

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, OCTOBER 8, 2018

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

- | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------|
| 1. | Eighth Amendment to the lease agreement between the Spokane Airport Board and City of Spokane for the Waste to Energy Facility through April 20, 2023—\$136,755.40. (First of three 5-year renewal options.)
Ed Lukas | Approve | OPR 1988-0495 |
| 2. | Recommendation to list the Quality Garage, 1919 E. Sprague Avenue, on the Spokane Register of Historic Places.
Megan Duvall | Approve & Authorize Agreement | OPR 2018-0618 |
| 3. | Accept funding from Spokane County (pass through from Washington Association of Sheriffs and Police Chiefs for the registered sex offender address verification program for FY 2018-2019—\$60,000.
Justin Lundgren | Approve | OPR 2018-0619 |
| 4. | Contract with Four Seasons Services, Inc. (Spokane, WA) for the reconstruction of the drainage swale landscaping on the west side of Crestline Street from 49 th to 53 rd avenues—\$115,000.
David Steele | Approve | OPR 2018-0620 |
| 5. | Contract with Asset Works (Wayne, PA) for a hosting services agreement to operate and maintain computer applications from 2018 through 2023—Total contract amount: \$228,480 (incl. tax).
Michael Sloon | Approve | OPR 2018-0621 |

6. Report of the Mayor of pending: Approve & Authorize Payments CPR 2018-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2018: \$_____. CPR 2018-0003
7. City Council Meeting Minutes: _____, 2018. Approve All CPR 2018-0013
-

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFAIRS OF THE CITY

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS & FINAL READING ORDINANCES

FIRST READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C35680

Relating to the disposition of surplus real property; adopting new sections 12.10.005 and 12.10.050; amending sections 12.10.030 and 12.10.040 of the Spokane Municipal Code.

Council President Stuckart

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for October 8, 2018
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The October 8, 2018, Regular Legislative Session of the City Council is adjourned to October 15, 2018.

NOTES

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

10/08/2018

<u>Date Rec'd</u>	9/21/2018
<u>Clerk's File #</u>	OPR 1988-0495
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 19399
Agenda Item Name	5900 - 8TH AMENDMENT TO LEASE AGREEMENT WITH SPOKANE AIRPORT		

Agenda Wording

8th Amendment to the Lease Agreement dated July 14, 1988 between the Spokane Airport Board and the City of Spokane for the Waste to Energy Facility.

Summary (Background)

The City of Spokane entered into a lease with the Spokane Airport Board in July of 1988 for an initial term of 23 years ending April 2011. The lease provided for the construction and operation of a Waste to Energy facility. Seven subsequent lease amendments modified the rent, parcel size, and lease expiration dates. The 8th lease amendment will extend the current lease for five years to April 20, 2023. The lease has three 5-year renewal options. The annual rent during the ensuing lease

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 136,755.40		# 4490 30210 37141 54501 99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u> F&A 5/21/18
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	eraea@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	rlukas@spokanecity.org
<u>Additional Approvals</u>		jrichman@spokanecity.org
<u>Purchasing</u>		publicworksaccounting@spokanecity.org
		cbrazington@spokanecity.org
		jsalstrom@spokanecity.org
		mdoval@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

renewal period is \$136,755.40 (\$.085 /sf of land) which the City will pay quarterly at \$34,188.85. This rent is the same amount the City has been paying since 2011.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Finance & Administration Committee

Division & Department:	Asset Management / Finance
Subject:	8 th Amendment to WTE Lease
Date:	May 21, 2018
Author (email & phone):	Ed Lukas / elukas@spokanecity.org / x6286
City Council Sponsor:	Candace Mumm
Executive Sponsor:	Tim Dunivant
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan <ul style="list-style-type: none"> Long term lease supporting Waste to Energy facility
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Renew lease for additional 5 years.

Background/History: The City of Spokane entered into a lease with the Spokane Airport Board in July 1988 for an initial term of 23 years ending April 2011. The lease provided for the construction and operation of a Waste to Energy facility. Seven subsequent lease amendments modified the rent, parcel size, and lease expiration dates.

The pending 8th lease amendment will extend the current lease expiration date of May 1, 2018 for 5 years to April 30, 2023. The lease has three 5-year renewal options.

The annual rent during the ensuing lease renewal period is \$136,755.40 (\$.085 /sf of land) which the City will pay quarterly at \$34,188.85. This rent is the same amount the City has been paying since 2011.

Executive Summary:

- 8th Lease amendment extends expiration date from 5/1/18 to 4/30/23.
- No change in annual rent to Spokane Airport Board.
- Annual rent \$136,755.40.
- Lease extension reviewed and recommended by WTE Plant Manager, Chuck Conklin.
- Lease reviewed and approved as to form by City Assistant Attorney, James Richman.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? X Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

EIGHTH AMENDMENT
TO THE LEASE AGREEMENT DATED JULY 14, 1988

THIS EIGHTH AMENDMENT OF LEASE, made and entered into, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and THE CITY OF SPOKANE, hereinafter referred to as "LESSEE".

WITNESSETH THAT:

WHEREAS, the Airport is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT BUSINESS PARK, hereinafter referred to as "Airport Business Park", located in the City and County of Spokane, State of Washington, and operates the same for the promotion, accommodation and development of commercial and industrial purposes, air commerce and transportation; and

WHEREAS, the parties hereto did enter into a Lease Agreement, hereinafter referred to as "Agreement," dated July 14, 1988 and amended November 7, 1988, December 18, 1996, April 18, 2001, August 16, 2006, May 18, 2011, August 17, 2011 and January 26, 2012, whereby Lessee was granted the right to lease certain premises at the Airport Business Park for the purpose of constructing and operating a Waste To Energy Facility "Facility"; and

WHEREAS, the Lessee properly provided notice to exercise its first five (5) year option and Article I - Term; Article II - Options to Renew; Article IV - Rent and Article V - Rental Adjustments, shall be amended; and

NOW, THEREFORE, in consideration of the Premises provided herein, the rights and privileges and the mutual covenants and conditions herein contained and other valuable considerations, the parties hereto agree, for themselves, their successors and assigns, that the Agreement shall be amended as follows, effective May 1, 2018:

1. ARTICLE I - TERM, shall be amended in its entirety, so that as amended, it now reads:

"A. The term of this Agreement shall be five (5) years commencing May 1, 2018 and expiring April 30, 2023, unless sooner cancelled or terminated as hereinafter provided.

B. Lessee has provided the Airport with written notice that they wish to purchase said Premises. The Premises are identified by the Federal Aviation Administration ("FAA") as "Surplus Property" which requires FAA's approval prior to selling said Premises. The Airport shall start the process of obtaining FAA's approval upon execution of this Amendment. The Lessee acknowledges the Airport is uncertain of how long the FAA approval process will take or if the FAA approval process will be successful or otherwise allow for Lessee to purchase said Premises.

C. The purchase price shall be the fair market value determined by an appraisal and

review appraisal. Each appraisal shall be performed by an MAI appraiser of the Airport's choosing. Said purchase shall be memorialized by a separate written agreement between the parties and is subject to approval by the City of Spokane and County of Spokane. Upon completion of a purchase, this Agreement shall terminate.

2. ARTICLE II - OPTIONS TO RENEW, shall be amended in its entirety, so that as amended, it now reads:

Lessee shall have the option to renew this Agreement for three (3) consecutive five (5) year periods. Should Lessee desire to exercise its renewal option, written notice of such intent must be given to the Airport not less than one (1) year prior to the expiration of the current term for successive renewals. The right of Lessee to extend the lease term shall be conditioned upon its not being in default under any of the terms, covenants or conditions of this Agreement or any amendments thereto and with the full approval by all applicable government authorities, including but not limited to the Federal Aviation Administration or its successor agency and is in full compliance with all laws, rules, and regulations applicable to the activities, operations and maintenance of the Facility by Lessee at the time of renewal. Upon exercise of its option(s) to renew, the insurance requirements set forth herein shall be subject to adjustment by the Airport."

3. ARTICLE IV – RENT, shall be amended in its entirety so that as amended it now reads:

"In consideration of the Premises herein demised, and the rights granted herein, Lessee agrees to pay the following rent:

A. For the first five (5) year option period, commencing May 1, 2018 and expiring April 30, 2023, Lessee shall pay \$0.085 per square foot per annum for One Million Six Hundred Eight Thousand Eight Hundred Eighty Seven (1,608,887) square feet.

B. The rent shall be paid in four quarterly installments of Thirty Four Thousand One Hundred Eighty Eight and 85/100 Dollars (\$34,188.85), payable in advance on the first day of each quarter during the term of the Agreement. The first quarterly installment is due July 1, 2018.

C. This amount does not include Washington State Leasehold Tax which Lessee is exempt from paying. Lessee agrees and accepts it is leasing approximately 36.93 acres of land or One Million Six Hundred Eight Thousand Eight Hundred Eighty Seven (1,608,887) square feet."

4. ARTICLE V – RENTAL ADJUSTMENTS shall be amended in its entirety so that, as amended, it now reads:

A. In the event the option(s) to extend the term commencing May 1, 2023, as set forth in Article II – OPTIONS TO RENEW of this Agreement are exercised, the rental rate shall be adjusted effective on May 1st upon commencement of each five (5) year option period.

B. All such rental adjustments shall be made as follows:

Not later than June 1 of each calendar year prior to the effective date of the rental adjustment(s), either party desiring to renegotiate the current rent shall notify the other of its intent. The rental adjustment shall be based on the current fair market value of the land excluding improvements. In no event shall the rent be less than that for the previous adjustment period. In the event the parties hereto cannot agree on the rent to be charged for the ensuing five (5) year period, the parties shall retain either one appraiser chosen by mutual agreement or two independent appraisers. If the parties agree to select only one appraiser, the value determined by that appraiser shall be the rent charged for the affected period. In the event two appraisers are utilized, the rent for the five (5) year period shall be the average of the figures provided by the two appraisers, unless the difference between the two is greater than ten percent (10%). In such event, a third appraiser selected mutually by the parties, shall be retained. The two closest appraisals of the three shall be averaged and that value shall be the rent for the affected period. All costs incurred for the appraisals shall be shared equally by the parties hereto.”

5. All other terms and conditions, except those specified herein, shall remain in full force and effect and the provisions of this Amendment shall become a part of said Agreement upon execution as if fully written herein.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto, the day and year first written below.

CITY OF SPOKANE

ATTEST:

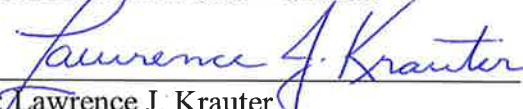
Title: _____
Date: _____

City Clerk
Date: _____


APPROVED AS TO FORM:

Assistant City Attorney
Date: _____

SPOKANE AIRPORT BOARD:


By: Lawrence J. Krauter
Chief Executive Officer
Date: 9/14/18

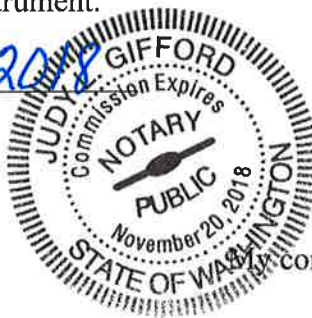
APPROVED AS TO FORM:


Brian M. Werst
General Counsel
Date: 9-18-18

STATE OF Washington)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Lawrence J. Krauter is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer for the Spokane Airport Board to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 14, 2018



Judy L. Gifford
Notary Public
Print Name Judy L. Gifford
My commission expires Nov. 20, 2018

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

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

10/08/2018

<u>Date Rec'd</u>	9/25/2018
<u>Clerk's File #</u>	OPR 2018-0618
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - QUALITY GARAGE - 1919 E SPRAGUE AVE		

Agenda Wording

Recommendation to list the Quality Garage, 1919 E Sprague Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.020 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Quality Garage has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

<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>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	sbishop@spokanecity.org	

<u>Additional Approvals</u>		
<u>Purchasing</u>		

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Quality Garage – 1919 E Sprague Avenue

FINDINGS OF FACT

1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Completed in 1930; the Quality Garage meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The 1930 Quality Garage is historically significant under Category A for its association with the city-wide historic automobile transportation trend that generated the construction of automobile dealerships, showrooms, garages, repair and supply stores, and gasoline service stations.
- The property is architecturally significant under Category C as a product of Spokane master architects Archibald G. Rigg and Roland M. VanTyne. The Quality Garage is an excellent example of a simple, rectangular, single-story industrial garage building type and form built during the early 1930s.

3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Quality Garage is an excellent example of the industrial garage building type and form. The garage is a single-story rectangular building with a rectangular footprint, a flat roof, multi-paned metal-sash windows, a service garage and repair bays with original multi-paned wood garage doors, and an expanded sales area with metal-sash display windows. Highly visible on a busy thoroughfare corner in East Central Spokane, the building's south and east facades are prominently clad with raked, wire-cut brick veneer laid over pilaster-reinforced common brick masonry construction.
- The Quality Garage retains a high level of exterior integrity in original location, design, materials, workmanship, and association.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Quality Garage according to the appropriate criteria at a public hearing on 9/19/18 and recommends that the Quality Garage be listed on the Spokane Register of Historic Places.

After Recording Return to:
Office of the City Clerk
5th Floor Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

LOTS 7 AND 8, BLOCK 68, AMENDED MAP OF THE SUBDIVISION OF SCHOOL SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 100, IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, WASHINGTON.

Parcel Number 35163.4109, is governed by a Management Agreement between the City of Spokane and the Owner(s), SDS 9TEEN SPRAGUE DEVELOPMENT, LLC, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____



Dated: 9/25/18

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **September 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **SDS 9TEEN SPRAGUE DEVELOPMENT, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1919 East Sprague Avenue, Spokane, WA 99201** commonly known as the **Quality Garage** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR



Megan M. Duvall

David A. Condon

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 19th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally Stephen Douglas Schmantz appeared

_____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that (he) (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of September, 2018.



Jacqueline R. Faught

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

My commission expires 10-10-2021

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

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

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

My commission expires _____

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Attachment A

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name	QUALITY GARAGE
Common Names	Quality Garage Auto Repairs, Quality Tire & Electric Company, Quality Supply Auto Parts, Skaggs Auto Parts, Skaggs Automotive

2. LOCATION

Street & Number	1919 East Sprague Avenue
City, State, Zip Code	Spokane, WA 99201
Parcel Numbers	35163.4108 (parking lot), 35163.4109 (building)

3. CLASSIFICATION

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input checked="" type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
Site	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input checked="" type="checkbox"/> industrial	<input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other
<input type="checkbox"/> moved				

4. OWNER OF PROPERTY

Name	SDS 9TEEN SPRAGUE DEVELOPMENT LLC
Street & Number	108 N. Washington Street #600
City, State, Zip Code	Spokane, WA 99201
Telephone Number/E-mail	509-462-9305, Steve Schmautz, property owner steve@sdsrealty.com

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number	1116 West Broadway
City, State, Zip Code	Spokane, WA 99201
County	Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title	City of Spokane Historic Landmarks Survey
Date	Federal____ State <u>2015</u> County____ Local ____
Location of Survey Records	Spokane Historic Preservation Office

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐ B Property is associated with the lives of persons significant in our past.

☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield, information important in prehistory history.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than 1 acre.

Verbal Boundary Description

Subdivision of Section 16, Lots 7 and 8, Block 68.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

Spokane, WA

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

September 19, 2018

13. SIGNATURE(S) OF OWNER(S)

14. FOR OFFICIAL USE ONLY

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

City Council/Board of County Commissioners' decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall

Date

City/County Historic Preservation Officer

City/County Historic Preservation Office

Third Floor—City Hall

808 W. Spokane Falls Blvd.

Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Quality Garage in 1941



Quality Garage in 2018

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1930, the Quality Garage is an excellent example of the industrial garage building type and form. The garage is a single-story rectangular building with a rectangular footprint, a flat roof, multi-paned metal-sash windows, a service garage and repair bays with original multi-paned wood garage doors, and an expanded sales area with metal-sash display windows. Highly visible on a busy thoroughfare corner in East Central Spokane, the building's south and east facades are prominently clad with raked,

wire-cut brick veneer laid over pilaster-reinforced common brick masonry construction. The Quality Garage retains a high level of exterior integrity in original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

The Quality Garage is located on Lots 7 and 8 in Subdivision 16 of Block 68 in the northeast quadrant of Spokane, Washington. Sited on the northwest corner of the intersection of East Sprague Avenue and North Napa Street in a commercial/industrial section of Spokane, the property's combined lots measure 100 feet wide along Sprague Avenue, and 120 feet deep along Napa Street. Each lot is 50 feet wide and has a slight descending northerly grade. A graveled east-west alley abuts the two lots along their north, rear borders. A one-story, flat-roof commercial building built in 1954 is located adjacent to the west face of the Quality Garage. The nominated property is surrounded by buildings used as warehouses, garages, service centers, and automobile dealerships intermingled with mercantile shops, furniture stores, office space, restaurants, cafes, and bars—all constructed along a grid work of north-south and east-west paved city streets and paved sidewalks. About 50%-60% of the surrounding built environment is historic, built between the 1890s and 1950s. Non-historic infill reflects contemporary structures, buildings, and paved parking lots.

Garage Exterior

Sited on the two-lot property, the industrial-influenced Quality Garage building is 50 feet wide and 120 feet deep as it encompasses the entire space of Lot 8. The property's paved parking lot has a slight descending northerly grade, abuts the east façade of the garage building, and comprises all of Lot 7 to the public sidewalks along East Sprague and North Napa streets (gasoline pumps were originally located in the parking lot from 1931 to 1962). The building has a flat roof surrounded by a plain brick parapet which hides views of the roof from public rights-of-way along Sprague Avenue and Napa Street. Covered with built-up tar and a vinyl membrane, the roof supports three pyramidal-shaped, multi-paned, metal-sash skylights built on the building's north/south center axis. Exterior perimeter walls on all four faces of the building are a combination of common brick and hollow brick masonry construction reinforced by brick pilasters spaced 12-14 feet apart. A veneer of articulated raked, wire-cut, tan-colored face bricks clads common bricks at the south and east facades of the building. A dark brown-painted concrete bulkhead is located below the windows and encircles the building. Display windows with black-colored metal frames and sash are located at the south and southeast facades, and multi-paned black-colored metal-sash windows are located on the east façade and north face of the building.

The south façade of the one-story building faces onto a concrete sidewalk and paved street at East Sprague Avenue. The south façade reveals a brick veneer parapet with metal coping, and three symmetrically placed window bays with large display windows. A canted front entry porch with a glazed metal-frame front door is located in the center of the middle display window bay. The three display windows across the south façade of

the building are identical with metal frames and glazed panes separated by vertical metal sash. All three display window bays are capped with original wood-frame, multi-paned, clerestory windows articulated with vertical muntins made of wood. Decorative tan-colored raked, wire-cut brick veneer laid in stretcher bond clads the building's south façade. The three symmetrically placed display window bays are separated by four brick pilasters that reinforce the building's brick walls. The area above the pilasters and window bays is a continuous horizontal area of wire-cut brick veneer highlighted by three symmetrically placed, decorative crème-colored terra cotta squares with one square each centered over each window bay. Contrasting red brick soldier courses outline window bays and pilasters.

The east façade of the garage is highly visible as it faces east along North Napa Street. Mimicking the bay design on the south facade, the building's east façade has seven similar-sized bays separated by brick pilasters. The east exterior facade of the garage is clad with a continuation of the tan-colored raked, wire-cut brick veneer that covers the south façade. Like the articulation at the south façade, the east façade repeats the dark red brick soldier courses that outline the bays and pilasters.

The two bays at the southeast corner of the east facade are identical to the three bays at the building's south facade with display windows capped by multi-paned clerestory windows and vertical muntins. Forming a large display area, the windows and bays wrap around the southeast corner of the building from the south façade to the east façade for a total of five large display windows. Next to the display windows at the south end of the east façade are four bays that lead north and terminate at the north end of the east facade. The northern-most bay on the east façade is infilled with wire-cut brick veneer that matches the wire-cut brick veneer on the south and east facades. Adjacent south of the infilled bay are two bays with multi-paned metal-sash windows. Between the display windows and the multi-paned metal-sash windows are two bays. Both bays have original circa 1930-1940 full-height, multi-paned, wood-sash overhead garage service doors. The wood-paneled, windowed, garage service doors are in excellent condition. Three pedestrian doors are located on the east façade—a single metal/glass door at the south end of the east facade, and two plain metal security doors with one located in the center and one at the north end of the east façade.

The west face of the garage is partially covered at its south end by an adjacent one-story 1954 building. The exposed portion of the garage's west face is located at its north end. Most of the visible west face is clad with common brick masonry construction laid in stretcher bond. A few areas along the west face of the building are infilled with boards.

The north, rear face of the garage is brick masonry construction made of common brick and reveals three same-sized symmetrically placed bays with original multi-paned, metal-sash casement windows. Pilasters clad with common red brick separate the three bays of windows and reinforce the brick masonry construction. A graveled alley abuts the north rear face of the building at the property's north border.

Garage Interior

The interior of the 50-foot by 120-foot garage building has 6,000 square feet of interior space.¹ The southern third of the building's interior faces Sprague Avenue and is finished as a merchandise show room with a combination of brick and finished lathe-and-plaster/sheetrock walls and ceiling, all painted a bright white. The ceiling is 14 feet high, the floor is poured concrete, and display window bays are accentuated with raised display platforms made of unfinished wood boards and plywood, located beneath the bottom edges of each window. A total of five large display windows wrap around the building's southeast corner, and illuminate the expanded showroom with a large volume of natural light.

A wide entryway on the showroom's north wall leads to the rear, northern two-thirds of the building's interior. This portion of the building is unfinished and reveals a combination of exposed brick masonry and structural hollow clay brick masonry construction walls. Some wall surfaces are painted white while other areas reveal exposed brick. The interior east wall reveals multi-paned metal-sash windows, and two overhead full-height multi-paned garage service doors. More than 14 feet high, the ceiling reveals exposed wood beams and trusses, exposed metal ductwork, and three pyramid-shaped, metal-sash skylights with multi-paned glazing. The floor is poured concrete.

ORIGINAL DESIGN & SUBSEQUENT MODIFICATIONS

The Quality Garage was pictured in a professional black-and-white photograph taken by the Charles Libby Studio in 1941. The photograph indicated awnings and signage attached to the garage, a service garage door at the building's south façade (later changed to a display window), and gasoline pumps installed on a service station pump island in front the garage building's east façade.² As pictured in the 1941 photograph, a round sign advertising QUALITY GARAGE protruded from the building's south façade. A wide horizontal sign proclaiming AUTO ELECTRICIANS was mounted over the two display window bays at the southeast end of the east elevation. A horizontal sign was installed over the northern-most garage service door, announcing GARAGE. Shed-style fabric awnings shaded the display windows along the building's south façade as well as the two display windows at the south end of the east façade. The display window bay at the west end of the south façade (southwest corner of building) was pictured in the 1941 photograph with a full-height overhead garage door instead of a display window. The overhead garage door was replaced in January 1946 (Spokane building permit #79398) with metal-framed windows set in a display window bay identical to the two existing original 1930 display window bays on the building's south façade.

Also pictured in the above-referenced 1941 photograph, the property's parking lot in front of the building's east facade supported a gas station service pump island with five gasoline pumps/tanks from 1930 to 1962. A large, round sign located at the top of a 15-foot-tall iron sign post was installed next to the gas pumps/tanks. Advertising the Texaco

¹ Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA. 2018

² Photo archive L87-1.20919-41, Northwest Museum of Arts & Culture (MAC), Spokane, WA.

Oil & Gas Company with its well-recognized red, white, and green-colored logo, the white-painted iron sign post supported a round metal sign emblazoned with a large red star. The word TEXACO was painted across the star. The gas pumps/tanks and sign were prominently located in the southeast corner of the property's parking lot where they were highly visible at the intersection of Sprague Avenue and Napa Street. The gasoline pumps, tanks, service pump island, and TEXACO signage were removed in 1962.

Documented modifications to the property include the following:

1931	Gasoline pump/tank installation (Spokane permit #38231, March 1931)
1936	Gasoline pump/tank installation (Spokane permit #46602, March 1936).
1936	Five gasoline pumps installed (Spokane permit #A10412, July 1936).
1946	Garage door at south façade replaced with display window (Spokane permit #79398, January 1946).
1954	Three awnings installed (Spokane permit #B26593, Dec 1954).
1961	One 12-foot-wide awning installed (Spokane permit #B54656, Nov 1961).
1962	Steam-cleaning and degreasing station installed in northern half of garage.
1962	Gasoline islands, pumps, tanks, and Texaco signage & pillar removed (2018 interview with Louise Hawkins Gustin, daughter of George Hawkins).
1963	One 13-foot-wide awning installed (Spokane permit #A1157, Dec 1962).
1968	Three awnings installed (Spokane Permit #B70476, Dec 1968).
1973	Replacement of tile sewer (Spokane permit #P-2203, February 1973).
1973	Garage showroom at south end of building was extended and enlarged (permit #B-3799, February 1973).
2017-18	Removed debris in parking lot, re-graded and repaved parking lot. Installed matching flat black industrial exterior sconce lighting at south and east facades. Cleaned auto repair/service area north of showroom of grease, dirt, exhaust, etc. Repaired/replaced glazing in broken windows. Replaced damaged and deteriorated display windows with safety glass, metal sash, and metal frames identical to the original windows. Repainted the showroom and installed wood display platforms under display windows.

SECTION 8: STATEMENT OF SIGNIFICANCE

Summary Statement

<i>Areas of Significance</i>	<i>Architecture, Industry</i>
<i>Period of Significance</i>	<i>1930-1962</i>
<i>Built Date</i>	<i>1930</i>
<i>Architects</i>	<i>Rigg & VanTyne</i>

HISTORIC CONTEXT

Built in 1930, the Quality Garage is eligible for listing as a historic landmark on the Spokane Register of Historic Places. The property's period of significance is from 1930 to 1962, during a time it was used exclusively as a garage and gasoline service station that offered automobile parts, service, and repairs. Sited on a prominent industrial/commercial intersection at East Sprague Avenue and North Napa Street in East Central Spokane, the property is architecturally significant in Category C as a product of Spokane master architects Archibald G. Rigg and Roland M. VanTyne. The Quality Garage is an excellent example of a simple, rectangular, single-story industrial garage building type and form built during the early 1930s. Engaged in the automotive business for 32 consecutive years, the Quality Garage is further significant under Category A for its historical association with the automobile "transportation revolution and the influence of increased mobility on the landscape"—events that have made a significant contribution to the broad patterns of Spokane history.³

HISTORIC CONTEXT

Early Spokane

Located next to a series of waterfalls on the Spokane River, the small settlement of Spokane was founded in 1873. In the 1880s, abundant gold and silver lodes were discovered in the Coeur d'Alene mining region just east of the city. Transportation was needed to haul the extracted gold and silver, and by the late 1880s, railroad routes linking Spokane to the Mid-Western and Eastern United States were established. The Northern Pacific Railway, Great Northern Railway, Union Pacific Railway, Milwaukee Railway, and a plethora of other railway companies were centered in Spokane, which became a Pacific Northwest railroad hub.

Independent of the importance of Spokane's railroad hub, the first automobile, or motorcar, arrived in the city in 1899. By 1910, the number of automobiles had grown to nearly 1,500.⁴ At the same time, Spokane's population grew to over 100,000 people, and the demand for automobiles was great. The automobile was a self-propelled vehicle driven by an internal-combustion engine or storage battery. The majority of automobiles were owned by people who could afford chauffeurs that doubled as auto mechanics. By 1905, automobiles became widely available to the public with the development of

³ Ibid.

⁴ Mann, John, 2001.

affordable motorcars manufactured *en masse* by Henry T. Ford (Ford Motor Company) in Detroit, Michigan.⁵

After World War I, automobiles and automotive parts were easily accessible, allowing owners to self-repair their private automobiles. However, not all motorcar owners were receptive to or skilled at auto repair. To serve the needs of an increasing mobile public, services such as machinist shops, independent auto repair shops, auto dealership service centers, and auto parts stores and distribution centers were developed and built. The local *Spokesman-Review* newspaper devoted a special section of its Sunday edition to automobiles, including advertisements, posters, drawings, and photographs of motorcars. In Spokane, numerous automobile businesses were constructed along West First Avenue, and east of North Division Street along East Sprague Avenue in the business center of East Central Spokane.⁶

An increase in automobile ownership resulted in an increased demand for filling stations, also called gasoline (gas) stations. Historical references report the first gas station in America was constructed in St. Louis, Missouri in 1905 after gas pump technology was perfected and gas pumps were available for filling stations. The second gas station was built in 1907 in Seattle, Washington by Standard Oil (now Chevron). As reported in a *Spokesman-Review* newspaper article, Spokane's first filling station was erected on East Trent Avenue, three blocks east of North Division Street, in 1906-1907 by the True Oil Company a few months prior to construction of the Seattle gas station.⁷

The Quality Garage

The Quality Garage was built in 1930 on Lots 7 and 8, Block 68.⁸ Before the garage was erected, Lots 7 and 8 were occupied by residential and commercial property. Spokane resident William Evers built a one-story, single-family home on Lot 8 in 1916. As illustrated in a 1924 *Sanborn Fire Insurance Map*, the Evers house had a rectangular footprint with a covered front porch that faced south along Sprague Avenue, and was addressed as E. 1919 Sprague Avenue. Located next east along East Sprague Avenue, Lot 7 was occupied by three one-story buildings identified as "saloons" addressed as E. 1925, 1925½ and 1927 Sprague Avenue. A small, one-story building used as a meat market was located in the northeast corner of Lot 7 with an address of N. 11 Napa Street.

By 1929, the automotive business had grown and expanded along East Sprague Avenue. Single-family homes and saloons had been replaced by automobile shops, service garages, dealerships, showrooms, and gas stations with gasoline pumps used to refuel autos and trucks. In 1930, David L. Hawkins formed a business partnership with his son George Hawkins, and his son-in-law George Carr (married to Mabel Hawkins). Father-and-son David and George Hawkins formed a business with George Carr, and replaced

⁵ Scheer, N.C. 2018

⁶ Rutherford, J. *West Downtown Historic Transportation Corridor National Register Historic District*, 1999.

⁷ *Spokesman-Review*, 1950.

⁸ Spokane public records. Spokane Public Courthouse, Spokane, WA. 2018

the Evers house and the adjacent three saloons with the Quality Garage. A Spokane building permit listed George Hawkins as the property's owner and A.G. Rigg & R.M. VanTyne as the property's architects. The building faced south and was built as a "new brick and concrete" single-story structure with a flat roof and a rectangular footprint, which consumed the entirety of Lot 8 on which it was built. From 1931 through 1936, a total of five gasoline pumps/gasoline tanks supplied by the Texaco Oil & Gas Company were installed next to the garage building. A City of Spokane building permit #36576 was issued to the property's owners on May 12, 1930, and reported the estimated cost to construct the Quality Garage at \$13,000.⁹

Eleven years later in 1941, a black-and-white photograph of the property was taken and pictured the Quality Garage erected on the intersection of East Sprague Avenue and North Napa Street. The photo was featured in Chuck Flood's 2014 book, *Washington's Sunset Highway: Images of America*, with the following caption:

An elegant brick-built structure, the AAA-approved Quality Garage was a full-service garage and automobile electrical shop at East 1919 Sprague Avenue. Five pumps of various grades of Texaco gas sit diagonally on the service apron, along with signs for Quaker State and Pennzoil motor oils. In 1939, a gallon of Texaco Fire Chief gas cost 22.5 cents a gallon [in Spokane].¹⁰

A 1953 *Sanborn Fire Insurance Map* pictured a footprint illustration and site plan of the Quality Garage. The garage was described in notes on the 1953 map as having a concrete floor, skylights, electric power, a garage service/repair space for 15 cars, and common brick and hollow-core brick masonry construction bearing walls reinforced by brick pilasters that supported wood and steel trusses. The southeast front corner of the garage building was enclosed as a showroom for auto supplies. The garage was addressed as E. 1919 Sprague Avenue while the adjacent service station pump island with multiple gasoline pumps was addressed as E. 1929 Sprague Avenue.¹¹ The address numbers were later changed by the U.S. Post Office to a single address at E. 1919 Sprague Avenue for the Quality Garage and gas station built on Lots 7 and 8.

From 1930 through 1961, the garage building and gas pump service island were interchangeably called Quality Garage Auto Repairs, Quality Supply Company Auto Parts, Quality Supply, and Quality Tire & Electric Company as listed in Spokane city directories.

Skaggs Automotive Auto Parts Incorporated

Beginning in 1962, Spokane businessman Charles R. Skaggs and his wife, Maxine Skaggs, leased the garage property, and changed the business name to Skaggs Automotive Auto Parts Incorporated (commonly called Skaggs Auto Parts). They

⁹ Spokane building permit #36576, May 1930.

¹⁰ Flood, Chuck. Northwest Museum of Arts & Culture (MAC) *Archival Photograph #L87-1.20797-41*.

¹¹ 1953 Sanborn Fire Insurance Map.

removed the gas pumps, service pump island, and TEXACO signage from the parking lot, and dedicated the concrete surface for customer parking. Skaggs was not only known as a service and sales garage, but most importantly became a professional retail and wholesale distribution center for automobile parts. Skaggs Auto Parts on East Sprague Avenue was highly regarded by machinists, mechanics, automotive garages, and dealerships, and was one of the busiest professional distribution centers in Spokane.¹² When the Quality Garage was leased to Skaggs Automotive Auto Parts, Charles Skaggs retained former professional Quality Garage machinist G. Duane Ray as the property's machine shop and building manager. Especially skilled in the Spokane automotive industry and with extensive knowledge of the Quality Garage since 1948, Ray worked as a manager for Skaggs Automotive Auto Parts Inc. until he retired in 1979. Together, the Quality Garage and Skaggs Automotive Auto Parts Inc. were in business in the center of East Central Spokane's business district and transportation corridor for more than 70 consecutive years.

Subsequent Owners

Beginning in 2000, Carquest Auto Home Supply Store became the property's owner. From 2003 to 2016, Carquest leased the property to Teen Challenge, a reclothing and thrift store. In November 2016, SDS 9TEEN SPRAGUE DEVELOPMENT COMPANY purchased the property. The owner, Steve Schmautz (SDS Realty), repaired, rebuilt, cleaned, and rehabilitated the garage and parking lot, using the United States historic preservation publication, "Secretary of the Interior's Standards for Rehabilitation," as a guide.¹³ Blue Cat Vintage, an antiques and collectibles shop, currently leases the property in 2018.

HISTORICAL SIGNIFICANCE

Category A

The Quality Garage is historically significant under Category A for its association with the city-wide historic automobile transportation trend that generated the construction of automobile dealerships, showrooms, garages, repair and supply stores, and gasoline service stations. John Mann's 2001 study entitled "Reins, Trains, and Automobiles: Spokane's Historic Transportation Corridor," stated:

The growing number of automobile owners in Spokane during the early years of the twentieth century was representative of the national trend toward an automobile-centered society. Initially, cars were only available to the wealthy but the moving assembly line, standardized production, and generous credit policies pioneered by Ford and adopted by other motor companies created widespread [automobile] ownership.¹⁴

The emergence of automobile dealerships, service/repair/supply shops, and gasoline/oil service stations were fostered by U.S. Highway 10—called the "Sunset Highway" as it

¹² Scheer, N.C.

¹³ "Secretary of the Interior's Standards for Rehabilitation," U.S. Department of the Interior.

¹⁴ Mann, John W.

ran east through Spokane along West First Avenue, and then continued east along East Sprague Avenue through the Spokane Valley (now incorporated as the City of Spokane Valley). Until the 1940s-1950s, the Spokane Valley was a sparsely populated agricultural area. Instead of automobile businesses, East Sprague Avenue in the Spokane Valley was lined with a variety of truck gardens and fruit & vegetable stands, and was affectionately and colloquially called the “Appleway” as it continued east to the Idaho state line. Today in 2018, East Sprague Avenue is an east-west transportation corridor and thoroughfare through the Spokane Valley and is lined with a large number of automobile businesses, automobile dealerships, gas stations, and automobile repair shops.

In 1930, the Quality Garage was erected along U.S. Highway 10 in the heart of East Central Spokane’s business district. In addition to the Quality Garage, more than ten automobile repair shops, gasoline service stations, and associated businesses were built along East Sprague Avenue from the East 1300 block through the East 2900 block at that time. Nearly a century later in 2018, few gas stations and automobile repair shops remain on East Sprague Avenue within Spokane city limits due to the construction of Washington State’s Interstate 90 freeway completed in the 1960s-1970s along Third Avenue. The multi-lane I-90 freeway was built from Seattle west through Spokane to the Idaho state line and beyond, bypassing U.S. Highway 10 on East Sprague Avenue.

As the private automobile/motorcar gained popularity throughout America, gas stations/filling stations/service stations were developed as facilities to sell fuel and engine lubricants for motor vehicles. The most common fuel sold today is gasoline. Fuel dispensers pump gasoline into vehicles, and calculate the financial cost of the fuel transferred to the vehicle. Gasoline pumps were secured to a pump service island, which was located next to a garage building. The garage building served as a point-of-sale center for gasoline purchase, and oftentimes included a sales and auto parts area, auto repairs garage, and machine shop.

ARCHITECTURAL SIGNIFICANCE

Category C

Architectural Significance

When the Quality Garage was built in 1930, it fulfilled a dual need and use: a garage repair parts/service/machine shop with a gasoline pump service island and multiple gas pumps. The property is architecturally significant under Category C as an excellent representation of an industrial garage building, and reveals stylistic characteristics popular during 1930 when it was built. Most automobile garages built at that time were simple, one-story, rectangular buildings. Some—like the Quality Garage—had expanded sales areas designed to market car tires, batteries, auto parts, and accessories. Two tall, overhead, glazed service bay doors at the Quality Garage highlighted auto repair and machine shop services offered within the building. Gasoline was available for automobiles from multiple gas pumps located in front of the Quality Garage’s east façade. Gasoline, service, and parts were purchased from a customer-convenient point-of-sale sales area located in the building’s showroom.

Architects Archibald Rigg & Roland VanTyne

Spokane master architects Archibald Rigg & Roland VanTyne worked together to design the Quality Garage, built in 1930. Rigg and VanTyne formed a business partnership as early as 1913 that lasted 25 years until VanTyne's death in 1938. During their years as partners, they designed over 50 buildings at Greene Park Amusement Park in Tacoma for the U.S. Army. Their most notable design at the Park was the Salvation Army Red Shield Inn (built in 1919), a Swiss Chalet-inspired structure now used as a military museum for joint Base Lewis-McChord. Projects in the Spokane region included Hutton Elementary School, the Masonic Temple and subsequent enlargements, Idaho State Tuberculosis Sanitarium, Edgecliff Tuberculosis Sanitarium, Riverside Mausoleum, Cheney & Harriet Cowles Library at Whitworth College, the U.S. Post Office, Science Hall at Washington State University (WSC), KFPY Radio Station Building, the Shriner's Hospital for Crippled Children, First Presbyterian Church in Montana, and the Quality Garage in East Central Spokane. Rigg & VanTyne's work reveals their architectural expertise and knowledge of styles and stylistic influences prevalent during their partnership in the early 1900s.¹⁵

Roland M. VanTyne (1887-1938)

Born in 1887, Roland M. VanTyne studied at the Buffalo Polytechnic Institute, and worked for architects in Buffalo, New York and Duluth, Minnesota. In 1910, VanTyne relocated to Spokane where he worked at different times as a draftsman for prominent Spokane architects Albert Held and Julius Zittel. VanTyne partnered with fellow architect Archibald Rigg, with offices in downtown Spokane, known as Rigg & VanTyne Architects. When Roland VanTyne passed away suddenly in 1938, Archibald Rigg continued to work in their firm, and in 1959, named Roland VanTyne's son, Spokane architect Carl VanTyne, a business partner.

Archibald Grant Rigg (1878-1959)

One of Spokane's most prominent architects, Archibald Rigg was born in Canada in 1878 and was educated at Trinity College in Toronto as well as Columbia University in New York and the University of Edinburgh in Scotland. Rigg was registered as an architect in Washington State. Rigg first worked in Illinois where he designed the Madison Insane Asylum, First Christian Church of Indianapolis, the Senator Beverage House, the J.A. Sutherland House, the Harry W. Long House, and the Indianapolis Country Club. Rigg moved to Spokane in 1910 where he was employed at different times by Spokane architects Kirtland Cutter (Cutter & Malmgren) and Albert Held. In 1912, he entered into partnership with architect Julius Zittel, and later partnered with R.M. VanTyne. When working solo, Rigg was responsible for the designs of many commercial buildings, schools, and homes in Spokane. Commissions included those for the Salvation Army Headquarters Building (Luigi's Restaurant), Robert Grinnell House (E. 730 Highland Blvd), Dr. & Mrs. Cunningham House (S. 1220 Division Street), and W. 827 Shoshone Place. Archibald Rigg designed a Dutch Colonial house at 726 E. 25th Avenue for his brother, Dr. Charles Rigg, and his brother's wife, Edith Rigg. On a personal note, Rigg custom-designed two homes in which he owned and resided at different times: E. 827

¹⁵ Houser, Michael.

Overbluff (resided 1912-1928) and S. 1815 Upper Terrace (resided 1929-1960). Since Archibald Rigg lived and worked in Spokane for fifty-eight years, he may have been responsible for more than one-hundred home and building designs. Documentation of the majority of Rigg's work remains unknown.

Archibald Rigg married Indianapolis socialite Mayme Ethel Beck. They had one daughter, Marian Beck Rigg Edgerton, and were socially prominent and popular members of Spokane society. Archibald Rigg was a Mason in Oriental Lodge 74, and was a member of many social and professional organizations, including the Scottish Rite, El Katif Shrine, Spokane Chamber of Commerce, Spokane Amateur Athletic Club, Inland Club, Spokane Rotary Club, Spokane Society of Architects, and the American Institute of Architects.¹⁶

¹⁶ *Spokesman-Review*, Feb 1959.

BIBLIOGRAPHY

- Durham, N.W. *History of the City of Spokane and Spokane Country, WA, Vol 2*.
Spokane: S.J. Clarke Publishing Company, 1912.
- Eastern Washington State Historical Society. *Archival photograph #L87-l.20797-41*.
Northwest Museum of Arts & Culture (MAC), Spokane, WA.
- _____. *Spokane Skyline: A Century of Architecture
1889-1989*. Spokane: Eastern Washington State Historical Society, 1992.
- Flood, Chuck. *Washington's Sunset Highway: Images of America*. South Carolina:
Arcadia Publishing, 2014.
- Gustin, Louise Hawkins (grandfather David Hawkins, father George Hawkins). Personal
interview July 2018.
- Houser, Michael. "Archibald G. Rigg." WA State Department of Archaeology &
Historic Preservation.
- Mann, John W.W. Ph.D. "Reins, Trains and Automobiles: Spokane's Historic
Transportation Corridor," Fall 2001. Spokane Downtown Public Library,
Spokane, WA.
- Polk, R.L. *Spokane City Directories, 1885 to 2018*.
- Ray, Helen (wife G. Duane Ray). Personal interview July 2018.
- Rutherford, Janice. *West Downtown Historic Transportation Corridor National Register
Historic District, 1999*. Spokane Public Library, Spokane, WA.
- Sanborn Fire Insurance Maps*. 1910-1953. Spokane Public Library, Spokane, WA.
- Scheer, Norman C. (professional engineer, Toyota Racing Division). Personal interview
July 2018.
- Spokane City Building Permits. Spokane, WA.
- Spokane County public records. Spokane County Courthouse, Spokane, WA.
- U.S. Department of the Interior, National Park Service. "*Secretary of the Interior's
Standards for Rehabilitation*." Washington DC: Preservation Press, 1976.
- Vance, Emily. *DAHP Historic Property Report*. 2015.

Newspapers

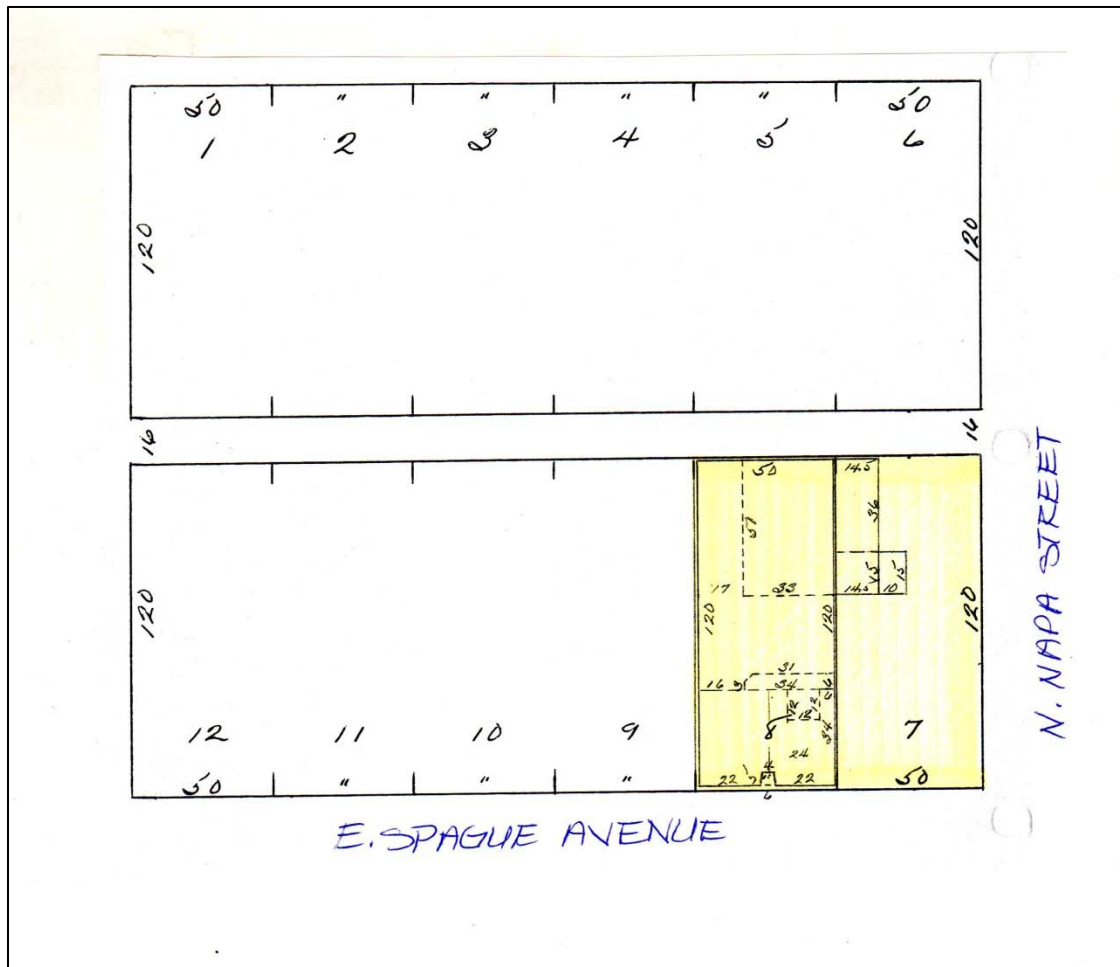
- Coker, Edward W. Jr. "Life Pumped Into Abandoned Gasoline Stations." *Spokesman-
Review*, 25 June 1977
- Skaggs' memorials. Charles R. Skaggs 1910-1990. Maxine Thelma Skaggs 1912-1998.
- "Death Takes Architect, 80, At His House." *Spokesman-Review*, 19 Feb 1959.
- "George D. Hawkins." *Spokesman-Review*, 8 November 1966
- "George Thomas Carr." *Spokesman-Review*, 2 June 1988
- "Hawkins Rites Tomorrow at 3:00." *Spokane Daily Chronicle*, 24 March 1955
- "Service Station Dies at 47." *Spokane Daily Chronicle*, 26 January 1976
- "Rainbow Service Station in 1937." *Spokesman-Review*, 12 May 1999
- "Ray, G. Duane." *Spokesman-Review*, 26 Sept 2016.
- "Red Crown Station Around 1915." *Spokesman-Review*, 1999
- "Scotty's Service Station in 1940." *Spokesman-Review*, 2 May 1940
- "Spokane May Claim First American Service Station." *Spokesman-Review*, 26 June 1950



***Birdseye view of the Quality Garage property in 2018
1919 E. Sprague Avenue in East Central Spokane, WA***

Source: Google Maps 2018

Spokane Register of Historic Places Nomination
QUALITY GARAGE



***1950s Site Plan for the Quality Garage
Lots 7 and 8 at 1919 E. Sprague Avenue (intersection of Sprague & Napa)***

*Source: Spokane County Assessor's Records
2017*



*1941 photograph of the Quality Garage
1919 E. Sprague Avenue in Spokane, WA*

Looking northwest at the two primary south and east facades of building

*Source: Northwest Museum of Arts & Culture
Spokane, WA
Photo Archive L87-12.20919-41*

Spokane Register of Historic Places Nomination
QUALITY GARAGE



The Quality Garage in 2018, looking northwest and north

Spokane Register of Historic Places Nomination
QUALITY GARAGE



Looking east along sidewalk at south façade of building in 2018



Looking north at front entrance door in 2018

Spokane Register of Historic Places Nomination
QUALITY GARAGE



Looking southwest at east face of building in 2018



Looking south at north rear face of building in 2018



Looking east at west exterior wall of garage building in 2018



Looking northeast through an antique/collectible shop located in the south end of the building in 2018

Spokane Register of Historic Places Nomination
QUALITY GARAGE



Looking southeast out front windows in 2018



Looking southwest in 2018

Spokane Register of Historic Places Nomination
QUALITY GARAGE



Looking northwest in 2018



Looking north in 2018

Spokane Register of Historic Places Nomination
QUALITY GARAGE



Looking south along the west wall in 2018



Looking southeast along east wall in 2018

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

10/08/2018

Date Rec'd

9/26/2018

Clerk's File #

OPR 2018-0619

Renews #Submitting Dept

POLICE

Cross Ref #Contact

JUSTIN

625-4115

Project #Contact E-Mail

JCLUNDGREN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1620 - (POLICE) REGISTERED SEX OFFENDER FY2018-2019

Agenda Wording

To accept funding from Spokane County for the Registered Sex Offender Address Verification Program (RSO) for FY2018-2019. Funding is a pass through from Washington Association of Sheriffs and Police Chiefs (WASPC).

Summary (Background)

Spokane County Sheriff's Office and the Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The funding amount is \$60,000.00 to be used to support salaries and benefits for an officer position (57,000.00), The rest of the funding - \$3,000.00 will be used for training. 07/01/2018-06/30/2019.

Fiscal Impact

Grant related?

YES

Budget Account

Public Works?

NO

Expense \$ 60,000.00

1620-91760-21250-5****-99999

Revenue \$ 60,000.00

1620-91760-21250-33469-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MEIDL, CRAIG

Study Session

PSCH Committee

Division Director

MEIDL, CRAIG

OtherFinance

SCHMITT, KEVIN

Distribution ListLegal

DALTON, PAT

spdfinance

For the Mayor

SANDERS, THERESA

cwahl

Additional Approvals

mdoval

Purchasing

sbrown

GRANTS &

STOPHER, SALLY

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH THE
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY18 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$ 60 , 000</p>		3. Tax ID# 91-6001280	
				4. DUNS# 115528189	
5. Grantee Representative Jennifer Isaacson, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jisaacson@spokanepolice.org			6. County's Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org		
7. Grantor ID#		8. Original Grant ID# RSO 18-19 Spokane		9. Start Date 07/01/18	
				10. End Date 06/30/19	
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs					
12. Federal Funds (as applicable) N/A		13. CFDA # N/A		14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder			16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.					
FOR THE GRANTEE:			FOR COUNTY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

SECTION NO. 1: SERVICES

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: October 15, 2018 (for the preceding July 1-September 30 period), January 15, 2019 (for the preceding October 1-December 31 period), April 15, 2019 (for the preceding January 1-March 31 period), and July 15, 2019 (for the preceding April 1-June 30 period). In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Celia Peterson
Senior Accountant and Budget Coordinator
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment “A” will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act

of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations:

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

SECTION NO. 7: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this AGREEMENT.

SECTION NO. 8: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

The CITY agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 10: NEW CIVIL RIGHTS PROVISION

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 11: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 12: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

SECTION NO. 13: TERMINATION FOR CAUSE / SUSPENSION

In the event COUNTY determines that the CITY failed to comply with any term or condition of this AGREEMENT, COUNTY may terminate the AGREEMENT in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this AGREEMENT. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the CITY.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

SECTION NO. 14: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this AGREEMENT, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

SECTION NO. 15: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this AGREEMENT.

SECTION NO. 16: COUNTY REPRESENTATIVE

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY's representative or her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering this AGREEMENT. The CITY hereby appoints and COUNTY hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 17: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 18: HEADINGS

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 19: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 20: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in

addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 21: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 22: ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

SECTION NO. 23: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 24: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this AGREEMENT.

SECTION NO. 25: COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 26: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 27: NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 28: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 29: INSURANCE

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

SECTION NO. 30: AUDIT

General Requirements. The CITY shall procure audit services based on the following guidelines:

- A. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records;
- B. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors;
- C. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit; and
- D. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

Federal Funds Requirement – 2 CFR Part 200.

- A. The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditures must be included. Both schedules include:
 - 1. Grantor agency name
 - 2. Federal agency
 - 3. Federal program income
 - 4. Other identifying contract numbers
 - 5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
 - 6. Grantor contract number
 - 7. Total award amount including amendments (total grant award)
 - 8. Current year expenditures
- B. If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.
- C. The CITY shall include the above audit requirements in any subcontracts.

- D. In any case, the CITY's financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

Documentation Requirements

- A. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to COUNTY representative identified in Section No. 2 COMPENSATION.
- B. In addition to sending a copy of the audit, when applicable, the CITY must include:
1. Corrective action plan for audit findings within three (3) months of the audit being received by COUNTY.
 2. Copy of the Management Letter.

SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- D. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

The CITY agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.

The CITY further agrees by signing this AGREEMENT that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 32: SUBCONTRACTORS

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY’s representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 33: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

SECTION NO. 34: ATTORNEYS’ FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys’ fees and costs.

SECTION NO. 35: RECORDS MAINTENANCE

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 36: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, COUNTY may terminate the AGREEMENT under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
- B. All material produced by the CITY that is designated as "confidential" by COUNTY; and
- C. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential

Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 38: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 40: REPORTING

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

Lt. Rob Sherar
Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
RSherar@spokanesherriff.org

SECTION NO. 41: POLITICAL ACTIVITIES

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 42: PUBLICITY

The CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

SECTION NO. 43: TAXES

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

SECTION NO. 45: ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations
- B. Face Sheet
- C. Attachment “A” Scope of Work
- D. Attachment “B” Budget

ATTACHMENT “A” SCOPE OF WORK

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2018 and terminates on June 30, 2019.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender’s address at the place of residency:
 - a. For level I offenders, once every twelve (12) months;
 - b. For level II offenders, once every six (6) months; and
 - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY’s Representative of any change in personnel. Non-reporting of change in personnel may impact CITY’s request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff’s Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Rob Sherar via email at RSherar@spokanesherriff.org for prior approval to use grant funds for proposed training events.

**ATTACHMENT “B”
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000

Total Program: \$60,000

Transfer of funds between line item budget categories must be approved by COUNTY’s representative.

Approved expenditures for the performance of Services as set forth in Attachment “A” (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff’s Office Program Manager Lt. Rob Sherar via email at RSherar@spokanesherriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY18

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

Briefing Paper

PSCH Committee Meeting 09/10/2018

Division & Department:	Spokane Police Department
Subject:	Registered Sex Offender (RSO) Program 2018-2019
Date:	08/28/2019
Contact (email & phone):	Jennifer Isaacson – jisaacson@spokanepolice.org 509-625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	- Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.
Background/History: The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.	
Executive Summary: <ul style="list-style-type: none"> Operations- Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program. Fiscal- Grant supports Salaries and benefits in the amount of \$57,000.00 until June 30, 2019. The grant's budget also includes \$3,000.00 for travel and training. Total grant award is \$60,000.00 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice 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:**

10/08/2018

<u>Date Rec'd</u>	9/24/2018
<u>Clerk's File #</u>	OPR 2018-0620
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 625-6064	Project #	2018169
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR19729
Agenda Item Name	5900 - SOUTH CRESTLINE SWALE RECONSTRUCTION		

Agenda Wording

New contract for the reconstruction of the drainage swale landscaping on the West side of Crestline Street from 49th Avenue to 53rd Avenue.

Summary (Background)

The South Crestline Street project constructed swales for stormwater mitigation along much of the project length. The section of swale on the west side of Crestline from 49th Avenue to 53rd Avenue has failed to perform as expected. In partnership with the adjacent property owner City staff has solicited bids for reconstructing the irrigation system and replanting the swale with plant material. Four Seasons Services, Inc. was selected as the low bidder for this project.

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

Expense	\$ 115,000.00	# 4330-43354-94000-56501-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance 09/05/18
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	eraea@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		cbrazington@spokanecity.org	
<u>Purchasing</u>		dsteele@spokanecity.org	

Briefing Paper

Council Study Session

Division & Department:	Finance & Administration, Asset Management
Subject:	South Crestline Swale Reconstruction
Date:	9/5/18
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	NA
Type of Agenda item:	XXX Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Capital Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	New contract for the reconstruction of the drainage swale landscaping on the West side of Crestline Avenue from 49 th to 53 rd .
Background/History: The South Crestline Street project constructed swales for stormwater mitigation along much of the project length. The section of swale on the west side of Crestline from 49 th to 53 rd has failed to perform as expected and in partnership with the adjacent property owner City staff has solicited bids for reconstructing the irrigation system and replanting the swale with plant material.	
New construction contract for the reconstruction of the drainage swale landscaping and irrigation on the West side of Crestline Avenue from 49 th to 53 rd .	
Budget Impact: Approved in current year budget? XX Yes No Annual/Reoccurring expenditure? XX Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? XX Yes No Requires change in current operations/policy? Yes XX No Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: SOUTH CRESTLINE STREET SWALE

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FOUR SEASONS SERVICES, INC.**, whose address is PO Box 19226, Spokane, Washington 99219 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **SOUTH CRESTLINE STREET SWALE, IRRIGATION AND LANDSCAPE PLANTING RECONSTRUCTION PROJECT**.
2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Request for Bids, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the City of Spokane Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE**. The term of this Agreement begins on October 1, 2018, and ends on December 1, 2018.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION**. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described

in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made with this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

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

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

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

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

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

15. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required

to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 the Contract.

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. 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, Washington.

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

25. AUDIT / RECORDS. The Contractor 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 Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

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

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs,

epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

FOUR SEASONS SERVICES, INC.

By  9/14/18
Signature Date

Jeremy DeFord
Type or Print Name

President
Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Payment Bond
Performance Bond
Exhibit B – Certification Regarding Debarment

18-157

**SIGN, NOTARIZE &
FORWARD TO CITY
, THANK YOU!**

BOND #6081397

PAYMENT BOND

We, **FOUR SEASONS SERVICES, INC.**, as principal, and Federated Mutual Insurance Company as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, including tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SOUTH CRESTLINE STREET SWALE, IRRIGATION AND LANDSCAPE PLANTING RECONSTRUCTION PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on September 14, 2018

**FOUR SEASONS SERVICES, INC.,
AS PRINCIPAL**

By: 

Title: president

Federated Mutual Insurance Company

AS SURETY

By: 

Its Attorney in Fact Lisa Roushar

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that Jeremy DeForge
signed this document; on oath stated that he/she was author-
ized to sign the document and acknowledged it as the agent or representative of the named
surety company which is authorized to do business in the State of Washington, for the uses
and purposes therein mentioned.

DATED: 9/20/2018

Valjean Short
Signature of Notary Public

My appointment expires NOV 11 2021

Approved as to form:

Assistant City Attorney



PERFORMANCE BOND

BOND #6081397

We, **FOUR SEASONS SERVICES, INC.**, as principal, and Federated Mutual Insurance Company as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, including tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SOUTH CRESTLINE STREET SWALE, IRRIGATION AND LANDSCAPE PLANTING RECONSTRUCTION PROJECT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on September 14, 2018

FOUR SEASONS SERVICES, INC.,
AS PRINCIPAL

By: 

Title: president

Federated Mutual Insurance Company

AS SURETY

By: 

Its Attorney in Fact Lisa Roushar

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON


County of Spokane

)
) ss.
)

I certify that I know or have satisfactory evidence that Jeremy
David DeForge signed this document on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on September 21st, 2018

Notary Public
State of Washington
SETH EVERTS
My Commission Expires
March 27, 2021



Signature of Notary

My appointment expires March 27, 2021

Approved as to form:

Assistant City Attorney

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

LISA ROUSHAR of the City of OWATONNA State
of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) EACH

FOUR SEASONS SERVICES, INC. SPOKANE, WA

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon
Executive Vice President

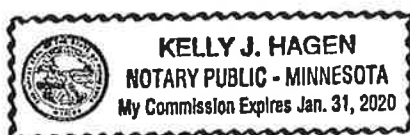
and BY Jonathan R. Hanson
Assistant Secretary

(SEAL)

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)



Kelly J. Hagen

COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

LISA ROUSHAR of _____
OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the _____ 14TH _____ day of _____ SEPTEMBER _____, 2018 _____.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)



Executive Vice President

ACKNOWLEDGMENT OF CORPORATE SURETY

**STATE OF MINNESOTA
COUNTY OF STEELE**

On this 14TH day of SEPTEMBER, 2018, before me,
a Notary Public within and for said County, personally appeared LISA ROUSHAR, who being
first duly sworn, says that he/she is the attorney-in-fact of Federated Mutual Insurance Company Surety herein,
a Corporation duly organized and existing under laws of the State of Minnesota, and executed the foregoing
instrument for and in its behalf, by authority of its Board of Directors; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; and further acknowledged said instrument and the
execution thereof to be the voluntary act and deed of said corporation.



A handwritten signature in blue ink, appearing to read "Michele Pearl Rohwer", written over a horizontal line.

NOTARY PUBLIC, STEELE COUNTY

MY COMMISSION EXPIRES

01/31/20

(NOTARIAL SEAL)

ATTACHMENT A

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

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

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

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

Four Seasons Services, Inc.	<i>president</i>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
<i>Jeremy DeGeorge</i>	<i>[Signature]</i>
Name of Certifying Official (Type or Print)	Signature
<i>president</i>	<i>9/17/18</i>
Title of Certifying Official (Type or Print)	Date (Type or Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2018

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURED 399-925-7 FOUR SEASONS SERVICES INC PO BOX 19226 SPOKANE, WA 99219-9226		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 108

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	9161616	04/05/2018	04/05/2019	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000	
	MED EXP (Any one person)						EXCLUDED	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9161616	04/05/2018	04/05/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	9161619	04/05/2018	04/05/2019	EACH OCCURRENCE	\$3,000,000
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						AGGREGATE	\$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	N	9161616	04/05/2018	04/05/2019	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

RE: SOUTH CRESTLINE STREET, SPOKANE, WA

CERTIFICATE HOLDER399-925-7
CITY OF SPOKANE
808 W SPOKANE FALLS BLVD FL 2ND
SPOKANE, WA 99201-3333

108 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

September 17, 2018

WA UBI No.	602 284 620
L&I Account ID	845,697-02
Legal Business Name	FOUR SEASONS SERVICES INC
Doing Business As	FOUR SEASONS LANDSCAPING
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2018 "76 to 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	FOURSLI977M9
License Expiration	09/28/2019

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of

subrogation (See RCW 51.12.050 and
51.16.190).



Federated Mutual Insurance Company
Home Office: Owatonna Minnesota 55060

Application for Contract or Bid Bond

Agent: _____

1. Full name of Applicant: Four Seasons Services, Inc
(If corporation, give exact corporate title)
2. Business address: 6506 W Alderbrook Lane, Spokane, WA 99224 PO Box 19226, Spokane, WA 99219
(Street, City and State)
3. Kinds and amounts of bonds required: Bid Bond: \$ _____ %; Contract Performance Bond: \$ 115,000.00
Labor and Material Payment Bond: \$ 115,000.00; Maintenance Bond: \$ _____ Date of Contract: _____
4. Name and address of obligee to whom bond is to be given:
City of Spokane
808 West Spokand Falls Blvd, Second Floor
Spokane, WA 99201
5. Nature of Contract (Give description of proposed work and locality):
South Crestline Street Swale, Irrigation & Landscape Planting Reconstruction Project:
Tear out existing irrigation system, removing soil from bed areas, installing new plants and new drip system
6. Does this project involve new construction of multi-family housing or tract homes? ☐ Yes ☒ No
7. Date bids to be opened: August 27, 2018. Approximate amount of bid: \$ 115,000.00
If bond applied for is a Bid Bond, will it operate as a final bond? ☐ Yes ☐ No
8. Job cost estimates: Labor Cost: \$ 40,000.00 Material Cost: \$ 25,000.00 Gross Profit: \$ 50,000.00
9. What is the approximate amount of this contract which will be sublet? \$ 0.00
10. Please list below the type of work to be sublet and estimated amount for each:
Work: N/A Name of Subcontractor: _____ Amount: \$ _____
Work: _____ Name of Subcontractor: _____ Amount: \$ _____
Work: _____ Name of Subcontractor: _____ Amount: \$ _____
11. Date job is to be commenced: 11/01/2018 Date job is to be completed: 12/01/2018
12. Percentage retained from payments until completion of the project 0.00 %
13. How long must work be kept in Repair after completion? 1 year
14. Name and address of Architect or Engineer in charge:
Dave Steele
Asset Management
506-625-6064 dsteele@spokanecity.org
15. Have you applied to any other company for this bond? ☐ Yes ☒ No
State name of company and reasons why declined:
16. What other pending bids do you have?
None
17. What is your current amount of work on hand? \$ 100,000.00
18. Complete statement of work on hand if one has not been completed in the last 3 months (see reverse side).
19. Attach separate information describing Bid results.
20. Attach any special bond forms to be used and include any special instructions on issuing the bonds.

Any person who, with the intent to injure, defraud or deceive any insurance company, submits a statement of claim or application containing false, incomplete or misleading information, may be subject to criminal and/or civil penalties.

Signed: _____



Federated Mutual Insurance Company
Home Office: Owatonna Minnesota 55060

Contractor: Four Seasons Services, Inc
City/State: Spokane, WA
By: Jeremy Deforge
Date: 09/17/18

Statement of Work on Hand

Shown below is the current status of all our uncompleted contracts on hand as of 09/17/2018

Description and Location of Job	1. Bonded? If "yes", give Company	2. Starting Date	3. Estimated Completion Date	4. Contract Price Including Change Orders	5. Contractor's Estimated Cost at Time of bid (A)	6. Amount Billed To Date	7. Total Costs Incurred to Date	8. Estimated Cost to Complete Remaining Work	9. Estimated Gross Profit or Loss
Knight Office Bldg, Deerpark, WA	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	09/20/2018	10/31/2018	\$95,000.00	\$45,000.00	\$0.00	\$0.00	\$48,500.00	\$46,500.00
	<input type="checkbox"/> Yes <input type="checkbox"/> No								
	<input type="checkbox"/> Yes <input type="checkbox"/> No								
	<input type="checkbox"/> Yes <input type="checkbox"/> No								
	<input type="checkbox"/> Yes <input type="checkbox"/> No								
	<input type="checkbox"/> Yes <input type="checkbox"/> No								
	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Miscellaneous Jobs (under \$10,000)	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Totals				\$95,000.00	\$45,000.00	\$0.00	\$0.00	\$48,500.00	\$46,500.00

Shown below is the Statement of Contracts Completed since the last report dated 06/01/2018

Description and Location of Job	Final Contract Price	Estimated Cost at Time of Bid	Final Gross Profit (or Loss)
Retaining Walls, Post Falls, ID	\$96,520	\$41,000	\$55,520
New Landscape, Spokane, WA	\$25,068	\$13,068	\$12,000
Plantings, Spokane Valley, W	\$30,789	\$15,000	\$15,789
Plantings, Fire Pits, Lighting	\$116,000	\$41,000	\$52,000

Do any billings include unapproved claims or disputed items? ☐ Yes ☒ No

Are any contracts behind schedule and/or subject to penalty? ☐ Yes ☒ No

If so, attach complete explanation.

Instructions

Bonded as well as unbonded should be included
Include change orders
Consolidate short orders (Miscellaneous)

A. Include Contractor's original estimated total cost plus cost of all change orders and extra work orders approved to date.

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

10/08/2018

Date Rec'd

9/26/2018

Clerk's File #

OPR 2018-0621

Renews #

Submitting Dept

INNOVATION & TECHNOLOGY

Cross Ref #

Contact Name/Phone

MICHAEL 625-6468

Project #

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR19735

Agenda Item Name

5300 ASSETWORKS M5 HOSTING AGREEMENT

Agenda Wording

The City of Spokane wishes to outsource operation & maintenance of computer applications to the Data Center operated by AssetWorks, as set forth in the Hosting Services Agreement. Total contract amount of \$228,480.00, including tax.

Summary (Background)

The City of Spokane has been using AssetWorks since 1993 for the M-5 Fleet Information Management System (FIMS). The Hosting Services Agreement will incur the costs outlined below: 2018-2019: \$52,224.00, including tax and one-time startup fee. 2019-2020: \$44,064.00, including tax. 2020-2021: \$44,064.00, including tax. 2021-2022: \$44,064.00, including tax. 2022-2023: \$44,064.00, including tax.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ \$52,224.00, incl. tax & 1-time startup

5300-73300-18850-54820

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session

Public Safety Committee

Division Director

SLOON, MICHAEL

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

COTE, BRANDY

Contract Accounting - mdoval@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Kimberly.Hamiter@AssetWorks.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The general scope of services will include, not limited to, operation, maintenance, and support of the o Database software for the Applications hosted under this Agreement o Database security o Data Center server operation The impact to outsourcing would be an annual cost savings over the next five years of: Year 1 \$16,143.78 Year 2 \$21,890.01 Year 3 \$22,822.53 Year 4 \$23,773.70 Year 5 \$24,743.90

Summary (Background)

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List

ejacobo@spokanecity.org	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division										
Subject:	AssetWorks Hosting Services Agreement (M-5) with City of Spokane										
Date:	October 10, 2018										
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468										
City Council Sponsor:											
Executive Sponsor:	Eric Finch and Michael Sloon										
Committee(s) Impacted:											
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative										
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Hosting Services Agreement Between AssetWorks LLC and City of Spokane (M-5).										
Strategic Initiative:	Sustainable Resources: Improve the performance and availability of a key software application used by City Fleet.										
Deadline:	January 15, 2019										
Outcome: (deliverables, delivery duties, milestones to meet)	AssetWorks M-5 application will be a hosted service maintained and supported by the vendor and will no longer reside on city datacenter servers.										
<p>Background/History: The City of Spokane has been using AssetWorks since 1993 for the M-5, <u>Fleet Information Management System (FIMS)</u> equipment management system. The Hosting Services Agreement will incur the costs outlined below:</p> <p>2018-2019 \$52,224.00, including tax and a one-time startup fee.</p> <p>2019-2020 \$44,064.00, including tax.</p> <p>2020-2021 \$44,064.00, including tax.</p> <p>2021-2022 \$44,064.00, including tax.</p> <p>2022-2023 \$44,064.00, including tax.</p> <p>Total contract amount of \$228,480.00, including tax.</p> <p>Budget code 5300-73300-18850-54820 Software Maintenance.</p>											
<p>Executive Summary:</p> <ul style="list-style-type: none"> The City of Spokane wishes to outsource the operation and maintenance of computer applications to the Data Center operated by AssetWorks, as set forth in the Hosting Services Agreement. The general scope of services will include, not limited to, operation, maintenance, and support of the <ul style="list-style-type: none"> Database software for the Applications hosted under this Agreement Database security Data Center server operation The impact to outsourcing would be an annual cost savings over the next five years of: <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <thead> <tr> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Year 4</th> <th>Year 5</th> </tr> </thead> <tbody> <tr> <td>\$16,143.78</td> <td>\$21,890.01</td> <td>\$22,822.53</td> <td>\$23,773.70</td> <td>\$24,743.90</td> </tr> </tbody> </table>		Year 1	Year 2	Year 3	Year 4	Year 5	\$16,143.78	\$21,890.01	\$22,822.53	\$23,773.70	\$24,743.90
Year 1	Year 2	Year 3	Year 4	Year 5							
\$16,143.78	\$21,890.01	\$22,822.53	\$23,773.70	\$24,743.90							
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>											
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>											



City of Spokane
Hosting Services Agreement

Title: ASSETWORKS, LLC, HOSTING
SERVICES AGREEMENT

This Software Service Agreement is between the **City Of Spokane**, a Washington State municipal corporation, whose address is W. 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City"), and **AssetWorks, LLC**, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania, 19087, as ("AssetWorks" / "Company").

WHEREAS, the City of Spokane desires to provide for the interface, updates and maintenance for its AssetWorks (M5) FMS Hosting; and,

WHEREAS, "Asset Works" has been selected as a sole source provider of this particular software / software support work;

NOW, THEREFORE, the parties agree as follows:

1. PERFORMANCE.

"Asset Works" shall provide services for the City of Spokane, as agreed, in accordance with the Company's Hosting Services Agreement, attached hereto at Attachment B. In the event of a dispute as to the terms of the agreement, this Agreement shall prevail.

2. CONTRACT TERM.

This Contract has a five year term and shall begin October 1, 2018 and end September 30, 2023, unless terminated sooner.

3. COMPENSATION.

The City shall pay the Company **FIFTY TWO THOUSAND, TWO HUNDRED TWENTY-FOUR AND 00/100 DOLLARS (\$52,224.00), including taxes, for Year 1, and FORTY FOUR THOUSAND, SIXTY-FOUR AND 00/100 DOLLARS (\$44,064.00), including taxes, each year, for Years 2 through 5**, for everything furnished and done under this Contract, for all work/services performed under this contract in accordance with Attachment B for a total contract amount of Two Hundred Twenty-Eight, Four Hundred Eighty and 00/100 (\$228,480.00)

4. PAYMENT.

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

5. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable federal, state, and local laws and regulations.

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

10. INSURANCE.

During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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

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

11. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant/Contractor/Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant/Contractor/Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. STANDARD OF PERFORMANCE.

The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

14. NONDISCRIMINATION.

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

15. BUSINESS REGISTRATION REQUIREMENT.

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

16. AUDIT / RECORDS.

The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times at the Company's primary place of business, and in a -reasonable manner to inspect and copy any such record. All audits will be at the City. 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.

17. DEBARMENT AND SUSPENSION.

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

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

ASSETWORKS, LLC.

CITY OF SPOKANE

By _____
Signature Date Signature Date

By _____

Type or Print Name

Type or Print Name

Title

Title

602-882-207 T12056839BUS
WA. UBI No. City of Spokane Bus.
License

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A –Certificate of Debarment

Attachment B – Hosting Services Agreement

2018-1100-261

ATTACHMENT A

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

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

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

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

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

ATTACHMENT B

Hosting Services Agreement

Between

AssetWorks LLC

And

City of Spokane

(60 Month Term)

Hosting Services Agreement

This Application Hosting Services Agreement ("Agreement") is effective as of _____ 2018 ("Effective Date"), by and between AssetWorks LLC ("AssetWorks"), a Delaware limited liability corporation with offices located at 998 Old Eagle School Road, Wayne, Pennsylvania, 19087 and the City of Spokane, WA ("Customer"), with offices located at 914 East North Foothill Drive Spokane, WA 99207. Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

1. AGREEMENT OVERVIEW

AssetWorks operates a Data Center ("Data Center"), located at 998 Old Eagle School Rd., Wayne, PA 19087, and provides associated services to support customers that wish to outsource the operation and maintenance of computer applications listed in the Scope of Services as referenced in Attachment 2. This Agreement describes the services to be provided by AssetWorks ("Hosting Services") the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process. This Agreement incorporates the following Attachments that shall be considered an integral part of this Agreement:

- Attachment 1 Service Level Agreement
- Attachment 2 Scope of Services
- Attachment 3 Fee Schedule

2. SERVICES

AssetWorks will perform the services ("Services") as described in the Scope of Services, set forth in Attachment 2.

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Applications hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services; and
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the AssetWorks Data Center

The Services shall be provided subject to the Terms and Conditions, which follow.

3. TERM

The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

4. FEES AND PAYMENT

Customer shall pay AssetWorks the applicable fees as set forth in the Fee Schedule, Attachment 3. AssetWorks shall invoice Customer semi-annually, in advance, and all invoiced fees shall be due and payable within 45 days of the date of an invoice. Semi-annual invoices shall include charges defined in Attachment 3. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH).

Remit By EFT / ACH / DD / Wire:

Wells Fargo
ABA Routing No. 122105278
Account No. 5076434348
Swift Address WFBIUS6S

Remit By Check:

AssetWorks
PO Box 202525
Dallas TX 75320-2525

Any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.

A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement, Customer will be obligated to pay the balance due on their account computed in accordance with the Fee Schedule in Attachment 3. Customer agrees that they may be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of the dispute.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

5. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to AssetWorks services.

- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. AssetWorks network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

6. OWNERSHIP OF DATA

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination pursuant to the requirements outlined in the Obligations. Upon expiration or termination of Contract, AssetWorks agrees, in addition to providing Customer with a copy of Customer's data files, that AssetWorks will thereupon delete all of Customer's data files.

7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY

Except as expressly set forth herein, provider disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. Provider shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if provider has been advised of the possibility of such damages. AssetWorks' liability for any and all damages (including attorneys' fees) under this Agreement (whether in contract or tort) shall in no event exceed fees paid to provider during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against AssetWorks relating to this agreement must be made in writing and presented to AssetWorks within six (6) months after the date on which this Agreement expires or is otherwise terminated.

8. TERMINATION FOR DEFAULT

A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

9. GOVERNING LAW; VENUE

The Agreement shall be governed and construed in accordance with the laws of the State of Washington without regard to choice of law principles. Subject to Section 20 below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Washington. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

10. ASSIGNMENT

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that AssetWorks may assign its obligations to a third party subject to Customer's written approval of such change, but AssetWorks shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in Attachment 3.

11. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

12. ENTIRE AGREEMENT

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

13. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

14. WAIVER

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. AMENDMENTS, SUPPLEMENTS

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

16. BINDING EFFECT, BENEFITS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

17. NOTICES

All notices under the Agreement will be in writing and will be delivered by personal service, certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the addresses set forth on the signature page to the Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed.

18. HEADINGS

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

19. AUTHORIZATION

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

20. DISPUTE RESOLUTION

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute (Dispute). If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the State of Washington. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which AssetWorks concludes performance under this Agreement.

21. RELATIONSHIP OF PARTIES

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

22. CONFLICTING PROVISIONS

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

23. COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Hosting Services

24. COUNSEL

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

25. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representative(s).

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

AssetWorks LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1 - Service Level Agreement

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by the AssetWorks for the Services specified in Attachment 2. The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

AVAILABILITY

AssetWorks will use commercially reasonable efforts to provide Services with an average of 98% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).
- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

FEE ADJUSTMENT

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than ninety five percent (95%) during any quarter, Customer will receive a credit to its account with AssetWorks equivalent to the percent of unavailability over and above 5%. The maximum credit would be 10% of the amount of AssetWorks Hosting Services fees paid or payable by Customer to AssetWorks

AssetWorks' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer's sole remedy and AssetWorks' entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

Attachment 2 - Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Services" for purposes of this Agreement. All Services will be provided by AssetWorks to and for the Customer's benefit in a manner that will meet the objectives outlined in Attachment 1.

Application

Application refers to the Customer's licensed AssetWorks software, and 3rd Party Software hosted by AssetWorks.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application.

Hardware

Server infrastructure using redundant web servers and Oracle RAC database servers is deployed within the primary Data Center located in Wayne, PA, to maximize uptime.

If required by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from Customer's site to the Data Center.

Database Instances

AssetWorks will maintain a single Production Database instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer's Production data up to 4 times in any 12 month period at no additional cost.

For an additional charge as defined in Attachment 3, AssetWorks will furnish an Ad-hoc Reporting Database for use with the Customer developed ad-hoc reports. This Database will be updated from the production database every night and will allow the Customer direct access to its data for purposes of ad-hoc reporting.

Custom Reports

For an additional charge as defined in Attachment 3, AssetWorks will certify a Customer built Ad-hoc Report for scheduling execution from within the Application directly against the production database, certifying that the Report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the Report into Customer's production environment to make it available for execution submission from within the Application.

Backups

Backups are taken on a nightly and monthly basis. Monthly backup tapes are rotated to the offsite storage facility and maintained for 12 months before recycling. Database backups are taken each night using Oracle RMAN and a time determined by AssetWorks. File system backups are taken using Tivoli Storage Manager and are taken following the Oracle RMAN backup as part of a scheduled process.

For an additional fee, AssetWorks will schedule other 'Critical Points' for back-up, as defined and required by the Customer (e.g., month-end, year-end and before upgrades.). The Customer retains the right to have copies of back-up tapes mailed to the Customer's site on a schedule determined by AssetWorks.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the AssetWorks side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Maintenance

AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.

If AssetWorks is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the AssetWorks will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

Attachment 3 – Fee Schedule

This section provides the fees payable to AssetWorks.

Start-Up Fee, Hosting (One Time Charge)

Description	Line Total
Hosting or SaaS - Server Setup Fee (one-time)	USD 5,000.00
Hosting or SaaS - Reporting Database Setup Fee (one-time)	USD 2,500.00
Service TOTAL:	USD 7,500.00

Monthly Service Fees Structure

Hosting

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
Hosting Services - FleetFocus Monthly Fee	1,450.00	USD 1.50	USD 2,175.00	USD 26,100.00
Hosting Services - Reporting Database Monthly Fee	1.00	USD 500.00	USD 500.00	USD 6,000.00
Hosting Services - FuelFocus (per ICU)	14.00	USD 50.00	USD 700.00	USD 8,400.00
Hosting TOTAL:			USD 40,500.00	

Fee Adjustments

For additional Customer database instances requested beyond the existing Production and Test instances, a one-time fee will be charged for creation and a per month fee will be charged as long as the instance exists at the Data Center.

Professional Services Fees

Work requested by Customer beyond that described in Attachment 2, will be charged at the following rates. Before any work is done which would incur charges billed as Professional Services Fees, the AssetWorks will supply a proposal describing the work and providing an estimate of hours, cost, and completion date. Customer approval will be required before work can begin.

Project Management, per hour \$205.00

Training and Subject Matter Expert Consulting, per hour \$205.00

Development, per hour \$205.00

Service Termination Fee

If Customer terminates this Agreement other than pursuant to Section 8, "Termination for Default," of the Agreement, a Service Termination Fee equal to 100% of the current Monthly Service Fees will be billed monthly until the end of the then current Term of this Agreement.

Travel Expenses

In addition to the fees set forth above, Customer shall reimburse AssetWorks for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by AssetWorks in support of the Agreement during provision of support services at the Customer site. AssetWorks will adhere to the Customer's Travel Policies to the extent possible.

Adjustment of Fees

The fees set forth above shall remain in effect during the first year of the Agreement beginning on the Effective Date. Thereafter, AssetWorks shall have the right to adjust its fees upon 60 days prior written notice to Customer. AssetWorks shall not adjust its fees more often than once per year.

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

10/08/2018

Date Rec'd

9/21/2018

Clerk's File #

ORD C35680

Renews #

Submitting Dept

CITY COUNCIL

Cross Ref #

Contact Name/Phone

BEN STUCKART 6256269

Project #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 DISPOSITION OF SURPLUS PROPERTY FOR AFFORDABLE HOUSING

Agenda Wording

An ordinance relating to the disposition of surplus real property; adopting new sections 12.10.005 and 12.10.050; and amending sections 12.10.030 and 12.10.040 of the Spokane Municipal Code.

Summary (Background)

Please see attached briefing paper.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance - 9/24

Finance

DOVAL, MATTHEW

Distribution ListLegal

RICHMAN, JAMES

kkeen@spokanecity.org

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO. C35680

An ordinance relating to the disposition of surplus real property; adopting new sections 12.10.005 and 12.10.050; and amending sections 12.10.030 and 12.10.040 of the Spokane Municipal Code.

WHEREAS, there is a significant need for housing in the city of Spokane for households with incomes under 80% percent of the area median income ("AMI"); and

WHEREAS, the City's Comprehensive Plan supports City efforts to assist in the development of affordable housing, via policies H 1.10 (Lower-Income Housing Development Incentives) and H 1.12 (Affordable Housing Funding Sources); and

WHEREAS, the City's strategic plan calls on the City to "[r]educe homelessness and protect vulnerable populations," and "[s]upport [the] smart use of public land while protecting natural resources"; and

WHEREAS, House Bill 2382 authorized cities to dispose of surplus property for, among other purposes, the development of affordable housing, provided that the city adopts rules and imposes certain requirements; and

WHEREAS, the City of Spokane owns real property and desires to examine, in the process of its real estate review committee process for the disposition of surplus real property, whether such property is suitable for affordable housing.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 12.10.005 of the Spokane Municipal Code:

Section 12.10.005 Definitions

- A. "Affordable housing" has the same definition as that stated in RCW 46.63A.510(4)(a), namely, residential housing that is rented or owned by a person who qualifies as a very low-income, low-income, or moderate-income household or who is from a special needs population, and whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent (30%) of the household's monthly income.
- B. "Public benefit" means affordable housing for low-income and very low-income households as defined in RCW 39.33.015(8)(a), and related facilities that support the goals of affordable housing development in providing economic and social stability for low-income persons.

Section 2. That section 12.10.030 of the Spokane Municipal Code is amended to read as follows:

Section 12.10.030 Real Estate Review Committee; Report.

- A. Upon determining that no City department is using, or will use, an identified parcel of land within a reasonable timeframe, the Real Estate Review Committee ("RERC") shall review the subject property and prepare a written recommendation to the Mayor as to whether a particular parcel should be declared surplus and, if so, the method of disposition. The RERC shall meet on an as-needed basis, and shall include the following members or their designees:
 1. Asset Management Director,
 2. City Administrator,
 3. Finance Director,
 4. City Attorney,
 5. City Department or Division Head most directly affected by the surplus and disposition, if applicable,
 6. The two City Council Members who represent the district where the subject property is located, and
 7. Director of Neighborhood Services
- B. The RERC report shall include at least the following information regarding the subject property:
 1. A description of subject parcel's size, zoning, existing improvements, condition of improvements, ingress/egress, neighborhood planning, environmental condition (findings of environmental reports), and other salient observations.
 2. A description of the acquisition and development history of property, including when was the property originally acquired by the City, the source of funds for acquisition, the source of funds for subsequent improvements, how the property is currently used or was used most recently, and the City department(s) involved, etc.
 3. A written comment from the City's Community, Housing, and Human Services ("CHHS") Department as to whether the property is suitable for affordable housing development, including a description of the factors supporting the conclusions contained in the written comment. Such factors shall include, without limitation, location, approximate lot size, proximity to

services, and access to transit.

4. The report should identify the City department or fund (e.g., revenue, general, special) which is most logically and/or economically linked to the property. In addition, the report should address the repayment of bonds, grants, or other financing instruments used to acquire the property or which have used the property as security.
5. Before a recommendation for surplus and disposition is made, the RERC shall announce to all City departments and the City Council that the subject property is being evaluated for surplus. If a City department expresses interest in using the property, that department must present a written explanation to the RERC, for inclusion in its recommendation report, of the interested department's interest, its intended use, timeline, and operational and financial rationale for maintaining City ownership of the property for use by the interested department.
6. The RERC's report must describe the efforts made by the RERC to obtain input from and consultation with elected officials, City staff, neighborhood councils, and other groups that may have developed ideas on re-purposing the subject property in alignment with City strategic goals.
7. The RERC report must also include an estimate of the subject property's market value. This can be accomplished by the use of a Member of Appraisal Institute ("MAI") /state certified appraisal, tax assessment, market comparables, and/or a City staff opinion of market value.
8. The RERC report should include any recommended covenants, conditions, or restrictions that the City should place on the subject property before disposed. Examples include access easements, air rights for adjacent property owners, purchase option or right of first refusal for City to reacquire property at a future date, among others.
9. The RERC report should recommend the preferred disposition method from among those listed in SMC 12.10.040. The methods are not mutually exclusive and some properties may require a mixture of the methods.

Section 3. That section 12.10.040 of the Spokane Municipal Code is amended to read as follows:

Section 12.10.040 Allowable Methods of Property Disposition

- A. Surplus City real property may be disposed of using any of the following methods:

1. Direct Sale. Using City legal staff, third party title/escrow companies, and third party reports such as appraisals and environmental studies, the City may sell property directly to another party. This approach does not require the services of a professional listing broker or the additional considerations of a special disposition. Typical examples for which this method are most well-suited include:
 - a. Remnants, defined as: 1) small parcels of land, usually smaller than 2,000 square feet, 2) irregular shapes, and 3) are unlikely to support any stand-alone development. Remnants are often the leftover parcels from right of way dedications and developments. The most likely buyer of a remnant property will be an abutting property owner.
 - b. Unsolicited offers the City receives from public or private parties on city-owned real estate properties that have not been surplus or are not actively being marketed for sale.
 - c. Sales to Public Development Authorities or Limited Redevelopment Authorities, provided that such sales comply with Chapter 39.33, RCW.
 - d. Sales to non-profit or for-profit affordable housing providers, provided that such sales comply with Chapter 39.33.
2. Listing with Real Estate Broker. In order to generate the greatest return on the sale of a property, subject to applicable procurement laws, the City may contract with a professional commercial real estate broker who specializes in commercial or residential properties for broker listing in some cases. Broker listings are ideally suited for land parcels and improved properties in established neighborhoods for which (1) the anticipated use of the subject properties will be similar to their present uses, and (2) future development of the subject parcel is expected to conform to the well-established land uses prevalent in the subject property's vicinity.
3. Land Swaps. The City may also, as specifically authorized by chapter 39.33, RCW, dispose of real property via a land swap with another public entity, such as a school district, county, the federal government, or other municipal corporation.
4. Special Dispositions. Some City-owned real property may merit the use of a special disposition method because they can provide benefits that far exceed the limitations of monetary market value. Special disposition of these properties can further the objectives and goals of the City and can actually be a catalyst for economic development, affordable housing, and

expansion of community services. All special dispositions should be reviewed for compliance with RCW 39.33 and Article VIII, Section 7 of the Washington State Constitution, which generally prohibits gifting of City property.

a. Key characteristics qualifying a property for special disposition status include the following:

- i. Properties that have a nexus with a Public Development Authority, such as where the property is within the geographic area of a public development authority (PDA), or where a PDA has expressed specific interest in the subject property.
- ii. Properties within City-designated targeted investment areas or a neighborhood where redevelopment is a focus of revitalization efforts.
- iii. Properties with characteristics desirable when providing affordable housing units including access to transit, employment centers, healthcare facilities, schools, and the presence of other relevant factors as identified by the CHHS Department. The property's current land use and zoning designations shall not be considered prohibitive to providing affordable housing units.
- iv. Properties for which there is strong community interest, as expressed by neighborhood councils, local businesses, schools, and other community organizations.
- v. Properties which may, if the use is changed from the current use, create a substantial impact on neighboring property owners.
- vi. The needs of multiple stakeholders, including those mentioned above, may necessitate the use of a disposition method other than a listing or direct sale.
- vii. The City may use a special disposition method where the City anticipates that a likely buyer will request a zoning change, a street dedication, a right of way vacation, or zoning changes.
- viii. Special disposition methods may be appropriate where the City retains requires property rights after the sale of the property, such as access easements, air rights, purchase options, and other conditions not already addressed

elsewhere.

- ix. The RERC report may contain a recommendation for the use of a special disposition method for reasons other than those listed above, based on the specific circumstances.
- b. Prior to finalizing a report which recommends a special disposition method, the RERC shall hold a public hearing regarding the subject property. The RERC will issue a notice of public hearing no sooner than 10 days and no more than 25 days prior to the hearing. Notice will be sent to all property owners within 1,000 feet of the subject property and officers of the applicable neighborhood council. The RERC shall incorporate the public hearing comments in its recommendation report.
- c. The primary means for performing a special disposition is a City-issued Request for Proposal ("RFP"). The RERC will develop the RFP criteria as part of any recommendation report which recommends disposition via a special disposition process. The criteria used in evaluating responses to the RFP will be enumerated and weighted on a property-specific basis. For instance, the RFP criteria on a residential parcel in one area of the City may vary significantly from that on an industrial property in another area.
 - i. Some RFP criteria may be:
 - A. Compatibility with adopted neighborhood plan
 - B. Compliance with the City of Spokane's Comprehensive Plan
 - C. Potential number of affordable housing units which the property can provide, the income level(s) potentially served by such affordable housing development, and the proposer's experience or capacity in developing and managing affordable housing.
 - D. Job creation potential
 - E. New tax base expansion or creation potential
 - F. Ultimate range of purchase price and earnest money
 - G. Relevant purchase contract conditions

H. Experience and capability of the buyer

I. Timeline for completing the project and/or project phases, as applicable

- d. The RFP process may use a direct sale closing process or it may become part of the listing requirements with a licensed broker. Alternatively, the RERC may recommend a long term lease. The RERC report shall contain a recommendation concerning the method of disposition.

Section 4. That there is adopted a new section 12.10.050 of the Spokane Municipal Code:

Section 12.10.050 Surplus Property for Affordable Housing Requirements

- A. The City desires to maximize the number of affordable housing units developed at or below 80 percent of Area Median Income (AMI).
- B. Pursuant to RCW 39.33, the City of Spokane may dispose of surplus property, may transfer, lease, or use other methods of disposal of such property for public benefit.
- C. Disposition of City surplus real property for affordable housing may be made to a public, private, or nongovernmental body on mutually agreeable terms and conditions, including a no-cost transfer, subject to and consistent with Washington Constitution article VIII, section 7, RCW 39.33, and this chapter.
- D. Affordable housing units created through the disposition of public property under this section may be guaranteed upon request by the City of Spokane by a notation made on a recorded deed or other property conveyance instrument which includes both a covenant or other requirement that the property shall be used for affordable housing and appropriate remedies that apply if the recipient of the property fails or ceases to use it for affordable housing.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effect

Briefing Paper

Finance & Administration

Division & Department:	City Council
Subject:	Disposition of Surplus Property for Affordable Housing
Date:	9/17/18
Contact (email & phone):	Ben Stuckart/bstuckart@spokanecity.org/509-625-6269
City Council Sponsor:	Ben Stuckart
Executive Sponsor:	None
Committee(s) Impacted:	Finance & Administration; Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" 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)	Comprehensive Plan – H 1.12 (Affordable Housing Funding Sources) Comprehensive Plan – SH 1.6 (Vacant, Condemned, & Real Estate Owned Buildings) Comprehensive Plan – SH 1.7 (Surplus City Real Property) RCW 39.33 Mayor Condon's Housing Quality Task Force The Road Home – Spokane Regional 10-year Plan to End Homelessness
Strategic Initiative:	Available Housing; Our Most Vulnerable
Deadline:	Will file after committee
Outcome: (deliverables, delivery duties, milestones to meet)	N/A
<u>Background/History:</u> <p>The lack of affordable housing is a root cause of poverty in Spokane (Spokane County & City of Spokane, 2008). More than half of all renters in Spokane are considered “rent burdened”¹ (Spokane Community Indicators, n.d.). Spokane’s percentage of rent burdened² citizens outpace the rates of the rest of Spokane County as well as Washington and the United States averages.</p> <p>The high cost and lack of available land can make it impossible for affordable housing development. Strong housing demand like we have seen recently in Spokane (Kramer, 2018) can drive land costs up (Hickey & Sturtevan, Public Land & Affordable Housing in the Washington DC Region: Best Practices and Recommendations, 2015). Discounted public land or properties transferred at no cost can be a valuable component of an overall effort to make affordable housing development financially feasible.</p> <p>Many municipalities (Garrison, 2016), agencies (Cohen, No Cost Public Land Gives Seattle Affordable Housing Developers a Boost, 2017), and states have created policies that allow the transfer of public property to developers of affordable housing under the property’s market value or at no cost (Local Housing Solutions, n.d.).</p> <p>Surplus City properties, especially vacant land, can have a direct budget impact including costs for upkeep and foregone property taxes. Vacant public properties can also have safety issues and can have a negative impact on neighborhoods (Spotts, Hale-Case, & Abu-Khalaf, 2017).</p>	

¹ 30% of renters in Spokane pay over half of their household income on rent. More than half of all renters pay at least 30% of their household income in rent.

² Moderate Cost Burdened – 30-49% of Income
 Severe Cost Burdened – 50% or more of Income

The Mayor's Housing Quality Task Force recommended a policy to identify city-owned surplus property for transfer under the conditions that the property be used for affordable housing. (Mayor Condon's Housing Quality Task Force, 2016).

In 2018, the Washington State Legislature passed HB 2382 which authorizes local governments to dispose of surplus property for the development of affordable housing including land acquired with enterprise funds (Association of Washington Cities, 2018). The state has defined affordable housing (known as "public benefit") as <80% AMI.³ There is a requirement for local governments to adopt regulations governing the transfer of public property for affordable housing authorized under HB 2382.

Executive Summary:

This ordinance:

- Requires that the Real Estate Review Committee (RERC) report include a determination of whether a surplus property is suitable for affordable housing. The City's CHHS Department may make a recommendation on whether a property is suitable for affordable housing. It creates no development/redevelopment preference for affordable housing.
- Establishes affordable housing as a key characteristic of properties that qualify for special disposition. Characteristics desirable for the development of affordable housing include close access to transit, schools, health facilities, and employment centers. A property's current land use designation does not prevent it from being considered as a potential site for affordable housing.
- Adds "potential number of affordable housing units, income level served, and length of time units are to be affordable" as criteria in RFPs for special dispositions. Maintains the flexibility for addressing each site in its own context.
- Notes that City property may be transferred at no cost if used for 'public benefit' per RCW 39.33. 'Public benefit' is defined as affordable housing for low-income and very low-income households as defined in RCW 43.63A.510, and related facilities that support the goals of affordable housing development in providing economic and social stability for low-income persons.

Budget Impact:

TOTAL COST: N/A

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

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

If new, specify funding source:

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

The ordinance has no fiscal impact. The City may lose revenue in the future from the sale or transfer of surplus property for less than fair market value. The development of vacant properties may also result in an increase property tax revenue.

Operations Impact:

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

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

Specify changes required: The RERC must consider if surplus City properties could be used for affordable housing.

Known challenges/barriers: None

³ Area Median Income

References

- Association of Washington Cities. (2018). *Using surplus properties for affordable housing*. Olympia, Washington: AWC.
- Association of Washington Cities and Municipal Research & Services Center. (2017). *Homelessness & housing toolkit for cities*. Olympia Washington: Association of Washington Cities and Municipal Research & Services Center.
- Beekman, D. (2018, July 30). Surplus City Light properties could be sold below market value for low-income housing. *The Seattle Times*.
- California State Legislature. (2014, September 27). *Assembly Bill No. 2135*. Retrieved from California Legislative Information: https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201320140AB2135
- Cohen, J. (2017, November 27). *No Cost Public Land Gives Seattle Affordable Housing Developers a Boost*. Retrieved from Next City: <https://nextcity.org/daily/entry/no-cost-public-land-seattle-affordable-housing-developers-boost>
- Cohen, J. (2017, September 29). *What's keeping surplus public land from becoming affordable housing?* Retrieved from Curbed Seattle: <https://seattle.curbed.com/2017/9/29/16387686/surplus-public-land-affordable-housing>
- Desmond, M. (2016). *Evicted*. New York: Broadway Books.
- Garrison, J. (2016, February 12). Nashville to donate 13 properties for affordable housing. *Tennessean*.
- Hickey, R., & Sturtevan, L. (2015). *Public Land & Affordable Housing in the Washington DC Region: Best Practices and Recommendations*. Washington D.C.: Urban Land Institute Washington.
- Hickey, R., Murray, Z., & Reyes, S. (2018). *What About Housing?* Portland Oregon: Grounded Solutions Network.
- Kramer, B. (2018, September 11). Escalation in Spokane County home prices shows signs of slowing. *The Spokesman-Review*.
- Local Housing Solutions. (n.d.). *Use of publicly owned property for affordable housing*. Retrieved from Local Housing Solutions: <https://www.localhousingsolutions.org/act/housing-policy-library/use-of-publicly-owned-property-for-affordable-housing-overview/use-of-publicly-owned-property-for-affordable-housing/>
- Mayor Condon's Housing Quality Task Force. (2016). *Mayor's Quality Housing Task Force Final Report*. Spokane: City of Spokane.
- Schwartz, M., & Wilson, E. (n.d.). *Who Can Afford To Live in a Home?: A look at data from the 2006 American Community Survey*. Washington D.C. : US Census Bureau.
- Spokane Community Indicators. (n.d.). *Total and Share of Renters Paying 30% or More of Their Household Income for Shelter Costs*. Retrieved from Spokane Community Indicators: http://www.communityindicators.ewu.edu/graph.cfm?cat_id=6&sub_cat_id=2&ind_id=1
- Spokane Community Indicators. (n.d.). *Total and Share of Renters Spending 50% or More of Their Household Income for Shelter Costs*. Retrieved from Spokane Community Indicators: http://www.communityindicators.ewu.edu/graph.cfm?cat_id=6&sub_cat_id=2&ind_id=6

Spokane County & City of Spokane. (2008). *The Road Home*. Spokane: Spokane County & City of Spokane.

Spotts, M. A., Hale-Case, G., & Abu-Khalaf, A. (2017). *Public Benefit from Publicly Owned Parcels: Effective Practices in Affordable Housing Development*. Columbia, Maryland: Enterprise Community Partners.

Stum, B. (2015). *Is There Affordable Housing in Spokane?* Spokane: Spokane City Council.

United Way. (2016). *ALICE in Spokane County*. Spokane: United Way.