

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 17, 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

3:30 P.M. BRIEFING SESSION
CITY COUNCIL CHAMBERS, CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

6:00 P.M. TOWN HALL SESSION
NORTHEAST COMMUNITY CENTER
4001 N. COOK ST.
SPOKANE, WA 99207

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. Purchases without Contract by Fleet Services of: | Approve
All | |
| a. Two Chevy Tahoes for the Police Department from Bud Clary Auto Dealerships using Washington State Contract #05916—\$93,377.93 (incl. tax). | | OPR 2018-0572 |
| b. Eighteen Police Ford Interceptors for the Police Department from Columbia Ford (Longview, WA) using the Washington State Contract #05916—\$755,232.15 (incl. tax). | | OPR 2018-0573 |
| c. A Rodder Truck for the Wastewater Maintenance Department from SWS Equipment, Inc. (Spokane Valley, WA) using NJPA/Sourcwell Contract #022014-SCA—\$307,637.79 (incl. tax). | | OPR 2018-0574 |
| d. A Ford F550 w/dump bed and deicer unit for the Street Department from Columbia Ford (Longview, WA) using Washington State Contract #05916—\$59,522.44 (incl tax). | | OPR 2018-0575 |

Micaela Martinez

- | | | |
|--|-----------------------------------|---------------|
| 2. Purchase without Contract with GALLS, LLC (Spokane, WA) for the Spokane Police Department's ballistic body armor utilizing Washington State contract #07115—\$315,000.
Kevin King | Approve | OPR 2018-0576 |
| 3. Contracts with Michael Love Law Firm, PLLC (Spokane, WA) to provide legal services beginning May 1, 2018, and remaining in effect until terminated for: | Approve
All | |
| a. Spokane LEOFF I Firefighters' Pension Board—not to exceed \$50,000. | | OPR 2018-0577 |
| b. Spokane LEOFF I Police Pension Board—not to exceed \$50,000. | | OPR 2018-0578 |
| Tim Szamblen | | |
| 4. Contract with Ogletree, Deakins, Nash, Smoak & Stewart (Portland, OR) to provide legal services for the Spokane Employees' Retirement System, commencing January 1, 2018, and remaining in effect until terminated—not to exceed \$100,000.
Tim Szamblen | Approve | OPR 2018-0579 |
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2018-0002 |
| 6. City Council Meeting Minutes: _____, 2018. | Approve | CPR 2018-0013 |
| 7. Consideration of Mayoral Veto of Ordinance C35668 (creating a Sustainability Action Committee). (Note: Override of veto requires 5 affirmative votes.) | Council
Decision | ORD C35668 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

TOWN HALL/LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at the Northeast Community Center, 4001 N. Cook St.)

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).

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

NO RESOLUTIONS & FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

ORD C35677 Relating to business license; amending SMC sections 08.01.020, 08.01.190 and 08.02.0206; and adopting a new section 08.01.195 to Chapter 08.01 of the Spokane Municipal Code.

Crystal Marchand

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 17, 2018
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

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

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

ADJOURNMENT

The September 17, 2018, Regular Legislative Session of the City Council is adjourned to September 24, 2018.

NOTES

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

09/17/2018

<u>Date Rec'd</u>	9/5/2018
<u>Clerk's File #</u>	OPR 2018-0572
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE19048

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	MICAELA 625.7813 MARTINEZ
<u>Contact E-Mail</u>	MMARTINEZ@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF TWO TAHOES

Agenda Wording

Fleet Services would like to purchase 2 Chevy Tahoes for the Police Department for \$93,377.93 including sales tax. Purchase will be made through Bud Clary Auto Dealerships using the Washington State Contract #05916.

Summary (Background)

The Police patrol vehicles will replace vehicles that have reached the end of their economic life. We recommend approval for the purchase of 2 Patrol vehicles for the Police Department. Funding for this purchase is included in the Police Budget.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ 93,377.93	# 5901-79115-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u> 8/27/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	mmartinez, kschnitt, achirowamangu, sriggs, tprince
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Police Interceptors
Date:	August 27, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase 18 Police Ford Interceptors and 2 Chevy Tahoes for the Police Department for \$845,556.48. Purchase will be made through the Washington State Contract #05916.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Police patrol vehicles will replace vehicles that have reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of 20 Patrol vehicles for the Police Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Police Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: 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 checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

09/17/2018

<u>Date Rec'd</u>	9/5/2018
<u>Clerk's File #</u>	OPR 2018-0573
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE19049

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	MICAELA 625.7813 MARTINEZ
<u>Contact E-Mail</u>	MMARTINEZ@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF POLICE FORD INTERCEPTORS

Agenda Wording

Fleet Services would like to purchase 18 Police Ford Interceptors for the Police Department for \$755,232.15 including tax. Purchase will be made through Columbia Ford using the Washington State Contract #05916

Summary (Background)

The Police patrol vehicles will replace vehicles that have reached the end of their economic life. We recommend approval for the purchase of 18 Patrol vehicles for the Police Department. Funding for this purchase is included in the Police Budget.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 755,232.15		# 5901-79115-94000-56404-99999		
Select	\$		#		
Select	\$		#		
Select	\$		#		
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		RIGGS, STEVEN		<u>Study Session</u>	8/27/18
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		mmartinez, sriggs, tprince, kschnitt, achirowamangu	
<u>For the Mayor</u>		SANDERS, THERESA			
<u>Additional Approvals</u>					
<u>Purchasing</u>					

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Police Interceptors
Date:	August 27, 2018
Author (email & phone):	Micaela Martinez; mmartinez@spokanecity.org ; 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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 Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase 18 Police Ford Interceptors and 2 Chevy Tahoes for the Police Department for \$845,556.48. Purchase will be made through the Washington State Contract #05916.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Police patrol vehicles will replace vehicles that have reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> Recommend approval for the purchase of 20 Patrol vehicles for the Police Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Police Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: 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 checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, August 15, 2018 1:25 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2018-8-204 - SPOKANE, CITY OF - 23210

Vehicle Quote Number: 2018-8-204 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes: Full Cage-SPD-2
Vehicle Location: SPOKANE CITY

Color Options

Agate Black (UM) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0506-001	2019 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$29,394.00	\$58,788.00
2019-0506-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	2	\$0.00	\$0.00
2019-0506-003	IMPORTANT - PLEASE READ: Final Order Due Date for the 2019MY is 09/21/2018 with final production date of 02/28/2019. Orders will be scheduled on a first-come basis until allocation has been exceeded. This is the final year of current Police Interceptor model so Ford will NOT carry-over unbuilt orders to 2020MY with price protection. The all NEW 2020MY PI Utility should be available for ordering July 2018 with production to begin Spring 2019.	2	\$0.00	\$0.00
2019-0506-012	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles Inoperable #52P; PLUS: Grille linear LED lights (Red/Blue); Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head](Not available with Cargo Wiring Upfit Package #67G, Ultimate Wiring Package #67U or Interior Upgrade Package #65U)(67H)	2	\$3,406.00	\$6,812.00
2019-0506-024	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller "not" included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$290.00	\$580.00

2019-0506-032 Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2019-0506-034 Dome Lamp - Red/White in Cargo Area(17T)	2	\$51.00	\$102.00
2019-0506-036 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (Included with Police Silent Mode #43L) (43D)	2	\$20.00	\$40.00
2019-0506-038 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$260.00	\$520.00
2019-0506-040 BLIS Blind Spot Monitoring with Cross-Traffic Alert (also includes Heated Sideview Mirrors #549)(55B/54Z)	2	\$543.00	\$1,086.00
2019-0506-048 SYNC Basic Voice-Activated Communications System (includes single USB port and single auxiliary audio input jack) (53M)	2	\$294.00	\$588.00
2019-0506-051 Reverse Sensing System (76R)	2	\$274.00	\$548.00
2019-0506-053 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	2	\$0.00	\$0.00
2019-0506-055 Fleet Keyed Alike (Call dealer for available key codes) (NEW - allowed to also order Remote Keyless Entry #55F) (KEY)	2	\$51.00	\$102.00
2019-0506-070 Deflector Plate (std on EcoBoost engine) (76D)	2	\$334.00	\$668.00
2019-0506-072 2nd Row Cloth Seat in lieu of Vinyl (Charcoal)(88F)	2	\$60.00	\$120.00
2019-0506-076 Front Console Mounting Plate Delete (N/A with Cargo Wiring Upfit Pkg #67G, Ready for the Road Pkg #67H, Ultimate Wiring Pkg #67U or Rear Console Plate #85R) (85D) (No Credit)	2	\$0.00	\$0.00
2019-0506-120 Delayed Warranty Start, customer submits request at www.fordwsd.com	2	\$0.00	\$0.00
2019-0506-218 Door Panels, Rear Doors (TPO, Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	2	\$213.00	\$426.00
2019-0506-219 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	2	\$190.00	\$380.00
2019-0506-223 Partition, Front Horizontal with Sliding Polycarbonate Window, including Recess Panel (Setina 10VSRP) (DLR)	2	\$742.00	\$1,484.00
2019-0506-224 Partition, Front - XL Upgrade with center and side recess panel (allows additional legroom for rear right-side passenger) (Must also order a front partition) (Setina XL) (DLR)	2	\$20.00	\$40.00
2019-0506-227 Weapons Mounting System, DUAL [Standard Shotgun Lock and Adjustable Universal Lock with key override and timer] (Must also order Front Partition w/ Recess Panel #10VSRP) (DLR)	2	\$349.00	\$698.00
2019-0506-232 Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	2	\$441.00	\$882.00
2019-0506-234 Seat, Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition) (installed over factory seat) (Must order with Setina Rear Partition 12VS or 12VS/P) (Setina recommends also ordering the XL Partition Upgrade) (Not compatible with Tall Man Front Partition) (SETPTSCB) (DLR)	2	\$813.00	\$1,626.00

2019-0506-388 Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	2	\$42.00	\$84.00
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Quote Totals

		Total Vehicles:	2
		Sub Total:	\$75,774.00
		8.4 % Sales Tax:	\$6,365.02
		Quote Total:	\$82,139.02

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, August 15, 2018 1:18 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2018-8-202 - SPOKANE, CITY OF - 23210

Vehicle Quote Number: 2018-8-202 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes: Full Cage-SPD-1
Vehicle Location: Everett

Color Options

Agate Black (UM) - 7

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0506-001	2019 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	7	\$29,394.00	\$205,758.00
2019-0506-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	7	\$0.00	\$0.00
2019-0506-003	IMPORTANT - PLEASE READ: Final Order Due Date for the 2019MY is 09/21/2018 with final production date of 02/28/2019. Orders will be scheduled on a first-come basis until allocation has been exceeded. This is the final year of current Police Interceptor model so Ford will NOT carry-over unbuilt orders to 2020MY with price protection. The all NEW 2020MY PI Utility should be available for ordering July 2018 with production to begin Spring 2019.	7	\$0.00	\$0.00
2019-0506-012	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles Inoperable #52P; PLUS: Grille linear LED lights (Red/Blue); Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head](Not available with Cargo Wiring Upfit Package #67G, Ultimate Wiring Package #67U or Interior Upgrade Package #65U)(67H)	7	\$3,406.00	\$23,842.00
2019-0506-024	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller "not" included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	7	\$290.00	\$2,030.00

2019-0506-032 Noise Suppression Bonds (Ground Straps)(60R)	7	\$100.00	\$700.00
2019-0506-034 Dome Lamp - Red/White in Cargo Area(17T)	7	\$51.00	\$357.00
2019-0506-036 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (Included with Police Silent Mode #43L) (43D)	7	\$20.00	\$140.00
2019-0506-038 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	7	\$260.00	\$1,820.00
2019-0506-040 BLIS Blind Spot Monitoring with Cross-Traffic Alert (also includes Heated Sideview Mirrors #549)(55B/54Z)	7	\$543.00	\$3,801.00
2019-0506-048 SYNC Basic Voice-Activated Communications System (includes single USB port and single auxiliary audio input jack) (53M)	7	\$294.00	\$2,058.00
2019-0506-051 Reverse Sensing System (76R)	7	\$274.00	\$1,918.00
2019-0506-053 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	7	\$0.00	\$0.00
2019-0506-055 Fleet Keyed Alike (Call dealer for available key codes) (NEW - allowed to also order Remote Keyless Entry #55F) (KEY)	7	\$51.00	\$357.00
2019-0506-062 Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	7	\$664.00	\$4,648.00
2019-0506-070 Deflector Plate (std on EcoBoost engine) (76D)	7	\$334.00	\$2,338.00
2019-0506-072 2nd Row Cloth Seat in lieu of Vinyl (Charcoal)(88F)	7	\$60.00	\$420.00
2019-0506-076 Front Console Mounting Plate Delete (N/A with Cargo Wiring Upfit Pkg #67G, Ready for the Road Pkg #67H, Ultimate Wiring Pkg #67U or Rear Console Plate #85R) (85D) (No Credit)	7	\$0.00	\$0.00
2019-0506-120 Delayed Warranty Start, customer submits request at www.fordwsd.com	7	\$0.00	\$0.00
2019-0506-212 Push Bumper Upgrade, HD Fender Wraps (Pit Bars) (Setina PB5) (Must also order a Setina Push Bumper) (Not compatible with Ford's Front Warning Auxiliary Light #21L) (DLR)	7	\$384.00	\$2,688.00
2019-0506-213 Push Bumper, HD w/ Welded Upper Cross Support (Setina PB400) (DLR)	7	\$410.00	\$2,870.00
2019-0506-218 Door Panels, Rear Doors (TPO, Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	7	\$213.00	\$1,491.00
2019-0506-219 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	7	\$190.00	\$1,330.00
2019-0506-223 Partition, Front Horizontal with Sliding Polycarbonate Window, including Recess Panel (Setina 10VSRP) (DLR)	7	\$742.00	\$5,194.00
2019-0506-224 Partition, Front - XL Upgrade with center and side recess panel (allows additional legroom for rear right-side passenger) (Must also order a front partition) (Setina XL) (DLR)	7	\$20.00	\$140.00
2019-0506-227 Weapons Mounting System, DUAL [Standard Shotgun Lock and Adjustable Universal Lock with key override and timer] (Must also order Front Partition w/ Recess Panel #10VSRP) (DLR)	7	\$349.00	\$2,443.00
2019-0506-232 Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	7	\$441.00	\$3,087.00

2019-0506-234	Seat, Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition) (installed over factory seat) (Must order with Setina Rear Partition 12VS or 12VS/P) (Setina recommends also ordering the XL Partition Upgrade) (Not compatible with Tall Man Front Partition) (SETPTSCB) (DLR)	7	\$813.00	\$5,691.00
2019-0506-388	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	7	\$42.00	\$294.00

Quote Totals

		Total Vehicles:	7
		Sub Total:	\$275,415.00
		8.4 % Sales Tax:	\$23,134.86
		Quote Total:	\$298,549.86

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, August 15, 2018 1:27 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2018-8-205 - SPOKANE, CITY OF - 23210

Vehicle Quote Number: 2018-8-205

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes: 1/2 Cage-SPD-2
Vehicle Location: Longview

Color Options

Agate Black (UM) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0506-001	2019 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$29,394.00	\$58,788.00
2019-0506-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	2	\$0.00	\$0.00
2019-0506-003	IMPORTANT - PLEASE READ: Final Order Due Date for the 2019MY is 09/21/2018 with final production date of 02/28/2019. Orders will be scheduled on a first-come basis until allocation has been exceeded. This is the final year of current Police Interceptor model so Ford will NOT carry-over unbuilt orders to 2020MY with price protection. The all NEW 2020MY PI Utility should be available for ordering July 2018 with production to begin Spring 2019.	2	\$0.00	\$0.00
2019-0506-012	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles Inoperable #52P; PLUS: Grille linear LED lights (Red/Blue); Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head](Not available with Cargo Wiring Upfit Package #67G, Ultimate Wiring Package #67U or Interior Upgrade Package #65U)(67H)	2	\$3,406.00	\$6,812.00
2019-0506-024	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller "not" included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$290.00	\$580.00

2019-0506-032 Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2019-0506-034 Dome Lamp - Red/White in Cargo Area(17T)	2	\$51.00	\$102.00
2019-0506-038 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$260.00	\$520.00
2019-0506-040 BLIS Blind Spot Monitoring with Cross-Traffic Alert (also includes Heated Sideview Mirrors #549)(55B/54Z)	2	\$543.00	\$1,086.00
2019-0506-048 SYNC Basic Voice-Activated Communications System (includes single USB port and single auxiliary audio input jack) (53M)	2	\$294.00	\$588.00
2019-0506-051 Reverse Sensing System (76R)	2	\$274.00	\$548.00
2019-0506-053 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	2	\$0.00	\$0.00
2019-0506-055 Fleet Keyed Alike (Call dealer for available key codes) (NEW - allowed to also order Remote Keyless Entry #55F) (KEY)	2	\$51.00	\$102.00
2019-0506-070 Deflector Plate (std on EcoBoost engine) (76D)	2	\$334.00	\$668.00
2019-0506-072 2nd Row Cloth Seat in lieu of Vinyl (Charcoal)(88F)	2	\$60.00	\$120.00
2019-0506-076 Front Console Mounting Plate Delete (N/A with Cargo Wiring Upfit Pkg #67G, Ready for the Road Pkg #67H, Ultimate Wiring Pkg #67U or Rear Console Plate #85R) (85D) (No Credit)	2	\$0.00	\$0.00
2019-0506-120 Delayed Warranty Start, customer submits request at www.fordwsd.com	2	\$0.00	\$0.00
2019-0506-218 Door Panels, Rear Doors (TPO, Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	2	\$213.00	\$426.00
2019-0506-219 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	2	\$190.00	\$380.00
2019-0506-232 Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	2	\$441.00	\$882.00
2019-0506-238 Single Prisoner Transport (includes 6VS Front Partition, 70/30 Split, and Setina TPO 30% Seat Cover with factory stock seat belts) (Must also order Rear Partition 12VS or 12VS/P) (If also ordering Weapons Mounting System, it will be mounted behind driver) (DLR)	2	\$1,268.00	\$2,536.00
2019-0506-388 Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	2	\$42.00	\$84.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$74,422.00
8.8 % Sales Tax:	\$6,549.14
Quote Total:	\$80,971.14

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, August 15, 2018 1:22 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2018-8-203 - SPOKANE, CITY OF - 23210

Vehicle Quote Number: 2018-8-203 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes: 1/2 Cage-1
Vehicle Location: Longview

Color Options

Agate Black (UM) - 7

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0506-001	2019 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	7	\$29,394.00	\$205,758.00
2019-0506-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	7	\$0.00	\$0.00
2019-0506-003	IMPORTANT - PLEASE READ: Final Order Due Date for the 2019MY is 09/21/2018 with final production date of 02/28/2019. Orders will be scheduled on a first-come basis until allocation has been exceeded. This is the final year of current Police Interceptor model so Ford will NOT carry-over unbuilt orders to 2020MY with price protection. The all NEW 2020MY PI Utility should be available for ordering July 2018 with production to begin Spring 2019.	7	\$0.00	\$0.00
2019-0506-012	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles Inoperable #52P; PLUS: Grille linear LED lights (Red/Blue); Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head](Not available with Cargo Wiring Upfit Package #67G, Ultimate Wiring Package #67U or Interior Upgrade Package #65U)(67H)	7	\$3,406.00	\$23,842.00
2019-0506-024	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller "not" included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	7	\$290.00	\$2,030.00

2019-0506-032 Noise Suppression Bonds (Ground Straps)(60R)	7	\$100.00	\$700.00
2019-0506-034 Dome Lamp - Red/White in Cargo Area(17T)	7	\$51.00	\$357.00
2019-0506-036 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (Included with Police Silent Mode #43L) (43D)	7	\$20.00	\$140.00
2019-0506-038 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	7	\$260.00	\$1,820.00
2019-0506-040 BLIS Blind Spot Monitoring with Cross-Traffic Alert (also includes Heated Sideview Mirrors #549)(55B/54Z)	7	\$543.00	\$3,801.00
2019-0506-048 SYNC Basic Voice-Activated Communications System (includes single USB port and single auxiliary audio input jack) (53M)	7	\$294.00	\$2,058.00
2019-0506-051 Reverse Sensing System (76R)	7	\$274.00	\$1,918.00
2019-0506-053 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	7	\$0.00	\$0.00
2019-0506-055 Fleet Keyed Alike (Call dealer for available key codes) (NEW - allowed to also order Remote Keyless Entry #55F) (KEY)	7	\$51.00	\$357.00
2019-0506-062 Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	7	\$664.00	\$4,648.00
2019-0506-070 Deflector Plate (std on EcoBoost engine) (76D)	7	\$334.00	\$2,338.00
2019-0506-072 2nd Row Cloth Seat in lieu of Vinyl (Charcoal)(88F)	7	\$60.00	\$420.00
2019-0506-076 Front Console Mounting Plate Delete (N/A with Cargo Wiring Upfit Pkg #67G, Ready for the Road Pkg #67H, Ultimate Wiring Pkg #67U or Rear Console Plate #85R) (85D) (No Credit)	7	\$0.00	\$0.00
2019-0506-120 Delayed Warranty Start, customer submits request at www.fordwsd.com	7	\$0.00	\$0.00
2019-0506-212 Push Bumper Upgrade, HD Fender Wraps (Pit Bars) (Setina PB5) (Must also order a Setina Push Bumper) (Not compatible with Ford's Front Warning Auxiliary Light #21L) (DLR)	7	\$384.00	\$2,688.00
2019-0506-213 Push Bumper, HD w/ Welded Upper Cross Support (Setina PB400) (DLR)	7	\$410.00	\$2,870.00
2019-0506-218 Door Panels, Rear Doors (TPO, Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	7	\$213.00	\$1,491.00
2019-0506-219 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Hidden Door Lock Plunger or Inoperable Rear Door Locks #67H, #68G, #52H or #52P) (DLR)	7	\$190.00	\$1,330.00
2019-0506-232 Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	7	\$441.00	\$3,087.00
2019-0506-238 Single Prisoner Transport (includes 6VS Front Partition, 70/30 Split, and Setina TPO 30% Seat Cover with factory stock seat belts) (Must also order Rear Partition 12VS or 12VS/P) (If also ordering Weapons Mounting System, it will be mounted behind driver) (DLR)	7	\$1,268.00	\$8,876.00
2019-0506-388 Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	7	\$42.00	\$294.00

Quote Totals

Total Vehicles: 7

Sub Total: \$270,823.00

8.4 % Sales Tax: \$22,749.13

Quote Total: \$293,572.13

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

09/17/2018

Date Rec'd	9/5/2018
Clerk's File #	OPR 2018-0574
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19047

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	MICAELA 625.7813 MARTINEZ
Contact E-Mail	MMARTINEZ@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 PURCHASE OF RODDER TRUCK

Agenda Wording

Fleet Services would like to purchase a Rodder Truck for the Waste Water Maintenance Department for \$307,637.79 including tax. Purchase will be made through SWS Equipment Inc using NJPA/Sourcewell Contract #022014-SCA

Summary (Background)

This vehicle is replacing a vehicle that has reached the end of its economic life. We recommend approval to purchase a Rodder Truck for Waste Water Maintenance.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$	307,637.79	#	4310-43100-94000-56405-99999
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		RIGGS, STEVEN	<u>Study Session</u>	8/27/18
<u>Division Director</u>		SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT	sjohnson, mmartinez, sriggs, tprince	
<u>For the Mayor</u>		SANDERS, THERESA		
<u>Additional Approvals</u>				
<u>Purchasing</u>				

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works Division, Fleet Services Department
Subject:	Purchase of Rodder Truck
Date:	27 August 2018
Contact (email & phone):	Micaela Martinez (mmartinez@spokanecity.org 625-7823)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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)	This purchase is in the department's 2018 budget.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Rodder Truck for the Waste Water Maintenance Department for \$309,056.78 including tax. Purchase will be made through SWS Equipment, Inc using NJPA/Sourcewell Contract #022014-SCA.	
Executive Summary: <ul style="list-style-type: none"> <i>This vehicle is replacing a vehicle that has reached the end of its economic life.</i> <i>Recommend approval to purchase a Rodder Truck for Waste Water Maintenance.</i> 	
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 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:	

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

09/17/2018

<u>Date Rec'd</u>	9/5/2018
<u>Clerk's File #</u>	OPR 2018-0575
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	RE19046

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	MICAELA 625.7823 MARTINEZ
<u>Contact E-Mail</u>	MMARTINEZ@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF F550 W/ DUMP BED AND DEICER

Agenda Wording

Fleet Services would like to purchase a Ford F550 w/Dump Bed and Deicer Unit for the Street Department for \$59,522.44 including tax. Purchase will be made through Columbia Ford using Washington State Contract 05916.

Summary (Background)

This vehicles is replacing a vehicle that has reached the end of its economic life. Sate Contract 05916 provides the most economical procurement method at this time. We recommend approval to purchase Ford F550 w/Dump Bed and Deicer for the Street Department.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 59,522.44		# 5110-71700-94000-56413
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u> 8/27/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	tprince, sriggs, mmartinez
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works Division, Fleet Services Department
Subject:	Purchase of Ford F550 w/Dump Bed and Deicer Unit
Date:	27 August 2018
Contact (email & phone):	Micaela Martinez (mmartinez@spokanecity.org 625-7823)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & 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)	This purchase is in the department's 2018 budget.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Ford F550 w/Dump Bed and Deicer Unit for the Street Department for \$59,522.44 including tax. Purchase will be made through Columbia Ford using Washington State Contract 05916.	
Executive Summary: <ul style="list-style-type: none"> <i>This vehicle is replacing a vehicle that has reached the end of its economic life.</i> <i>State Contract 05916 provides the most economical procurement method at this time</i> <i>Recommend approval to purchase Ford F550 w/Dump Bed and Deicer for the Street Department.</i> 	
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 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:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, July 11, 2018 3:24 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2018-7-98 - SPOKANE, CITY OF - 23210

Vehicle Quote Number: 2018-7-98

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes: Unit 428782, Street
Vehicle Location: SPOKANE CITY

Color Options

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0914-0001	2019 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR (F5H/660A/145WB)	1	\$35,595.00	\$35,595.00
2019-0914-0006	Alternative Wheelbase, Regular Cab, 169WB, 84CA, 18,000# GVWR (F5H/169WB)	1	\$168.00	\$168.00
2019-0914-0016	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift Six-Speed Automatic Transmission w/SelectShift (Includes 4.10 RAR, Dual 750CCA Batteries, 220-AMP Alternator, 18,000# GVWR) (99T/44W)	1	\$8,584.00	\$8,584.00
2019-0914-0022	Upfitter Interface Module (18A)	1	\$287.00	\$287.00
2019-0914-0025	110V/400W Outlet (includes one in-dash mounted outlet) (if ordered with XLT Trim Upgrade and XLT 40/Console/40 Seat, also includes 2nd outlet in rear of console) (with Gas Engine, must also order Extra Extra HD Alternator #67E) (43C)	1	\$72.00	\$72.00
2019-0914-0036	Power Take-Off (PTO) Provision with Mobile and Stationary PTO Modes (Available with 6.8L Gas or 6.7L Diesel) (62R)	1	\$270.00	\$270.00
2019-0914-0045	Limited Slip Rear Axle (4.88 RAR w/ gas, 4.10 RAR w/ diesel)(if also ordering 19,500# GVWR, 4.88 RAR Limited Slip axle is already included)(X8L/X4N)	1	\$349.00	\$349.00
2019-0914-0048	Snow Plow Prep Package (maximum front springs upgrade)(473)	1	\$180.00	\$180.00

2019-0914-0052 Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	1	\$310.00	\$310.00
2019-0914-0056 Engine Block Heater (41H)	1	\$97.00	\$97.00
2019-0914-0063 Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (Must also order Audio Pkg #585 or XL Value Package #96V) (872) (Info: Upfitters offer rearview camera installation with body orders)	1	\$400.00	\$400.00
2019-0914-0099 Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2019-0914-0207 Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2019-0914-1625 Snow Plow Package, V Plow Package, with corrosion resistant dual 304 stainless steel moldboards with 1/2in cutting edges, tubular steel floating A-frame, dual-action angle cylinders, fully enclosed 2 HP power/hydraulic unit and regenerative hydraulics with full size SAE standard cartridge valves and oversize 3/8in rubber hoses, 70 degree attack angle and snow throwing flared wings, dual-beam halogen plow lights with secure double post mounts, 2 independent 6in trip edges, laser cut steel ribs, a full length 2in cross tube, oversized hinge pin, ergonomic in-cab controller with single button control for all plow functions including v-scoop and angle. (9-1/2 Foot) (BUY GOV-VX95) (Must also order Ford Factory Snow Plow Prep Package #473) (ABW1625)	1	\$8,478.00	\$8,478.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$54,910.00
8.4 % Sales Tax:	\$4,612.44
Quote Total:	\$59,522.44

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

09/17/2018

<u>Date Rec'd</u>	9/5/2018
<u>Clerk's File #</u>	OPR 2018-0576
<u>Renews #</u>	
<u>Cross Ref #</u>	WA # 07115
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	KEVIN KING 835-4514
<u>Contact E-Mail</u>	KKING@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680 - GALLS BALLISTIC BODY ARMOR

Agenda Wording

New Value Blanket with GALLS, LLC (Spokane, WA) for the Spokane Police Department's (SPD) ballistic body armor utilizing WA State contract # 07115.

Summary (Background)

Ballistic Body armor is essential gear for police officers in carrying their duties. As per SPD Policy 1024.2, it is the policy of SPD to maximize officer safety through the use of body armor in combination with prescribed safety procedures. The new value blanket being set up with Galls will be able to supply the department with ballistic body armor, external vest carriers and accessories for the next three years. Estimated amount for a three year period is \$315,000. Term: 08/01/2018-07/31/2021.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 315,000.00	# 0680-11410-21250-53205-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KING, KEVIN	<u>Study Session</u>	PSCHC 07/30/2018
<u>Division Director</u>	KING, KEVIN	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	cwahl	
<u>For the Mayor</u>	SANDERS, THERESA	mdoval	
<u>Additional Approvals</u>		spdfinance	
<u>Purchasing</u>	WAHL, CONNIE	mloucks	

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Ballistic Body Armor with Galls, LLC
Date:	07/30/2018
Contact (email & phone):	Kevin King - kking@spokanepolice.org (509)835-4514
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
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)	Ballistic Body Armor is essential gear for police officers and in line with normal operating budget policies and procedures.
Strategic Initiative:	
Deadline:	August 1, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approve value blanket order for Ballistic Body Armor.
Background/History: Spokane Police Department currently utilizes WA State Contract #07115 for the purchase of Ballistic Body Armor from Galls, LLC using a Value Blanket Order. The Value Blanket Order is expiring July 30, 2018. A new Value Blanket Order is necessary for continued supply of Ballistic Body Armor. New Value Blanket Order will also utilize WA State Contract #07115.	
Executive Summary: <ul style="list-style-type: none"> <i>The Value Blanket term will be August 1, 2018 through July 31, 2021.</i> <i>Total estimated amount for three-year term will be \$ 315,000.00</i> <i>This includes Ballistic Body Armor, external Body Armor carriers and accessories and takes into consideration the replacement of expiring Ballistic Body Armor and potential new hires over the next 3 years.</i> 	
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Contract Summary

Body Armor NASPO

Contract#: 07115 **Replaces:** 02711

NOTE: Renegade Armor has been purchased by Propper. Documentation was provided on 2/15/17 regarding the purchase. Vendor is suspended while review of purchase is approved by Lead State and NASPO. See letter in Pricing and Ordering. Contact Contract Administrator Melanie Williams with questions.

This is a NASPO ValuePoint contract led by the state of Colorado to provide personal body armor. The state of Washington has signed a participating addendum to use this contract. Customers have the option of utilizing any of the awarded vendors. Please note that pricing varies between vendors. Customers should utilize the vendor that best meets their needs.

- Ballistic Concealable Vest: Protection Level IIA, II, IIIA, III, and IV.
- Ballistic Tactical Vest: Protection Level IIA, II, IIIA, III, and IV.
- Stab Resistant Concealable Vest: Spike or Edged Blade: Protection Level 1, 2, and 3.
- Stab Resistant Tactical Vest: Spike or Edged Blade: Protection Level 1, 2, and 3.
- Combination Concealable Vest: Ballistic and Spike and/or Edged Blade.
- Combination Tactical Vest: Ballistic and Spike and/or Edged Blade.
- K-9 Ballistic Vest: Level IIA, II, IIIA, 2 and 3.
- K-9 Stab Resistant Vest: Level IIA, II, IIIA, 2 and 3.
- K-9 Combination Vest: Level IIA, II, IIIA, 2 and 3.
- Ballistic Helmets: Level IIA, II, and IIIA.
- Ballistic Shields: Hard and Soft: Level I, IIA, II, IIIA, III, and IV.
- Accessories
 - a) Ballistic: Hard and soft trauma plates; Groin, yoke, bicep, collar and throat protectors; Shield window
 - b) Non-Ballistic: Carriers: Uniform Shirt, Concealable, and Tactical; Pouches; Replacement vest straps; ID patches; Carry bags; Concealed and Tactical vests, Shield, and Helmet; Helmet: face shield, equipment rails, pads, suspension; Shield: LED lights, shoulder straps, logos

Current Term Start Date: 03-16-2018 **Award Date:** 03-21-2016 **Est. Annual Worth:** \$1,541,385

Current Term Ends On: 03-15-2019 **Final Term Ends On:** 03-15-2021 **Commodity Code(s):** 680-08

Diversity: 0% WBE 0% MBE

Contact Info: Melanie Williams at (360) 407-9399 or melanie.williams@des.wa.gov

Who can use this contract?

- [Organizations with Master Contract Usage Agreements](#)
- [Oregon Coop Members](#)

Current Documents

- [Armor Express Pricing & Distributors](#)

Historical Documents Resources

- [Contract Comments](#)
- [Vendor and Contract Performance Feedback](#)

- [GH Armor Pricing & Distributors](#)
- [KDH Pricing & Distributors](#)
- [Point Blank Pricing & Distributors](#)
- [Pricing & Ordering](#)
- [Propper Pricing & Distributors](#)
- [Safariland Pricing & Distributors](#)
- [Survival Armor Pricing & Distributors](#)
- [US Armor Pricing & Distributors](#)
- [Contract & Amendments](#)

Contractors	OMWBE	Veteran	Small Business
CENTRAL LAKE ARMOR EXPRESS, INC. - W23711		N	N
GH ARMOR SYSTEMS INC. - W20584		N	N
KDH DEFENSE SYSTEMS, INC - W58875		N	N
POINT BLANK ENTERPRISES - W23676		N	N
PROPPER INTERNATIONAL SALES, INC. - w65521		N	N
SAFARILAND, LLC - W23137		N	N
SURVIVAL ARMOR, INC - W21063		N	N
US ARMOR CORPORATION - W7356		N	N

M=OMWBE Certified Minority Owned W=OMWBE Certified Women Owned MW=OMWBE Certified Minority Women Owned

[NASPO ValuePoint](#)

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. [List of current NASPO ValuePoint contracts](#)

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

09/17/2018

Date Rec'd

9/5/2018

Clerk's File #

OPR 2018-0577

Renews #Cross Ref #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR PENDING

Agenda Item Name

6200 MICHAEL LOVE LAW FIRM, PLLC

Agenda Wording

Contract with Michael Love Law Firm, PLLC to provide legal services for the Spokane LEOFF I Firefighters' Pension Board, not to exceed \$50,000, commencing May 1, 2018 and remaining in effect until terminated.

Summary (Background)

The Spokane LEOFF I Firefighters' Pension Board has periodic need for advice and representation in legal matters regarding the LEOFF I retirement plan. Michael Love Law Fire, PLLC has special expertise with LEOFF I retirement systems. On December 7, 2017, the Spokane Firefighters' Pension Board took action to hire Michael Love as the Board's legal counsel.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 50,000

6200-85020-17210-54201-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

cshisler@spokanecity.org

For the Mayor

SANDERS, THERESA

mike@michaellovelaw.com

Additional Approvals

contract accounting

Purchasing

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, located at 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3316, as "City," and Michael Love Law Firm, PLLC, a Washington State professional corporation, whose principal address is 905 W Riverside Avenue, Suite 404, Spokane, WA, 99201, as "Michael Love Law Firm, PLLC" as "Firm."

The parties agree as follows:

1. **PERFORMANCE.** The Firm shall act as SPECIAL COUNSEL, representing the LEOFF I Firefighters' Pension Board.
2. **CONTRACT TERM.** The contract shall begin May 1, 2018, and shall continue until terminated.
3. **FEES AND COSTS.** For the work under this Agreement, the Firefighters' Pension Fund shall pay the Firm as sole compensation for the legal services rendered hereunder, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rate for the appropriate attorney as set forth on Exhibit A attached hereto. While the attorney so identified will be the primary attorney handling this matter, the Firm may, from time to time with the City's consent as to individuals assigned and billing rates, assign other attorneys to work on it. Expenses for copying will be billed at an amount not to exceed \$0.18 per page (black & white) or \$1.00 per page (color). The total contract shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000) for everything furnished and done under this contract. The rates charged will be those in effect at the time the work is performed. The Firm's rates are based upon an individual's experience and expertise. The rates set forth in Exhibit A shall remain in effect through at least December 31, 2019. Thereafter, the Firm's rates shall be reviewed annually and may be adjusted via amendment, as provided under Section 7, below.
4. **PAYMENT.** The Firm shall send its applications for payment to the LEOFF I Firefighters' Pension, 808 West Spokane Falls Boulevard, Suite 604, Spokane, Washington 99201. Payments will be made within thirty (30) days after receipt of the Firm's application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENT. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
9. TERMINATION. Either party reserves the right to terminate this agreement for any reason upon thirty (30) days written notice. In the event of termination the Firefighters' Pension Fund shall pay, the Firm for all work previously authorized and performed prior to the termination date.
10. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.
11. AUDIT / RECORDS. The Firm and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. The Firm and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.
12. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, WA.
13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

14. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The Firm shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

15. INSURANCE. During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- 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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; 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 \$51,000,000 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 contract. The coverage must remain in effect for at least two [2] years after the contract 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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. LIABILITY. The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

17. INDEMNIFICATION. The FIRM shall indemnify the CITY for only that portion of any liability that is caused by any negligent error, or negligent act or omission by the FIRM with regard to the legal work it has done for the CITY, as such liability is finally determined after trial and any appeal thereof. If the FIRM is alleged to have any liability for a shared or joint negligent error, act or omission of the FIRM and the CITY, the FIRM'S indemnification obligation to the CITY shall be apportioned on a comparative fault basis, and the FIRM shall not be required to indemnify the CITY for any amount in excess of the FIRM'S own comparative fault as finally determined after trial and any appeal thereof. The CITY shall not have comparative fault for selection, administration, monitoring, or controlling the FIRM, or in approving or accepting the FIRM'S work. This article shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the FIRM. This indemnification is not intended to, and does not, alter or interfere with any duties that the FIRM may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the CITY and no third party beneficiary or other rights shall be created under this provision. If and when a claim or lawsuit is brought against the CITY, and if the CITY requests the FIRM to defend the CITY in regard to the lawsuit, the FIRM agrees to consider in good faith such a request. If the FIRM does not agree to defend the CITY in the lawsuit but the FIRM is ultimately found liable in a lawsuit for any negligent error, act or omission by the FIRM with regard to the legal work the FIRM has performed for the Retirement Board, then the FIRM shall reimburse the CITY for the portion of the CITY'S defense costs which are attributable to the negligent error, act or omission of the FIRM.

Dated: _____

CITY OF SPOKANE

By: _____
Michael C. Ormsby
City Attorney

Attest: _____
City Clerk

Dated: _____

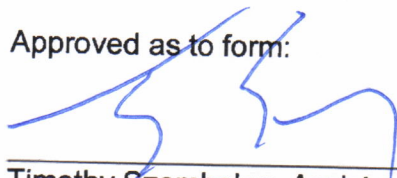
Michael Love Law Firm, PLLC.

City of Spokane Business License No.
xxxxxxxxxxxxxx

E-Mail address, if available:
mike@michaellovelaw.com

By: Michael B. Love
Michael B. Love
Title: Shareholder

Approved as to form:



Timothy Szambelan, Assistant City Attorney
City of Spokane

EXHIBIT "A"

RATE SCHEDULE

In effect for calendar years 2018 and 2019

FEES

NAME	RATE
Michael Love	\$225.00 per hour

COSTS AND DISBURSEMENTS

A variety of costs may be incurred in the course of the Firm's representation of the Firefighters' Pension Board's interests. These may include charges for long distance telephone, delivery or messenger services, faxing, photocopying, travel expenses, filing fees, court reports, transcripts, witness fees, process of service, and the use of other service providers, such as expert witnesses and court reporters. The Firm may also charge for computerized legal research services, as the use of such services greatly reduces lawyer research time and thus assists in controlling the cost to the Firefighters' Pension Board.

Any disbursements advanced by the Firm are done so as a courtesy to the Firefighters' Pension Board and to expedite performance— Firefighters' Pension Board is liable for all advanced disbursements. Billing for such costs may lag the actual expenditures because of delays in the receipt of third-party bills and the posting of accounts. In certain circumstances, the Firm may request that Firefighters' Pension Board pay expenses directly to a service provider.

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

09/17/2018

Date Rec'd

9/5/2018

Clerk's File #

OPR 2018-0578

Renews #Cross Ref #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR PENDING

Agenda Item Name

6300 MICHAEL LOVE LAW FIRM PLLC

Agenda Wording

Contract with Michael Love Law Firm, PLLC to provide legal services for the Spokane LEOFF I Police Pension Board, not to exceed \$50,000, commencing May 1, 2018 and remaining in effect until terminated.

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Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 50,000

6300-85030-17210-54201-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

cshisler@spokanecity.org

For the Mayor

SANDERS, THERESA

mike@michaellovelaw.com

Additional Approvals

contract accounting

Purchasing

PERSONAL SERVICES CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, located at 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3316, as "City," and Michael Love Law Firm, PLLC, a Washington State professional corporation, whose principal address is 905 W Riverside Avenue, Suite 404, Spokane, WA, 99201, as "Michael Love Law Firm, PLLC" as "Firm."

The parties agree as follows:

1. **PERFORMANCE.** The Firm shall act as SPECIAL COUNSEL, representing the LEOFF I Police Pension Board.
2. **CONTRACT TERM.** The contract shall begin May 1, 2018, and shall continue until terminated.
3. **FEES AND COSTS.** For the work under this Agreement, the Police Pension Fund shall pay the Firm as sole compensation for the legal services rendered hereunder, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rate for the appropriate attorney as set forth on Exhibit A attached hereto. While the attorney so identified will be the primary attorney handling this matter, the Firm may, from time to time with the City's consent as to individuals assigned and billing rates, assign other attorneys to work on it. Expenses for copying will be billed at an amount not to exceed \$0.18 per page (black & white) or \$1.00 per page (color). The total contract shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000) for everything furnished and done under this contract. The rates charged will be those in effect at the time the work is performed. The Firm's rates are based upon an individual's experience and expertise. The rates set forth in Exhibit A shall remain in effect through at least December 31, 2019. Thereafter, the Firm's rates shall be reviewed annually and may be adjusted via amendment, as provided under Section 7, below.
4. **PAYMENT.** The Firm shall send its applications for payment to the LEOFF I Police Pension, 808 West Spokane Falls Boulevard, Suite 604, Spokane, Washington 99201. Payments will be made within thirty (30) days after receipt of the Firm's application.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENT. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
9. TERMINATION. Either party reserves the right to terminate this agreement for any reason upon thirty (30) days written notice. In the event of termination the Police Pension Fund shall pay, the Firm for all work previously authorized and performed prior to the termination date.
10. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.
11. AUDIT / RECORDS. The Firm and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. The Firm and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.
12. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, WA.
13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

14. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The Firm shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

15. INSURANCE. During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- 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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; 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 \$51,000,000 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 contract. The coverage must remain in effect for at least two [2] years after the contract 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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. LIABILITY. The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

17. INDEMNIFICATION. The FIRM shall indemnify the CITY for only that portion of any liability that is caused by any negligent error, or negligent act or omission by the FIRM with regard to the legal work it has done for the CITY, as such liability is finally determined after trial and any appeal thereof. If the FIRM is alleged to have any liability for a shared or joint negligent error, act or omission of the FIRM and the CITY, the FIRM'S indemnification obligation to the CITY shall be apportioned on a comparative fault basis, and the FIRM shall not be required to indemnify the CITY for any amount in excess of the FIRM'S own comparative fault as finally determined after trial and any appeal thereof. The CITY shall not have comparative fault for selection, administration, monitoring, or controlling the FIRM, or in approving or accepting the FIRM'S work. This article shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the FIRM. This indemnification is not intended to, and does not, alter or interfere with any duties that the FIRM may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the CITY and no third party beneficiary or other rights shall be created under this provision. If and when a claim or lawsuit is brought against the CITY, and if the CITY requests the FIRM to defend the CITY in regard to the lawsuit, the FIRM agrees to consider in good faith such a request. If the FIRM does not agree to defend the CITY in the lawsuit but the FIRM is ultimately found liable in a lawsuit for any negligent error, act or omission by the FIRM with regard to the legal work the FIRM has performed for the Retirement Board, then the FIRM shall reimburse the CITY for the portion of the CITY'S defense costs which are attributable to the negligent error, act or omission of the FIRM.

Dated: _____

CITY OF SPOKANE

By: _____
Michael C. Ormsby
City Attorney

Attest: _____
City Clerk

Dated: _____

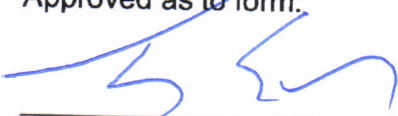
Michael Love Law Firm, PLLC.

City of Spokane Business License No.
xxxxxxxxxxxxx

E-Mail address, if available:
mike@michaellovelaw.com

By: Michael B. Love
Michael B. Love
Title: Shareholder

Approved as to form:



Timothy Szambelan, Assistant City Attorney
City of Spokane

EXHIBIT "A"

RATE SCHEDULE

In effect for calendar years 2018 and 2019

FEES

NAME

Michael Love

RATE

\$225.00 per hour

COSTS AND DISBURSEMENTS

A variety of costs may be incurred in the course of the Firm's representation of the Police Pension Board's interests. These may include charges for long distance telephone, delivery or messenger services, faxing, photocopying, travel expenses, filing fees, court reports, transcripts, witness fees, process of service, and the use of other service providers, such as expert witnesses and court reporters. The Firm may also charge for computerized legal research services, as the use of such services greatly reduces lawyer research time and thus assists in controlling the cost to the Police Pension Board.

Any disbursements advanced by the Firm are done so as a courtesy to the Police Pension Board and to expedite performance— Police Pension Board is liable for all advanced disbursements. Billing for such costs may lag the actual expenditures because of delays in the receipt of third-party bills and the posting of accounts. In certain circumstances, the Firm may request that Police Pension Board pay expenses directly to a service provider.

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

09/17/2018

Date Rec'd

9/5/2018

Clerk's File #

OPR 2018-0579

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

MICHAEL ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

6100 OGLETREE, DEAKINS, NASH, SMOAK & STEWART CONTRACT

Agenda Wording

Contract with Ogletree, Deakins, Nash, Smoak & Stewart to provide legal services for the Spokane Employees' Retirement System, not to exceed \$100,000, commencing January 1, 2018 and remaining in effect until terminated.

Summary (Background)

The Spokane Employees' Retirement System has periodic need for advice and representation in legal matters regarding the City's defined benefit plan. Ogletree, Deakins, Nash, Smoak & Stewart has special expertise with municipal retirement systems.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 100,000

6100-85010-17210-54201-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

cshisler@spokanecity.org

For the Mayor

SANDERS, THERESA

lorne.dauenhauer@ogletree.com

Additional Approvals

contract accounting

Purchasing

CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, located at 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3316, as "City," and Ogletree, Deakins, Nash, Smoak & Stewart, P.C., a South Carolina professional corporation, whose principal address is 222 SW Columbia Street, Suite 1500, Portland, OR, 97201, as "Ogletree, Deakins, Nash, Smoak & Stewart," as "Firm."

The parties agree as follows:

1. **PERFORMANCE**. The Firm shall act as SPECIAL COUNSEL, representing the Spokane Employees' Retirement System (SERS) in issues regarding the City's retirement system.
2. **CONTRACT TERM**. The contract shall begin January 1, 2018, and shall continue until terminated.
3. **FEES AND COSTS**. For the work under this Agreement, SERS shall pay the Firm as sole compensation for the legal services rendered hereunder, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rate for the appropriate attorney as set forth on Exhibit A attached hereto. While the attorneys so identified will be the primary attorneys handling this matter, the Firm may, from time to time with the City's consent as to individuals assigned and billing rates, assign other attorneys to work on it. Expenses for copying will be billed at an amount not to exceed \$0.18 per page (black & white) or \$1.00 per page (color). The total contract shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) for everything furnished and done under this contract. The rates charged will be those in effect at the time the work is performed. The Firm's rates are based upon an individual's experience and expertise. The rates set forth in Exhibit A shall remain in effect through at least December 31, 2019. Thereafter, the Firm's rates shall be reviewed annually and may be adjusted via amendment, as provided under Section 7, below.

4. PAYMENT. The Firm shall send its applications for payment to the Spokane Employees' Retirement System, 808 West Spokane Falls Boulevard, Suite 604, Spokane, Washington 99201. Payments will be made within thirty (30) days after receipt of the Firm's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENT. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
9. TERMINATION. Either party reserves the right to terminate this agreement for any reason upon thirty (30) days written notice. In the event of termination the SERS shall pay, the Firm for all work previously authorized and performed prior to the termination date.
10. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.
11. AUDIT / RECORDS. The Firm and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. The Firm and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.
12. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, WA.

13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

14. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The Firm shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

15. INSURANCE. During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- 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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; 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 \$5,000,000 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 contract. The coverage must remain in effect for at least two [2] years after the contract 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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include

applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. LIABILITY. The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

17. INDEMNIFICATION. The FIRM shall indemnify the CITY for only that portion of any liability that is caused by any negligent error, or negligent act or omission by the FIRM with regard to the legal work it has done for the CITY, as such liability is finally determined after trial and any appeal thereof. If the FIRM is alleged to have any liability for a shared or joint negligent error, act or omission of the FIRM and the CITY, the FIRM'S indemnification obligation to the CITY shall be apportioned on a comparative fault basis, and the FIRM shall not be required to indemnify the CITY for any amount in excess of the FIRM'S own comparative fault as finally determined after trial and any appeal thereof. The CITY shall not have comparative fault for selection, administration, monitoring, or controlling the FIRM, or in approving or accepting the FIRM'S work. This article shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the FIRM. This indemnification is not intended to, and does not, alter or interfere with any duties that the FIRM may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the CITY and no third party beneficiary or other rights shall be created under this provision. If and when a claim or lawsuit is brought against the CITY, and if the CITY requests the FIRM to defend the CITY in regard to the lawsuit, the FIRM agrees to consider in good faith such a request. If the FIRM does not agree to defend the CITY in the lawsuit but the FIRM is ultimately found liable in a lawsuit for any negligent error, act or omission by the FIRM with regard to the legal work the FIRM has performed for the Retirement Board, then the FIRM shall reimburse the CITY for the portion of the CITY'S defense costs which are attributable to the negligent error, act or omission of the FIRM.

Dated: _____

CITY OF SPOKANE

By: _____

Michael C. Ormsby
City Attorney

Attest: _____
City Clerk

Dated: _____

Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.

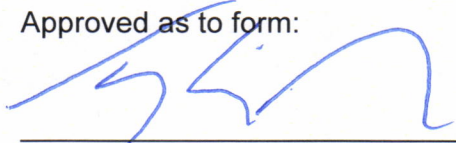
City of Spokane Business License No.
T12114177BUS

E-Mail address, if available:
lorne.dauenhauer@ogletree.com

By: 
Lorne O. Dauenhauer

Title: Shareholder

Approved as to form:



Timothy Szambelan, Assistant City Attorney
City of Spokane

EXHIBIT "A"

RATE SCHEDULE

In effect starting May 1, 2018 through December 31, 2019

FEES

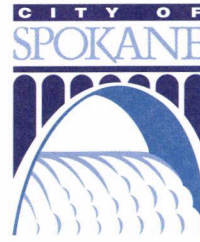
NAME	RATE
Lorne Dauenhauer	\$450.00 per hour
Kristine Bingman	\$395.00 per hour

COSTS AND DISBURSEMENTS

A variety of costs may be incurred in the course of the Firm's representation of the SERS' interests. These may include charges for long distance telephone, delivery or messenger services, faxing, photocopying, travel expenses, filing fees, court reports, transcripts, witness fees, process of service, and the use of other service providers, such as expert witnesses and court reporters. The Firm may also charge for computerized legal research services, as the use of such services greatly reduces lawyer research time and thus assists in controlling the cost to the SERS.

Any disbursements advanced by the Firm are done so as a courtesy to the SERS and to expedite performance—SERS is liable for all advanced disbursements. Billing for such costs may lag the actual expenditures because of delays in the receipt of third-party bills and the posting of accounts. In certain circumstances, the Firm may request that SERS pay expenses directly to a service provider.

041347.000001.34095539.1



CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3327
509.625.6250

September 6, 2018

Council President Ben Stuckart
& Members of the City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RECEIVED

SEP 06 2018

CITY CLERK'S OFFICE

RE: Ordinance C35668 Relating to creating a Sustainability Action Commission, describing its composition, and stating its goals, duties, and functions; amending SMC sections 15.05.050 and 15.05.060; and enacting a new chapter 04.36 to the Spokane Municipal Code.

Dear Council President Stuckart & City Council Members,

Together, we have made sustainable infrastructure a priority and have received national recognition for our efforts. Our joint focus has been on actions that are environmentally and financially responsible - always with an eye to the fragile economic condition of the citizens we serve. We remain dedicated to adding more renewable power generation and are exploring options for additional investments in "smart" technology, such as adding solar energy generation to City-owned facilities. We are a national leader in our approach to improving the health of the Spokane River, and we continue to invest in effective water conservation programs that help lead the way to addressing PCBs in our watershed. Together, we have created a culture that represents innovative, continuous improvement and a desire to leave the City's environment better than we found it. We can take great pride in having achieved these outcomes.

The ordinance creates a Sustainability Action Committee and sets a community wide goal of achieving 100 percent renewable energy for electricity by 2030. These goals, while laudable, are both unaffordable and unattainable and could expose the City to unnecessary liability. While City Councilmembers have stated that the intent of the ordinance is to create a committee that is only advisory, and a goal that is only aspirational, the extensive charter for the committee which is outlined in the ordinance, and the specificity of the language throughout, conveys a very different intent. In an email from 350 Spokane, they purport that the "Sustainability Action Committee "will develop concrete plans for climate resilience, mandated greenhouse gas emission reductions, and the goal of 100 percent renewable electricity by 2030." Clearly mandates are more than aspirational goals.

Notwithstanding the laudable intentions of the proposed Ordinance, as I communicated to you on August 17th my concerns remain as follows:

This proposed ordinance details a dramatic shift in responsibility from City of Spokane professional staff to a non-elected committee of citizens as directed in section 4.36.010. The committee's listed tasks are not advisory in nature; in fact, the committee is charged with developing a variety of plans to lead City operational decisions. They are directed to consult with

all divisions and departments within the City, recommend positions for legislative advocacy at the state and federal levels, and recommend strategies on issues far beyond the City's sphere of influence like reducing wildfires and helping our power utility increase its renewable portfolio. The ordinance also misdirects the committee to do the work of the City's professional staff and directs our professional staff to oversee the work of the committee. There is no provision that indicates that the committee is advisory. And in no case can any committee direct operational staff.

This program is not an element of our collaborative Strategic Plan. We worked together to build a joint Strategic Plan to focus our work. I am committed to delivering on that plan. We have a number of goals around sustainability measures, including water conservation, strategic use of the energy we already produce, and efforts to advance our Smart City initiatives. The Strategic Plan identified the work we jointly decided was most important. Both our operational budget and our six year capital budget were built around these priorities; we have not set aside funding for this work.

Fiscal analysis around this proposal is lacking. My financial concerns are twofold; I am concerned equally about increasing the City's cost to operate as well as the financial impact on our citizens, particularly our most financially vulnerable families. The comprehensive tasks of the committee suggests an annual work plan similar to that of the Plan Commission, which requires hundreds of hours of staff time to complete each year. Moreover, the financial impact analysis required by Section 04.36.040 A includes undefined concepts such as "negative externalities."

Additionally, the lost revenue that will be incurred under Section 15.050.050, requiring building and construction permit fees for the installation of electric vehicle charging stations to be waived for example, creates further uncertainty and substantiates my concerns about costs which should have been outlined in a fiscal impact statement, which is required by City Council, on the coversheet for the ordinance.

The ordinance also creates uncertainty regarding the cost implications for the City to purchase electricity. Dramatic new investments in new energy generation will lead to higher prices—potentially significantly higher prices. The analysis of published rates has shown that our local power utility provider currently does not produce enough renewable energy to supply their current customers. Compliance with the ordinance would require the purchase of Renewable Energy Certificates. In 2017, the cost was about \$8.3 million for electricity to run City government operations. Under the available credit program, the City would need to spend about \$21 million more each year for a total of nearly \$30 million a year.

We must make good on our promise to hold utility rates to modest inflationary increases. We all – City Council and Administration together – crafted a vision to keep yearly increases in our citizens' utility bills affordable. I have strong concern for the financial health of our citizens and businesses along with the competitiveness of our community as we work to grow, create jobs, ensure affordable housing options, and continue strategic investments in critical local

government services. The City doesn't generate the power that serves the broader community, it doesn't sell that power to residential and commercial customers, and it doesn't pay the bills that ultimately are the burden of families and businesses. Many of the financial impacts of the proposed goal will be out of the control of City government, and we will have no ability to offer financial protections for our citizens.

Median household income in our community has increased in recent years and now sits at \$45,676. Although that is the highest MHI we have seen for the City of Spokane, it remains well below our United Way ALICE (Asset Limited, Income Constrained, and Employed) amount of \$54,000. Our focus on affordability of government remains a top priority and all decisions like this must consider our citizens' ability to pay. We have endeavored together to hold down City utility rates for water, sewer and garbage, limiting increases to 2.9 percent annually. While the citizen cost estimates of the 2030 goal have yet to be fleshed out, the initial analysis suggests that, to achieve the 2030 goal, utility bills would increase by several hundred dollars each month for the average household.

Our overall environmental achievements are the envy of cities across the country and are still affordable. The effort requires considerably more time for broader community engagement and refinement. We continue to make incredible progress in the areas of sustainability, conservation and environmental remediation and protection.

I am committed to working collaboratively with City Council members and our community to set priorities for appropriate planning and investments in environmental stewardship – this can include setting up a sustainability advisory committee to advise, collaborate with, and monitor our work. We have that history and I look forward to continuing this important work. After careful consideration, I have chosen to veto Ordinance C35668, as it threatens our ability to deliver on our environmental priorities at a cost our citizens can afford.

Sincerely,

A handwritten signature in blue ink, appearing to read "David A. Condon", with a large, stylized initial "D" and a flourish at the end.

David A. Condon
Mayor



Agenda Sheet for City Council Meeting of:
08/13/2018

Date Rec'd	7/26/2018
Clerk's File #	ORD C35668
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN 625269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 SUSTAINABILITY ACTION COMMISSION ORDINANCE

Agenda Wording

An ordinance creating a Sustainability Action Commission, describing its composition, and stating its goals, duties, and functions; amending SMC sections 15.05.050 and 15.05.060; and enacting a new chapter 04.36 to the Spokane Municipal Code.al Code.

Summary (Background)

This ordinance: Creates an eleven member Sustainability Action Commission and establishes its duties and appointment process. Duties include: developing plans to achieve renewable energy goals, updating the Sustainability Action Plan, developing an overall climate action plan, working with City staff to identify and recommend sustainable policies, and partnering with local utilities to identify ways to meet renewable energy goals.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PIES July 23rd
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	Tony Dinard
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

FIRST READING OF THE ABOVE
ORDINANCE HELD ON
8/13/2018
AND FURTHER ACTION WAS DEFERRED
[Signature]
CITY CLERK

PASSED BY
SPOKANE CITY COUNCIL:
August 20, 2018
[Signature]
CITY CLERK
Acty

ORDINANCE NO. C35668

An ordinance creating a Sustainability Action Committee, describing its composition, and stating its goals, duties, and functions; amending SMC sections 15.05.050 and 15.05.060; and enacting a new chapter 04.36 to the Spokane Municipal Code.

WHEREAS, the extraction and combustion of fossil fuels are significant sources of greenhouse gas emissions and major contributors to climate change and pollution; and;

WHEREAS, local, regional, and global economies are transitioning to low-carbon energy sources, and businesses are leaders in providing energy efficiency and renewable energy technologies and services; and

WHEREAS, the future of the fossil fuel industry is questionable given global action to reduce greenhouse gas emissions; and

WHEREAS, changes in Spokane's climate are already being felt; and

WHEREAS, scientists found that climate change poses a significant threat to Washington's economy and impacts that are likely to include longer and more intense wildfire seasons, diminished fish and wildlife habitat, changes in precipitation patterns that will affect agriculture and hydro-electric energy generation, and increased disease vectors and invasive species; and

WHEREAS, Spokane's climate future is expected to be characterized by hotter, drier summers with more high-heat days, earlier springs with rapid snowpack melt, and warmer winters with more intense rain events; and

WHEREAS, the entire community will be impacted by climate change, but communities that already face existing socioeconomic and health inequities will be most severely impacted by these risks; and

WHEREAS, the Spokane City Council in 2017 adopted by ordinance (No. C35519) an acknowledgment of human-caused climate change; and

WHEREAS, for thousands of years, indigenous peoples have called home what we now recognize as Spokane. We must respect this as native land, and in doing so act as its caretakers; and

WHEREAS, federally recognized tribal governments have a distinctive legal and political status separate from other sovereigns. Spokane therefore, has a unique responsibility to consult with, at a minimum, federally recognized tribal governments and urban Native American communities; and

WHEREAS, in 2017 the Spokane City Council officially adopted the City's Sustainability Action Plan by ordinance (No. C35519) including a recommitment to the City's Greenhouse Gas Reduction Goals; and

WHEREAS, Spokane's first priority for meeting energy needs is energy efficiency, and the City remains committed to acquiring at a minimum all cost-effective energy efficiency available with a particular focus on achieving energy efficiency in low-income housing; and

WHEREAS, the economic opportunities presented by a clean energy transition far outweigh the opportunities to expanding the fossil fuel economy; and

WHEREAS, one sector alone, solar energy, accounts for over 300,000 jobs in the United States; and

WHEREAS, communities of color and low-income populations have been historically underserved by programs and investments and under-represented in decision making on climate policy; and

WHEREAS, cities and states are developing strategies to engage low-income populations and communities of color, minimize harms and hazards, and ensure economic, social, and environmental benefits are shared; and

WHEREAS, community-based development of environmental infrastructure, is an emerging and underutilized best practice for ensuring that economic, social, and environmental benefits are led and shared by low-income populations and communities of color and warrants further increased private capacity building investments in community facing organizations; and

WHEREAS, it is imperative that energy consumers and the utilities serving them take early action to reduce carbon emissions and shift to renewable energy; and

WHEREAS, achieving these goals will require action at all levels: individual, family, neighborhood, community, local, regional, state and federal governments, businesses and utilities; and

WHEREAS, "renewable energy" specifically excludes energy derived from fossil fuels, nuclear, and biomass energy from (i) wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenic and (ii) non-residual wood from standing trees; and

WHEREAS, any forest biomass energy project requires special consideration to ensure that ecosystem health is not harmed, that the project does not result in increased life-cycle carbon emissions, and that air quality and fish habitat is not degraded; and

WHEREAS, renewable energy must also be sustainable, both in terms of the conservation of fish and wildlife habitat and in the promotion of human health and racial, environmental, and economic justice, and therefore reliance on existing hydroelectric power requires special consideration to reduce negative ecological impacts to biological systems dependent on the affected watersheds; and

WHEREAS, access to the financial and environmental benefits of renewable energy must be shared equitably across all economic classes, and this can be achieved through such mechanisms as community-based development of renewable energy infrastructure, equitable pricing structures, community solar programs with low-income communities, and non-profit organization leadership; and

WHEREAS, the renewable energy economy presents opportunities for workers in manufacturing, construction, and service sector and it is essential that workers play a role in helping drive innovation towards cleaner energy economies while creating and maintaining family-sustaining jobs; and

WHEREAS, local, state, tribal and federal government should adjust their laws and spending to encourage investment in energy efficiency, rooftop solar, low income community solar and should demand control technologies offer the opportunity to redistribute resources address poverty, stimulate new economic activity, and lift up those most impacted by high energy costs; and

WHEREAS, the benefits of affordability programs can ease the energy burden on low-income households, fostering equality as a percent of household incomes and preventing disconnections, and thus mitigate the impacts of price spikes and the cost of implementing renewable programs; and

WHEREAS, improving transit service to be less costly, readily accessible to all, use clean fuels, and especially available to low-income neighborhoods, will bring not only significant greenhouse gas reductions but also improve access to employment opportunities; and

WHEREAS, the construction of new fossil fuel infrastructure or expanded reliance on fossil fuels in utility resource mixes adversely impacts a renewable energy powered future and creates financial risk to customers through potential stranded assets; and

WHEREAS, energy conservation is critical to reducing fossil fuel demand, and increasing green infrastructure such as urban tree canopy, green streets, green roofs and other natural resource focused strategies are effective strategies to reduce energy consumption, urban heat island impacts and address disparities in the impacts of climate change on vulnerable communities; and

WHEREAS, the transportation sector accounts for a significant percent of greenhouse gas emissions in our community, and significant reductions in emissions from transportation are essential to achieving our climate-protection goals; and

WHEREAS, electrifying car, truck, and bus fleets will bring environmental and economic benefits to local residents, including lower cost transportation options for low income households; and

WHEREAS, local educational institutions (high schools, community colleges, universities), community-based job training programs, apprenticeship programs, and on-the-job training providers are well situated to train the professionals who will design, implement, install, retrofit, and maintain the renewable energy infrastructure of the future; and

WHEREAS, equitably distributed solar energy paired with energy storage will build disaster resilience into our communities; and

WHEREAS, the challenge of climate change involves both short-, medium-, and long-term challenges, it is vital that the City pursue practical strategies that match each of these timescales.

WHEREAS, the City generates more than 100% of the amount of electricity it uses in City operations from renewable energy through at its waste to energy plant and its hydro facility.

NOW, THEREFORE, BE IT RESOLVED, the City of Spokane will develop as part of an updated Sustainability Action Plan a Climate Action Plan to achieve an aspirational strategic goal of 100 percent renewable energy for the City's community electricity supply by 2030.

NOW, THEREFORE, BE IT FURTHER RESOLVED, since the threat of a changing climate is urgent, while the Sustainability Action Committee updates the Sustainability Action Plan, the Committee will at the same time identify three to five strategies to recommend to the Mayor and Council for immediate adoption to help plan for climate resilience, achieve City and State mandated greenhouse gas emission reductions, and support the City's aspirational strategic goal of 100 percent renewable electricity by 2030.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City of Spokane does ordain:

Section 1. That there is adopted a new chapter 04.36 of the Spokane Municipal Code to read as follows:

Chapter 04.36 Sustainability Action Committee

Section 04.36.005 Definitions

- A. "Community-based renewable energy" shall mean energy that comes from resources which are naturally replenished on a human timescale, is created within the community or nearby region, and is used primarily (not necessarily fully) within the community.
- B. "Community-wide electricity" shall be defined by the Spokane Urban Growth Area boundary, as defined by the City Comprehensive Plan.
- C. "Renewable energy" shall mean energy from wind power; solar; existing and low-impact hydroelectric; geothermal; waste-to-energy sourced almost entirely from non-fossil fuel based waste; biomass energy from
 - 1. organic by-products of pulping and the wood manufacturing process,
 - 2. animal manure,
 - 3. forest or field residues,
 - 4. untreated wooden demolition or construction debris,
 - 5. food waste and food processing residuals, and
 - 6. liquors derived from algae; hydrogen from non-fossil fuel sources; and gas captured from renewable sources like wastewater treatment facilities, landfill gas, dairies and others. Renewable energy excludes energy derived from fossil fuels, nuclear, and biomass energy from
 - a. wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenic and
 - b. non-residual wood from standing trees.

Section 04.36.010 Duties and Functions

- A. The Sustainability Action Committee ("Committee") shall have the following duties and functions:
 - 1. update the Sustainability Action Plan ("Plan") and its subsequent action plans at least every five years.
 - 2. develop, as part of the Plan, an action plan to achieve the City's strategic goal of 100% renewable energy for the city of Spokane's community electricity supply by no later than 2030, while identifying any economic, regulatory or technological challenges involved in attaining that objective.
 - 3. develop, as part of the Plan, a climate action plan to meet or exceed the City and Washington State mandated greenhouse gas emission reduction targets and secure climate stability (mitigation) and plan for climate resilience (adaptation).
 - 4. consult with all City divisions and departments to recommend to the Mayor and Council code or policy changes for Council consideration that advance

the policies set forth in the Plan.

5. identify ways in which the City can assist energy utilities to help advance the City's renewable energy goals.
6. identify ways the City can expand green infrastructure strategies to reduce energy demand.
7. identify strategies to prevent and reduce the risk of wildfires.
8. identify opportunities and advocate for the development of community-based renewable energy infrastructure to achieve a goal of meeting at least 10 percent of overall community-wide energy needs (including transportation, heating, and electricity) via such infrastructure by 2035.
9. recommend to the Mayor and Council ways in which the City can assist local colleges, labor groups and workforce development agencies in the creation and development of training and retraining programs to assist workers displaced by implementation of the Plan.
10. identify strategies to assist community organizations looking to maximize energy efficiency.
11. identify strategies to limit the impacts of climate change in vulnerable communities and recommend to the Mayor and Council policies to reduce the cost-burden to low-income citizens as a result of implementing the Sustainability Action Plan.
12. work with City elected officials to advocate and submit appropriate written comments to appropriate bodies in support of the City's sustainability goals, including the Washington State Legislature, Federal agencies, and the Washington Utilities and Transportation Commission.

Section 04.36.020 Membership

- A. The Commission shall consist of eleven voting members (11), who shall serve without compensation. The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels, races, ages, and expertise with the objective of implementing the Plan. To achieve that purpose, it may include but is not limited to:
 1. At least one and not more than two members of 2009 Mayor's Task Force on Sustainability;

2. At least one and not more than two representatives of an energy utility serving customers in the city of Spokane;
 3. At least one faculty member from a local college or university with expertise in sustainability action planning or climate change;
 4. At least one and not more than two members or representatives of local or regional business or technology companies with a history of implementing sustainability initiatives; and
 5. At least one and not more than two representatives of the public health community knowledgeable about climate change related health impact; and
 6. At least one and not more than two members or representatives of local environmental or climate action advocacy groups; and
 7. At least one and not more than two representatives of low-income citizens;
 8. At least one member with knowledge, experience, and/or education in the fields of finance or economics; and
 9. One member of the City Council may serve on the Sustainability Action Committee as a non-voting member.
- B. The Committee shall determine its own leadership or governance structure and meeting times and places as it sees fit, except that the Committee's activities are subject to the requirements of Chapter 42.30 RCW (Open Meetings Act).

Section 04.05.030 Appointment and Removal

- A. Committee members are nominated by the Mayor and appointed by the City Council. Three (3) members shall be appointed for an initial term of one (1) year, three (3) members shall be appointed for an initial term of two (2) years, and four (4) members shall be appointed for an initial term of three (3) years. Upon the expiration of the initial terms, a member may receive no more than two subsequent appointments, each for three (3) years.
- B. Committee members appointed by the City Council pursuant to SMC 04.06.030(A) shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No committee member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

Section 04.36.040 Fiscal Impact Analyses Required

- A. The Committee shall undertake financial impact analyses to determine potential economic impact associated with implementing and not-implementing the Plan, including negative externalities. The Committee shall undertake analyses to determine potential economic and fiscal impacts associated with implementing and not-implementing Committee recommendations, including negative externalities.
- B. The Committee shall publish a fiscal impact statement for any proposed code or administrative policy change which will have an impact on city operations.
- C. Any fiscal impact statements or analyses prepared as required by this section shall be published on the City's website.

Section 2. That section 15.05.050 of chapter 15.05 of the Spokane Municipal Code is amended to read as follows:

Section 15.05.050 Electric (~~Vehicle Charging Station Projects~~) Vehicles

- A. The City of Spokane is committed to increasing the purchase, conversion to, and use of alternative vehicle fuels such as biodiesel, natural gas, and electricity.
- B. All City of Spokane building and construction permit fees required for the installation of an electric vehicle charging stations shall be waived until the majority of energy sourced in Washington state is sourced from renewable resources.
- C. The City of Spokane shall assist the Spokane Regional Transportation Council, Spokane Transit Authority, and county and regional governments to transition to electric fleet and other renewable energy-powered public transit options.

Section 3. That there is adopted a new section 15.05.060 to chapter 15.05 of the Spokane Municipal Code to read as follows:

Section 15.05.060 Climate Action Progress Reports

- A. The City shall provide a progress report on the 100% renewable energy and greenhouse gas emissions reduction goals every three years and a comprehensive report that includes reductions to date and the status of reaching the established targets ever five years.
- B. If the City of Spokane is not reaching the 100% renewable energy or greenhouse gas emissions reduction goals, the City shall conduct an analysis of strategies and actions to get the City on track to meet the adopted goals.

PASSED by the City Council on August 20, 2018

9

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

09/17/2018

Date Rec'd

8/29/2018

Clerk's File #

ORD C35677

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**CRYSTAL 625-6369
MARCHAND**Project #****Contact E-Mail**

CMARCHAND@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0410 - MODEL BUSINESS LICENSE ORDINANCE

Agenda Wording

An ordinance relating to business license; amending SMC sections 08.01.020, 08.01.190 and 08.02.0206; and adopting a new section 08.01.195 to Chapter 08.01 of the Spokane Municipal Code.

Summary (Background)

During the 2017 legislative session, the Washington State legislature adopted EHB 2005 relating in part to municipal business licenses. To be in compliance with EHB 2005, the City will be codifying in the Spokane Municipal Code a mandatory definition of "engaging in business" and a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed. The City has elected a fee-free business registration for businesses qualifying under this exemption.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MARCHAND, CRYSTAL

Study SessionFinance & Administration
Committee 8/20/18**Division Director**

STOPHER, SALLY

Other**Finance**

STOPHER, SALLY

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Additional Approvals

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Purchasing**CITY COUNCIL**

MCCLATCHEY, BRIAN

ORDINANCE NO. C35677

An ordinance relating to business license; amending SMC sections 08.01.020, 08.01.190 and 08.02.0206; and adopting a new section 08.01.195 to chapter 08.01 of the Spokane Municipal Code.

WHEREAS, during the 2017 legislative session, the Washington State legislature adopted EHB 2005 relating in part to municipal business licenses; and

WHEREAS, EHB 2005 provided in part that cities are required to adopt as part of their local business license provisions of a model business license ordinance prepared by a task force established pursuant to EHB 2005; and

WHEREAS, the model business license ordinance was finalized and made available to cities in July of 2018; and

WHEREAS, the required provisions of the model ordinance that the City will be codifying in the Spokane Municipal Code in order to be in compliance with EHB 2005 include an mandatory definition of “engaging in business” and a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed; and

WHEREAS, the City has until October 17, 2018 to update its local business license regulations; -- Now, Therefore;

The City of Spokane does ordain:

Section 1. That SMC 08.01.020 is amended to read as follows:

08.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

- A. “Business” includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the city with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.
- B. “Certified B Corporation” means any for-profit company certified by the non-profit B Lab to meet rigorous standards of social and environmental performance, accountability, and transparency.
- C. “Engaging in business” means commencing, conducting, or continuing in business, ~~((including delivery of goods and services;))~~ and also the exercise of

corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

- D. "Gross income" means the total income to the registering entity from engaging in business within the city without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.
- E. "Itinerant Vendor", as used in this section is defined in SMC 10.40.010.
- F. "Nonprofit Corporation" or "Nonprofit Organization" means a corporation, organization or limited liability corporation:
 - 1. Formed and organized under chapter 24.03 RCW, and
 - 2. In accordance with Internal Revenue Code sections 501(c)(3) or 501(c)(4), and as hereafter amended.
 - 3. Where the term nonprofit organization is used, it is meant to include a nonprofit corporation or nonprofit limited liability corporation.
- G. "Personnel" means any person employed by or working for any business located within the city, and/or persons who perform any part of their duties within the city. This includes officer, owner, agent or other staff function.
 - 1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.
 - 2. A sole proprietor, owner and spouse are not counted as personnel.
 - 3. Each part-time or each temporary person must be counted as one personnel.
 - 4. Volunteers are not counted as personnel in determining the business registration fee.
- H. "Registrant" includes any person who:
 - 1. Engages in business,
 - 2. Is required to have a business license and/or registration,
 - 3. Is liable for any license fee, registration fee, or tax, or
 - 4. Performs any act for which a license fee, registration fee, or tax is imposed by this chapter.
- I. "Social Purpose Corporation" means a corporation that has elected to be governed as a social purpose corporation under chapter 23B.25 RCW.

Section 2. That SMC 08.01.190 is amended to read as follows:

08.01.190 Business Registration Fee Reduction

- A. Low Gross Income.
Registrants whose gross income does not exceed eighteen thousand dollars (\$18,000) per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 08.02.0206. The amount stated in this section shall be adjusted annually pursuant to SMC 08.02.0206(G). Any applicant for a reduced fee registration must present sufficient proof of gross income to the city of Spokane taxes and licenses division that income earned from business activities in the city is below the limit required by this section. Proof of income must be shown by a tax return filed within the previous twelve (12) months.
- B. Nonprofit Organizations.
Nonprofit organizations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof of nonprofit status as granted by the state or federal government.
- C. Social Purpose Corporations.
Social Purpose Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof the business is registered as a Social Purpose Corporation in the state of Washington.
- D. Certified B Corporations
Certified B Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof the business is actively certified as a Certified B Corporation.
- E. Fee-Free Business Registration

For purposes of the business registration under chapter 08.01 SMC, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 (or higher threshold as determined by city) and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee, which shall be issued with no fee to the business. The fee-free business registration does not apply to regulatory license requirements or activities that require a specialized permit.

Section 3. That there is adopted a new section 08.01.195 to chapter 08.01 of the Spokane Municipal Code to read as follows:

08.01.195 Engaging in Business Criteria

- A. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in SMC 08.01.020. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
- B. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
 - 1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
 - 2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
 - 3. Soliciting sales.
 - 4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 - 5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 - 6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 - 7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 - 8. Collecting current or delinquent accounts.
 - 9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
 11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
 12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 13. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
 14. Investigating, resolving, or otherwise assisting in resolving customer complaints.
 15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- C. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.
1. Meeting with suppliers of goods and services as a customer.
 2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 4. Renting tangible or intangible property as a customer when the property is not used in the City.

5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
 7. Conducting advertising through the mail.
 8. Soliciting sales by phone from a location outside the City.
- D. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in SMC 08.01.195 B.
- E. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

Section 4. That SMC 08.02.0206 is amended to read as follows:

08.02.0206 Business Registration

- A. A regular business registration basic fee is one hundred thirteen dollars (\$113) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred thirteen dollars (\$113) per twelve-month period.
- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
1. Businesses with fewer than six personnel in total: Ten dollars per person.
 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.

- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- J. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the business registration fees set forth in this section shall be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee stated in SMC 08.02.0206(C).
- K. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date