 2018 SCHOOL BOND BALLOT MEASURE

Agenda Wording

A resolution supporting the passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities."

Summary (Background)

On August 1, 2018, Spokane School District No. 81 adopted a resolution which submits to voters at the November 6, 2018 election a ballot proposition authorizing the District to issue \$495,300,000 of general obligation bonds to pay for the construction of three new middle schools, replacement or renovation of four other middle schools and Albi Stadium, and for other renovation and construction projects. This resolution expresses support for the passage of this ballot measure.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Various
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	

RESOLUTION NO. 2018-0076

A resolution of the Spokane City Council expressing its support for passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities."

WHEREAS, on August 1, 2018, the Board of Directors ("Board") of Spokane School District No. 81 ("District") adopted Resolution No. 2018-10, which submits to the Spokane School District voters at the November 6, 2018 election a ballot proposition authorizing the District to issue \$495,300,000 of general obligation bonds to pay for the construction of three new middle schools, replacement or renovation of four other middle schools and Albi Stadium, and for other renovation and construction projects ("Bond Projects"); and

WHEREAS, in Resolution No. 2018-10, the Board determined that overcrowding, aging, and educationally outdated infrastructure and school facilities, student safety and security needs, and the need to improve educational opportunities require the District to complete the Bond Projects; and

WHEREAS, the Board also determined that the District lacks funds with which to pay costs of the Bond Projects and that it is necessary and advisable that the District issue and sell general obligation bonds to carry out the Bond Projects; and

WHEREAS, construction of the Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the District and the City with fully utilized, cost-effective public facilities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the passage of Spokane School District No. 81 Proposition No. 1 entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities" to be submitted by the District to the voters at the November 6, 2018 election.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/27/2018

Date Rec'd

8/14/2018

Clerk's File #

RES 2018-0077

Renews #Cross Ref #Submitting Dept

CITY COUNCIL

Contact Name/PhoneCANDACE MUMM 625-6256
AND BEN
STUCKARTProject #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name0320 - RESOLUTION SUPPORTING PASSAGE OF 2018 LIBRARY BALLOT
MEASUREAgenda Wording

A resolution supporting the passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General Obligation Bonds - \$77,000,000."

Summary (Background)

On Aug. 1, 2018, the City Council adopted a resolution submitting to the City's voters, at the Nov. 6, 2018 special election, a ballot measure authorizing the City to issue \$77,000,000 of general obligation bonds to finance library modernization at Downtown, South Hill and Indian Trail; expand and modernize Shadle; remodel or relocate the Hillyard branch; construct new branches at Liberty Park and Libby Center and other projects. This resolution supports passage of this ballot measure.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

various

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasingCITY COUNCIL

MCCLATCHEY, BRIAN

RESOLUTION NO. 2018-0077

A resolution of the Spokane City Council expressing its support for the passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General Obligation Bonds - \$77,000,000."

WHEREAS, on August 1, 2018, the City Council adopted Resolution No. 2018-0069, which submits to the City's voters, at the November 6, 2018 special election, a ballot proposition authorizing the City to issue \$77,000,000 of general obligation bonds to finance the modernization of the Downtown, South Hill and Indian Trail library branches; expand and modernize the Shadle library branch; remodel or relocate the Hillyard library branch; construct new branches at Liberty Park and the Libby Center; install library kiosks throughout the City; and equip and outfit these library branches (the "City Bond Projects"); and

WHEREAS, construction of the City Bond Projects will enable the City and the Spokane Public Library to invest in and develop new and renovated library facilities which would provide residents of the City and Spokane School District No. 81 with fully utilized, cost-effective, and modern public facilities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the passage of City of Spokane Proposition No. 1 entitled "Spokane Public Library General Obligation Bonds - \$77,000,000," to be submitted by the City to the voters at the November 6, 2018 election.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/10/2018

Date Rec'd

7/26/2018

Clerk's File #

RES 2018-0080

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

MIKE COSTER 625-4640

Contact E-Mail

MCOSTER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Cross Ref #**Project #****Bid #****Requisition #**

VB

Agenda Item Name

4320 SOLE SOURCE RESOLUTION TELEDYNE ISCO FROM WHITNEY EQUIPMENT

Agenda Wording

Sole Source Resolution declaring the Teledyne ISCO flow monitoring system sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. (Woodinville, WA) Estimated cost of \$680,000.00 including tax, over five (5) years.

Summary (Background)

The department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor data and log the flow in sewer lines and CSO's. This system is used to ensure compliance with the Department of Ecology, EPA and Sierra Club requirements regarding the Clean Water Act, which is the basis of the City's NPDES Permit as well as to provide data for the implementation of the City's Integrated Strategy program.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

CONKLIN, CHUCK

Division Director

FEIST, MARLENE

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

SANDERS, THERESA

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

PIES 8/27

Distribution List

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Additional Approvals**Purchasing**

WAHL, CONNIE

CITY COUNCIL

MCCLATCHEY, BRIAN



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Teledyne ISCO has provided this product under previous resolutions and contracts and has been an excellent supplier. This is a five-year resolution tentatively scheduled to begin on August 1, 2018 and to end on July 31, 2023.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works and Utilities
Subject:	Sole Source Resolution declaring the Teledyne ISCO flow monitoring system sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. (Woodinville, WA) at an estimated cost of \$680,000.00 including tax, over five (5) years.
Date:	8/27/18
Contact (email & phone):	Michael F. Coster, Plant Manager 625-4640 mcoster@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. to supply CSO equipment, monitors, parts and supplies.
<p>Background/History: The department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor data and log the flow in sewer lines and CSO's. This system is used to ensure compliance with the Department of Ecology, EPA and Sierra Club requirements regarding the Clean Water Act, which is the basis of the City's NPDES Permit as well as to provide data for the implementation of the City's Integrated Strategy program.</p> <p>Teledyne ISCO has provided this product under previous resolutions and contracts and has been an excellent supplier.</p> <p>This is a five-year resolution tentatively scheduled to begin on August 1, 2018 and to end on July 31, 2023.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Impact In order to continuously without interruption monitor data and log the flow with our current system to remain in compliance with the DOE, EPA, Sierra club, CWA and NPDES permit, it is necessary to be able to purchase updated monitors, equipment, parts and supplies as a sole source. Action Wastewater Management is seeking Council approval to authorize sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. to supply CSO equipment, monitors, parts and supplies. Funding Funding for this purchase is provided in the Wastewater Management budget, and revenue is derived from sewer rates. . 	
Budget Impact:	

Approved in current year budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If new, specify funding source: Department			
Other budget impacts: (revenue generating, match requirements, etc.)			
<u>Operations Impact:</u>			
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:			

RESOLUTION 2018-0080

A SOLE SOURCE RESOLUTION declaring the Teledyne ISCO flow monitoring system a sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. at an estimated cost of \$680,000.00 including tax, over five (5) years.

WHEREAS, the Wastewater Management Department monitors the sewage flow in its sewer and storm lines; and

WHEREAS, the Department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor data and log the flow in an open channel (in the City's case, sewer lines and CSO's). This system is used to ensure compliance with Department of Ecology (DOE), EPA, and Sierra Club requirements regarding the Clean Water Act (CWA), which is the basis of the City's NPDES (National Pollutant Discharge Elimination System) Permit as well as provide data for the implementation of the City's Integrated Strategy program; and

WHEREAS, the monitoring system "pushes" the data at specified time intervals to the City's web server via Teledyne ISCO's Flowlink Pro software, which recognizes programmed alarm conditions and initiates DOE required emergency maintenance response via Teledyne ISCO Flowlink Pro software, which was purchased by the City several years ago; and

WHEREAS, the Teledyne ISCO 2100 series monitors meet the department's current and projected future needs. Any problems with the equipment and the software have been resolved with excellent assistance via the vendor's customer support. It provides the correct quantity of ultrasonic level channels for the monitoring sites, it has reliable service/repairs/customer support, it has flexibility in its alarm configuration to comply with EPA/DOE requirements; and most importantly is the only known monitor system compatible with Teledyne ISCO FlowLink Pro software; and extensive deployment of existing Teledyne ISCO monitoring equipment and

WHEREAS, the Teledyne ISCO flow monitoring system is a patented product and only available from authorized dealers; and

WHEREAS, Whitney Equipment Company, Inc. is the only authorized dealer for Washington State; and

WHEREAS, the Department anticipates the purchase of assorted monitors, probes and associated hardware for the upkeep, maintenance and possible expansion of the Teledyne ISCO flow monitoring program at a cost of \$680,000.00 over five (5) years; which exceeds the 2018 public bid limit of \$50,000.00 for goods; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the Teledyne ISCO flow monitoring system a sole source procurement and

authorizes its purchase from Whitney Equipment Company, Inc. at an estimated cost of \$140,000 including tax, per year, over five (5) years.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

18-113