

## **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, FEBRUARY 4, 2019

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

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

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



# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## ADMINISTRATIVE SESSION

### CONSENT AGENDA

#### REPORTS, CONTRACTS AND CLAIMS

#### RECOMMENDATION

- |  |         |               |
|--|---------|---------------|
| 1. Change Order No. 1 with Knight Construction (Deer Park, WA) for Clarke Avenue 14-inch Force Main Extension—increase of \$15,578 (plus tax). Total contract amount: \$105,198.00 (plus tax).<br><b>Chris Peterschmidt</b>                              | Approve | OPR 2018-0769 |
| 2. Contract Renewal 1 of 3 with Loomis Armored US, LLC (Houston, TX) from January 1, 2019, to December 31, 2019—\$54,000.<br><b>Michelle Hughes</b>  | Approve | OPR 2017-0197 |
| 3. Contract Extension and Amendment with Duncan Parking Technologies, Inc. (DPT), a subsidiary of CivicSmart, Inc. (Milwaukee, WI), for DPT Liberty meters for Parking Services—\$111,540.<br><b>Jensen Ray</b>  | Approve | OPR 2013-0460 |
| 4. Spokane Transit Authority Infrastructure Improvements Master Design and Construction Agreement between the City and STA establishing the process and procedures for implementing cooperative projects—Revenue \$5,000,000.<br><b>Katherine Miller</b> | Approve | OPR 2019-0048 |

- |   |                                    |               |
|---|------------------------------------|---------------|
| 5. Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments | CPR 2019-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, 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 _____, 2019: \$_____.  |                                    |               |
| 6. City Council Meeting Minutes: _____, 2019.   | Approve<br>All                     | CPR 2019-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

# NO BOARDS AND COMMISSIONS APPOINTMENTS

## ADMINISTRATIVE REPORT

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### COUNCIL COMMITTEE REPORTS

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

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### 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).

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35739      Integrated Capital Management Fund  
FROM: Unappropriated Reserves, \$116,375;  
TO:      Associate Engineer, same amount.

(This action creates one additional Associate Engineer position.)

**Katherine Miller**

ORD C35740      General Fund  
FROM: Unappropriated Reserves, \$150,000;  
TO:      Operating Transfer to Arterial Streets, same amount.

and

**Arterial Streets Fund**

**FROM: Operating Transfer from General Fund, \$50,000;**

**TO: Arterial Streets I90/I195 Professional Services, same amount.**

and

**Arterial Streets Fund**

**FROM: Operating Transfer from General Fund, \$100,000;**

**TO: Arterial Streets Ben Burr Trail/Bicycle Pedestrian Bridge Professional Services, same amount.**

**(This action provides funds to the I90/ I195 SRTC contract, as well as the need to fund a study of the Ben Burr Trail and Bicycle Pedestrian Bridge.)**

**Council President Stuckart**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

**(Require Four Affirmative, Recorded Roll Call Votes)**

**ORD C35737 Relating to payment of City Utility bills; amending sections 4.02.140 and 13.01.0314 of the Spokane Municipal Code. (Seeks approval to increase utility bill repayment terms from 10 days to 20 days.)**

**Corin Morse**

## **NO FIRST READING ORDINANCES**

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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**Motion to Approve Advance Agenda for February 4, 2019  
(per Council Rule 2.1.2)**

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## **OPEN FORUM (CONTINUED)**

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

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

## **ADJOURNMENT**

The February 4, 2019, Regular Legislative Session of the City Council is adjourned to February 11, 2019.

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## **NOTES**

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

02/04/2019

<b>Date Rec'd</b>	1/15/2019
<b>Clerk's File #</b>	OPR 2018-0769
<b>Renews #</b>	
<b>Cross Ref #</b>	19890
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR20075

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact</b>	CHRIS 625-4618
<b>Contact E-Mail</b>	CPETERSCHMIDT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320 - CHANGE ORDER - EMERGENCY BYPASS FOR CLARKE AVE. FORCE-MAIN

**Agenda Wording**

Change Order No. 1 to contract with Knight Construction of Deer Park, WA for an increase of \$15,578.00 plus tax, for a total contract amount of \$105,198.00 plus tax. Original Clerk's File #2018-0769/CR 19890

**Summary (Background)**

The Clarke Avenue Lift Station is the largest wastewater lift station in the city and serves a large portion the south side. To facilitate maintenance and provide an alternative flow path in an extreme emergency, a bypass is being established. Per the original contract, Knight Construction was to fill in the lower level of the previously abandoned lift station with CDF (controlled density fill) to prevent future ground settlement and sink holes.

<b><u>Fiscal</u></b>	Grant related?	NO	<b><u>Budget Account</u></b>
	Public Works?	YES	
Expense	\$ 16,948.86		# 4320.43230.94000.56401
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 1/28/19
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<b><u>Additional Approvals</u></b>		mhughes@spokanecity.org	
<b><u>Purchasing</u></b>		cwahl@spokanecity.org	
		Tax & Licenses	
		cpeterschmidt@spokanecity.org	
		lberry@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

Per the original contract, Knight Construction was to fill in the lower level of the previously abandoned lift station with CDF (controlled density fill) to prevent future ground settlement and sink holes. During the work it was determined that the wet well of the abandoned station also had not been properly abandoned and also needed to be filled with CDF. An additional 90 cubic yards of CDF will be added per this Change Order, at the original contract unit cost. (\$131 X 90 CY = \$11,790.00) Also, to improve access to the end of the extended pipe, a vault is being added for the additional cost of \$3,788.00. A bypass system is being developed to allow for maintenance and emergency use. More of the old station needs proper CDF fill than was originally contracted for. This Change Order also adds a vault for better access to the extended force main.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### (Public Infrastructure, Environment, and Sustainability)

<b>Division &amp; Department:</b>	Public Works / Riverside Park Water Reclamation Facility
<b>Subject:</b>	Change Order for the Contract with Knight Construction of Deer Park, WA, for emergency bypass for Clark Ave. sewer force-main construction. The original contract was for \$89,620 (ex. tax). Change Order amount is \$15,578.00 (ex. tax)
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	Chris Peterschmidt, Principal Engineer 625-4618 <a href="mailto:cpeterschmidt@spokanecity.org">cpeterschmidt@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	<p>This construction project is for the extension of a previously abandoned sewer force main to be used during maintenance and emergency bypass situations at the Clarke Ave Lift Station.</p> <p>The Strategic Initiatives it supports are Innovative Infrastructure and Resiliency.</p>
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of this Change Order to Knight Construction for the extension of the Clarke Ave. sewer force main.
<b>Background/History:</b> <p>The Clarke Avenue Lift Station is the largest wastewater lift station in the city and serves a large portion the south side. To facilitate maintenance and provide an alternative flow path in an extreme emergency, a bypass is being established.</p> <p>Per the original contract, Knight Construction was to fill in the lower level of the previously abandoned lift station with CDF (controlled density fill) to prevent future ground settlement and sink holes. During the work it was determined that the wet well of the abandoned station also had not been properly abandoned and also needed to be filled with CDF. An additional 90 cubic yards of CDF will be added per this Change Order, at the original contract unit cost. (\$131 X 90 CY = \$11,790.00)</p> <p>Also, to improve access to the end of the extended pipe, a vault is being added for the additional cost of \$3,788.00.</p>	



Executive Summary:

- The Clarke Avenue Lift Station is the largest sewer lift station in the city.
- A bypass system is being developed to allow for maintenance and emergency use.
- Knight Construction has been contracted to extend the old force main for this purpose.
- Part of original contract is to properly fill abandoned old lift station with CDF.
- More of the old station needs proper CDF fill than was originally contracted for.
- This Change Order adds additional CDF to the contract
- This Change Order also adds a vault for better access to the extended force main.
- This Change Order adds \$15,578.00 to the original \$89,620.00 amount (excluding taxes).
- Funding is from the Wastewater Management Capital Plan, revenue is from sewer rates.

Budget Impact:

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

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

If new, specify funding source: Department

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

# CITY OF SPOKANE

## CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Knight Construction and Supply, Inc.

PROJECT TITLE: Clarke Avenue 14-Inch Force Main Extension

CITY CLERK CONTRACT NUMBER: OPR-2018-0769

=====

DESCRIPTION OF CHANGE:

AMOUNT

Per the original contract language, Knight Construction was to fill in the lower level of the previously abandoned lift station with CDF to prevent future ground settlement and sink holes. During the work it was determined that the wet well of the abandoned station also had not been properly abandoned and also needed to be filled with CDF. An additional 90 cubic yards of CDF is to be added to the work (\$131 X 90 CY = \$11,790.00)

Also, to improve access to the end of the extended pipe, a vault is being added for the additional cost of \$3,788.00.

=====

**TOTAL AMOUNT:**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$89,620.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$0.00
CURRENT CONTRACT AMOUNT	\$89,620.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$15,578.00
<b>REVISED CONTRACT SUM</b>	<b>\$105,198.00</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	December 18, 2018
CURRENT COMPLETION DATE	December 20, 2018
<b>REVISED COMPLETION DATE</b>	<b>December 20, 2018</b>

Contractor's Acceptance: \_\_\_\_\_

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

City Approval: \_\_\_\_\_

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

Attest: \_\_\_\_\_

City Clerk

**KNIGHT CONSTRUCTION & SUPPLY, INC.**

28308 N. CEDAR RD.  
DEER PARK WA 99006  
(509) 276-2229

**INVOICE**

Invoice#: 10018

Date: 12/18/2018

**Billed To:** CITY OF SPOKANE  
4401 North A.L. White Parkway  
Spokane WA 99205

**Project:** 38019

City of Spokane Clarke Ave 14 in Force Ma  
2414 W Clarke Avenue  
Spokane WA 99201

**Due Date:** 01/17/2019

**Terms:** 30DY

**Purchase Order No:**

**Contract No:** OPR-2018-0769

Part No.	Description	Quantity	Price	Total
	Change Order # 1	1.00	15,578.00	15,578.00

*A service charge of 18 % per annum will be charged on all amounts  
overdue on regular statement dates.*

*Thank you for your prompt payment!*

Non-Taxable Amount:	0.00
Taxable Amount:	15,578.00
Sales Tax:	1,370.86
<b>Amount Due</b>	<b>16,948.86</b>























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

02/04/2019

**Date Rec'd**

1/23/2019

**Clerk's File #**

OPR 2017-0197

**Renews #****Cross Ref #**

OPR 2017-0197

**Submitting Dept**

ACCOUNTING

**Contact Name/Phone**

MICHELLE HUGHES 625-6320

**Project #****Contact E-Mail**

MHUGHES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

MASTER

**Agenda Item Name**

5600 - CONTRACT RENEWAL ARMORED CAR SERVICE

**Agenda Wording**

Contract with Loomis for Armored Car service expired 12/31/18 with an option for three 1 year renewal. This is to finalize the first 1 year renewal period with Loomis from 1/1/19 to 12/31/19.

**Summary (Background)**

•The City issued an informal RFP for armored car services in November of 2016 with Loomis US being the apparent successful bidder. •In June of 2017 the City amended the contract to include services to the Parks Department and the Solid Waste Department. The original contract was a minor contract and due the increased costs of the amendment it now exceeds the minor contract limits. •Looking to renew contract for 1 year 1/1/19 to 12/31/19

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 54,000

# various

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

HUGHES, MICHELLE

**Council Notifications****Study Session**Urban Experience  
1/14/19**Division Director**

MARCHAND, CRYSTAL

**Other****Finance**

DOVAL, MATTHEW

**Distribution List****Legal**

DALTON, PAT

mhughes@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mdoval@spokanecity.org

**Additional Approvals****Purchasing**


## Briefing Paper (Sustainable Resources Committee)

<b>Division &amp; Department:</b>	Finance																
<b>Subject:</b>	Loomis Term Extension Agreement																
<b>Date:</b>	1/10/19																
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhuges@spokanecity.org">mhuges@spokanecity.org</a>																
<b>City Council Sponsor:</b>																	
<b>Executive Sponsor:</b>																	
<b>Committee(s) Impacted:</b>	Urban Development																
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative																
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)																	
<b>Strategic Initiative:</b>																	
<b>Deadline:</b>																	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Finalize 1 year contract renewal period with Loomis																
<b>Background/History:</b> Currently the City of Spokane's Loomis contract is expired.																	
<ul style="list-style-type: none"> <li>The City issued an informal RFP for armored car services in November of 2016 with Loomis US being the apparent successful bidder.</li> <li>In June of 2017 the City amended the contract to include services to the Parks Department and the Solid Waste Department. The original contract was a minor contract and due the increased costs of the amendment it now exceeds the minor contract limits.</li> <li>The 1 year annual renewal will be funded as follows:</li> </ul> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><b>Department</b></th> <th style="text-align: left;"><b>Estimated Cost</b></th> </tr> </thead> <tbody> <tr> <td>My Spokane</td> <td>\$ 7,500</td> </tr> <tr> <td>Parking</td> <td>\$ 5,000</td> </tr> <tr> <td>Parks Department</td> <td>\$20,000</td> </tr> <tr> <td>Muni Court</td> <td>\$10,000</td> </tr> <tr> <td>SW Disposal</td> <td>\$ 6,500</td> </tr> <tr> <td>Police Records</td> <td>\$ 5,000</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$54,000</b></td> </tr> </tbody> </table>		<b>Department</b>	<b>Estimated Cost</b>	My Spokane	\$ 7,500	Parking	\$ 5,000	Parks Department	\$20,000	Muni Court	\$10,000	SW Disposal	\$ 6,500	Police Records	\$ 5,000	<b>Total</b>	<b>\$54,000</b>
<b>Department</b>	<b>Estimated Cost</b>																
My Spokane	\$ 7,500																
Parking	\$ 5,000																
Parks Department	\$20,000																
Muni Court	\$10,000																
SW Disposal	\$ 6,500																
Police Records	\$ 5,000																
<b>Total</b>	<b>\$54,000</b>																
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)																	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:																	



### TERM EXTENSION AMENDMENT

Effective November 16 2018, the parties hereto agree that the following paragraphs shall serve to amend the Agreement, dated January 1, 2017, by and between Loomis Armored US, LLC ("LOOMIS") and the City of Spokane ("CUSTOMER") (the "Agreement").

The Agreement is hereby amended as follows:

1. The parties agree to extend the term of the Agreement for one (1) additional year, ending on December 31, 2019.

**THIS AMENDMENT** shall, in no other way, alter, delete, waive or amend any other rights and responsibilities as between CUSTOMER and LOOMIS, with regard to the Agreement. All other terms and conditions contained in the agreement, except as set forth above, shall continue, without alteration, in full force and effect as long as this addendum is in force.

#### CUSTOMER

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

#### LOOMIS

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

02/04/2019

**Date Rec'd**

1/16/2019

**Clerk's File #**

OPR 2013-0460

**Renews #****Cross Ref #**

OPR 2013-0512

**Project #****Bid #****Requisition #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

JESTEN RAY 6819

**Contact E-Mail**

JRAY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

1460- PARKING ENFORCEMENT EXTENSION/AMENDMENT

**Agenda Wording**

Contract extension and amendment with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. from Milwaukee, WI for DPT Liberty meters for Parking Services.

**Summary (Background)**

Parking Services will be doing a RFP in 2019, in the meantime, the City needs continued services from DPT. DPT provides wireless services, credit card processing and support for 845 on-street DPT Liberty meters. The City can access data and reports from their Parking Enterprise Management System (PEMS) as well. The City returned all Duncan Si Vehicle Sensors to DPT. The City pays \$4,647/month if all meters are in use.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 111,540.00

# 1460-21200-21710-54201

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session****Division Director**

CORTRIGHT, CARLY

**Other**

1/28/19 PIES

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

The City does not pay for any meter that is out on Return of Materials (RMA) authorization for more than a month. Merchant First processes each (\$0.03) credit card transaction for the 845 DPT meters. Payment is processed through the City Treasury Department and paid to Go-Swiff Gateway. Contract extension end date: June 24, 2020.

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**

korlob@spokanecity.org

msloon@spokanecity.org

jwest@spokanecity.org

plund@spokanecity.org

bforsyth@spokanecity.org

dnorman@spokanecity.org



**City of Spokane**

**CONTRACT AMENDMENT / EXTENSION**

Title: **PARKING ENFORCEMENT UPGRADE**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DUNCAN PARKING TECHNOLOGIES, INC.**, a subsidiary of **CIVICSMART, INC.**, whose address is 316 N Milwaukee Street, Suite 202, Milwaukee, WI 53202 as ("DPT"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein DPT agreed to provide for the Parking Meter Wireless Service, Credit Card Processing and Support for Liberty Meters for the City; and*

*WHEREAS, a change in the original contract and/or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated June 24, 2013 and June 27, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on June 25, 2018 and shall end on June 24, 2020.

**3. AMENDMENT.**

The Scope of Work in the original Contract is expanded to include the following additional Work. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

**A. SCOPE OF WORK.** This Agreement covers the following goods and services in accordance with Attachment A, Support, Warranty and Repairs Support; and Attachment B, Final Negotiated Price Quote:

- Continued provision of wireless services, credit card processing interface, spare parts and support for the DPT Liberty meters installed under the initial Agreement. These meters are no longer eligible for extended warranty coverage. The communications network that

supports these meters is T-Mobile's 2G network. Support for this network has not been committed to after 2020 so continued communications support cannot be guaranteed after this period.

- Handheld enforcement software upgrade to latest DPT AutoISSUE version which operates on Android operating system. Software includes integration with DPT Liberty meters as well as third-party systems including Parkeon multi-space meters, Passport mobile payment software, Duncan Solutions, Inc.'s citation processing system, mobile license plate recognition (MLPR) units and other applications. Current handheld software support is provided by DPT to the City as a subcontractor to Duncan Solutions; the City may contract directly with DPT for these services in accordance with this Agreement.
- Continued software license for an unlimited number of authorized City users to web-based, backend Parking Enterprise Management System (PEMS) which integrates with all DPT equipment installed in the City.

## **B. HANDHELD VALIDATION.**

In order to validate the upgrade system, the City will ship DPT two (2) Samsung Galaxy Note 8 smartphones. DPT will install its latest version of AutoISSUE, configured for the City's business rules, return these devices to the City, and work with City staff to wirelessly pair these devices with two (2) of the City's existing printers.

During a validation period not to exceed four (4) weeks, City staff will test the software upgrade. During this validation period, all of the City's required integrations will be in production and the City will be able to issue actual citations. The City will be responsible for providing citation stock.

Specific features to be tested during this validation period include:

- The Handhelds will reflect the paid status of City parking spaces as follows:
  - Within approximately one (1) minute of a payment made at the DPT Liberty meter
  - Within approximately one (1) minute of a Parkeon multi-space meter payment being sent to DPT's PEMS system
  - Within approximately one (1) minute of a mobile payment transaction being sent to DPT's PEMS system from the Passport system
- The Handhelds will wirelessly transmit citation data to the Parking Enterprise Management System (PEMS) within one (1) minute of citation issuance. Photos taken with the citation will be transmitted within three (3) minutes of issuance.
- The License Plate Recognition engine will read a license plate and return any matches to the Handheld within five (5) seconds of the license plate read.

Upon completion of the validation period, if the system has met the City's requirement, the City will: 1) send up to twenty (20) Samsung Galaxy Note 8 smartphones to DPT, and 2) instruct Duncan Solutions to purchase and send twenty (20) Zebra ZQ510 printers to DPT. DPT will load the approved AutoISSUE software and related integrations on the Note 8 devices, pair them with the printers, and return to the City.

**4. COMPENSATION.**

The City shall pay the amounts shown in the attached DPT Final Negotiated Price Quote. Retail sales tax, where applicable, shall be added to the amounts shown. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**5. DEBARMENT AND SUSPENSION.**

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

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

**DUNCAN PARKING TECHNOLOGIES, INC.,  
a subsidiary of CIVICSMART, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding Debarment  
Attachment A – Support, Warranty and Repairs  
Attachment B – Final Negotiated Price Quote



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

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

## Attachment A

### Support, Warranty and Repairs

1) **Support - Applications**. Software engineers will be available by telephone for support between 6:00 a.m. - 5:00 p.m. PT in support of DPT provided hardware, software and systems including DPT Liberty Meters, AutoISSUE software and PEMS software. Change requests that modify the configuration or features of the system will be quoted separately and are not included.

2) **Support - Hosted Systems**. Where applicable the following shall apply:

- a) **Server Infrastructure**. DPT will monitor and maintain all application servers, database servers, authentication services, virtualized machines, monitoring servers, backup servers, network equipment (including switches, routers, firewalls, data lines) and other necessary infrastructure components. DPT will install Microsoft system updates, including Windows patches. DPT will tune and maintain database systems.
- b) **System Backups**. Online Oracle Database backups to tape drive will occur nightly. Offline Oracle Database backups will occur weekly. Application server backups will occur nightly. Nightly back-ups will be completed between 2am-5am.
- c) **Software Maintenance**. DPT will install all necessary AutoTRAX updates on the Hosted System infrastructure.

3) **Warranty and Returns**. DPT expressly warrants parking meter and sensor products against defects in materials and workmanship for twelve (12) months from date of installation or fourteen (14) months from the date of delivery to the City, whichever is sooner (Warranty Period). In the case of third party handheld products, the warranty provided by the manufacturer will apply.

Included in this limited warranty are electronic modules, replacements parts, certain software fixes and upgrades, and accessories. This warranty is expressly limited to repair or replacement of the defective part or parts at DPT's sole discretion. DPT's sole obligation and the City's sole and exclusive remedy related to defective goods and this limited warranty is repair or replacement of defective goods, at DPT's sole discretion, during the Warranty Period. This limited warranty is restricted to the performance defined within the relevant DPT Product Specifications.

This limited warranty applies to goods determined to be defective in material or workmanship under normal use and service. The following exclusions apply to this limited warranty:

- a) Parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized.
- b) Consumables and batteries, unless proven to be defective upon supply
- c) Unauthorized, imitation or other non-DPT parts, accessories, or alterations
- d) Goods affected by environmental conditions or acts of God

- e) Software upgrades or changes due to changes in City systems, software, hardware or other operating environment changes
- f) Change requests that modify the configuration or features of the system.

Optional additional warranty coverage is available for an additional cost and must be purchased a minimum of thirty (30) days prior to expiration of any existing warranty.

All parts being returned under this limited warranty for repair will be managed through the Support Desk located in Milwaukee, Wisconsin. To initiate a repair under this limited warranty, the City shall:

1. Call the Support Desk at (414) 877-5481 between 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, email the Support Desk at [Support@CivicSmart.com](mailto:Support@CivicSmart.com), or submit a request through the online Jira Work Order tracking system.
2. A customer support representative will review the issue and provide further instruction that may include a Return Merchandise Authorization (RMA) number.
3. The City is responsible for proper packaging and shipment costs to the repair facility. The RMA number must be clearly printed on the outside of any packaging.
4. Parts shipped without contacting the Support Desk in advance may be refused.
5. Shipments without an RMA number clearly printed on the outside of packaging may be delayed in processing or refused.
6. DPT will pay shipping charges to return goods to City after repair or replacement.

THIS LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE WARRANTY PROVIDED BY DPT AND EXCLUDES ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DPT IS NOT RESPONSIBLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF USE OR LOSS OF PROFITS.

**4) Standard Rate for Liberty Repair Outside of Warranty or Extended Maintenance.**

Any DPT Liberty mechanisms received outside of Warranty or Extended Maintenance, or returned during the Warranty or Maintenance period but deemed not to be subject to the Warranty or Extended Maintenance, shall be repaired at a cost of \$100 plus the cost of material/parts and the cost of shipping and handling. Subject to the availability of spare parts and skilled labor, DPT will do its best to repair these meters but makes no guarantee about its ability to successfully do so.

**Attachment B**

**Final Negotiated Price Quote**

(See attached updated quote for existing products and services.)

STATE OF  
WASHINGTON

Profit Corporation

**BUSINESS LICENSE**

Unified Business ID #: 602323797

Business ID #: 001

Location: 0003

Expires: Dec 31, 2019

DUNCAN PARKING TECHNOLOGIES, INC.  
DUNCAN PARKING TECHNOLOGIES  
316 N MILWAUKEE ST STE 202  
MILWAUKEE, WI 53202-5888

TAX REGISTRATION - ACTIVE

## CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T13040651BUS - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602323797 001 0003

DUNCAN PARKING  
TECHNOLOGIES, INC.  
DUNCAN PARKING  
TECHNOLOGIES  
316 N MILWAUKEE ST STE 202  
MILWAUKEE, WI 53202-5888

TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS  
#T13040651BUS - ACTIVE

Expires: Dec 31, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/10/2019

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext.):</b> (414) 271-6420	<b>FAX (A/C. No.):</b> (414) 271-4103
<b>INSURED</b> Civic Smart, Inc. Duncan Parking Technologies Inc. 316 N. Milwaukee Street Suite 202 Milwaukee WI 53202 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> The Phoenix Insurance Company	25623
	<b>INSURER B:</b> The Travelers Indemnity Co.	25658
	<b>INSURER C:</b> Travelers Property Cas Co of America	25674
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570074760236**REVISION NUMBER:**

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			ZLP15185592	07/30/2018	07/30/2019	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	OTHER:							
B	<b>AUTOMOBILE LIABILITY</b>			BA1G758819	07/30/2018	07/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<b>EXCESS LIAB</b>						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			UB7K772233	07/30/2018	07/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)**

Certificate Holder is included as an Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201 USA	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  <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570074760236

# Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Spokane  
Quote ID: 18 12 11 500b  
Sales Rep: House

Ship-to Region: WA  
Prepared Date: 12/17/2018  
Expiry Date: 1/16/2019

Product ID	Description	Unit Price	Qty	Extended Price
<b>1. Single Space Meter Spare Parts</b>				
58883	Spare Rechargeable Battery for Liberty Meter	\$ 59.00	1	\$ 59.00
8907	Single Battery Charger for Liberty Meter Battery	\$ 35.00	1	\$ 35.00
8880	Liberty Collection Card	\$ 10.00	1	\$ 10.00
8881	Liberty Technician Card	\$ 10.00	1	\$ 10.00
<b>Subtotal</b>				

<b>2. Monthly Fees</b>				<b>Monthly Total</b>
SSM - CC - WIRE	Monthly communications fee and PEMS license - does not include Credit Card Merchant Processing Fees. Price is per Liberty meter per month. Quantity dependent on number of active meters as agreed by the parties.	\$ 5.50	1	\$ 5.50

**Subtotal: Monthly Fees**

<b>3. Transaction and Recurring Fees</b>				
CC - GTWY	Meter Credit Card Gateway Fees (per transaction fee). Merchant processing fees deducted from proceeds separately.	\$0.03 Per Credit Card Transaction		

<b>4. Meter Repairs</b>				
RMA - LIB	Repair of Liberty Meter out of warranty or not eligible for warranty repair.	\$100.00 per mechanism plus actual parts used for the repair and shipping.		

## 5. Additional Requirements

Sales Tax, if applicable, has not been included.

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms FOB Origin. Shipping/Freight not included. Freight and handling will be prepaid and added to the invoice.

Payment terms: Net 30 Days.

Customer will be invoiced monthly in advance for recurring service fees.

Additional service and transaction processing costs apply from third parties, including credit card merchant processing fees. Customer is responsible for setting up merchant processing arrangement.

**Continued on next page**

# Comprehensive Smart Parking Quote



Prepared for: Spokane  
Quote ID: 18 12 11 500b  
Sales Rep: House

Ship-to Region: WA  
Prepared Date: 12/17/2018  
Expiry Date: 1/16/2019

Product ID	Description	Unit Price	Qty	Extended Price
	<b>Please Send Purchase Order To:</b> Duncan Parking Technologies, Inc. Attn: Meigan Lindholm PO BOX 2081 Milwaukee, WI 53201-2081 Ph: (414) 534-8066 Fax: (870) 741-6806 mlindholm@civicsmart.com			

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the

Authorized Signature

Date

Print or Type Name

Print or Type Title

Email Address

Phone Number

Bill To Address:

Ship To Address:

Ship To Phone Number:

Programming Contact Information Required:

Contact Name

Contact Phone Number

Contact Email



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

02/04/2019

**Date Rec'd**

1/22/2019

**Clerk's File #**

OPR 2019-0048

**Renews #****Submitting Dept**

INTEGRATED CAPITAL

**Cross Ref #****Contact Name/Phone**

KATHERINE 625-6338

**Project #****Contact E-Mail**

KEMILLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4250 - MASTER AGREEMENT WITH SPOKANE TRANSIT AUTHORITY (STA)

**Agenda Wording**

Spokane Transit Authority Infrastructure Improvements Master Design and Construction Agreement

**Summary (Background)**

The City and STA have identified Cooperative Projects in locations throughout the City to support public transportation. This agreement establishes the process for implementing the projects. An initial list of potential Cooperative Projects is attached. Where the Parties, a Project Order may be issued retroactively to provide for reimbursement for the cost of a project that provides a benefit to the Funding Party. Additional projects may be agreed to pursuant to a written Project Order.

**Fiscal Impact**

Grant related? YES

**Budget Account**

Public Works? YES

Revenue \$ 5,000,000.00

# VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

**Study Session****Division Director**

SIMMONS, SCOTT M.

**Other**

1/28/19 PIES

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

DALTON, PAT

kemiller@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

eraea@spokanecity.org

**Additional Approvals**

icmaccounting@spokanecity.org

**Purchasing**

mdoval@spokanecity.org

**GRANTS &**

STOPHER, SALLY

tax&amp;licenses@spokanecity.org

dwells@spokanetransit.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities; Integrated Capital Management
<b>Subject:</b>	Master Agreement with STA
<b>Date:</b>	January 28, 2019
<b>Author (email &amp; phone):</b>	Katherine Miller, <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a> 625-6338
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Strategic Initiative:</b>	Some Strategic Projects are involved, i.e. Sprague Phase 2
<b>Deadline:</b>	
<p><u>Background/History:</u></p> <p>The City and STA have identified Cooperative Projects in locations throughout the City to support or improve public transportation services. This master agreement establishes the process and procedures for implementing Cooperative Projects. An initial list of potential Cooperative Projects, including a summary description of each project, is attached and each Cooperative Project shall be implemented upon the execution of a Project Order. Where the Parties deem appropriate and mutually agree, a Project Order may be issued retroactively to provide for reimbursement to a Managing Party for the cost of a project that provides a benefit to the Funding Party. Additional Cooperative Projects may be agreed to pursuant to a written Project Order executed by each of the Parties.</p> <p>The Project Order shall include the identification of the Managing and Funding Parties, a detailed Scope of Work, the Transit Improvements to be constructed, a schedule for completion and each Party's financial obligations for the Cooperative Project. The terms of this Master Agreement shall be incorporated in each Project Order and any reference herein to "this Agreement" shall include any Project Order.</p> <p>The master agreement establishes a maximum amount of Five Million dollars that the total project orders shall not exceed.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>The City and STA have identified Cooperative Projects throughout the City to support or improve public transit services.</i></li> <li>• <i>This master agreement establishes an initial list of projects, that once the master agreement is in place, the individual projects will be formally agreed to through individual project orders.</i></li> <li>• <i>Each project order will establish the financial responsibilities for each agency, identify a detailed scope of work and detail the schedule for delivery the project by the identified agency.</i></li> <li>• <i>This master agreement has a maximum amount of Five Million dollars that STA will make available to pay for transit related costs identified in the project orders.</i></li> <li>• <i>Project orders can be issued retroactively to reimburse the City for costs that benefitted transit during recent City projects such as Sprague Phase 1 and North Monroe.</i></li> <li>• <i>This master agreement will also be the mechanism for both agencies to efficiently determine the most effective way to construct improvements for the Central City Line during City run projects that overlap the CCL route and are planned to be constructed prior to STA's completion of the CCL which is currently planned for 2021.</i></li> </ul>	
<u>Budget Impact:</u>	

Approved in current year budget?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Specify funding source: reimbursement by STA for work they request		
<u>Operations Impact:</u>		
Consistent with current operations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Requires change in current operations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Specify operations change: A Project Order will be created for any requested work to be performed		

## SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS MASTER DESIGN & CONSTRUCTION AGREEMENT

This Master Design and Construction Agreement for Spokane Transit Authority Infrastructure Improvements (“Agreement” or Master Agreement”) is made and entered into this 13<sup>th</sup> day of December, 2018, by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each a municipal corporation of the State of Washington. The City and STA may be referred to individually as a “Party” and collectively as “Parties”.

WHEREAS, pursuant to Chapter 36.57A RCW, STA is authorized to do all things necessary to provide public transportation facilities and services to the public, including within the boundaries of the City of Spokane; and

WHEREAS, STA’s Board of Directors annually adopts a Capital Improvement Plan to provide for the construction of capital projects and improvements to public transportation facilities within its area of operation, including the construction and installation of transit amenities and infrastructure to facilitate transit service improvements within the City limits; and

WHEREAS, the City annually establishes a list of infrastructure improvements within City limits, including improvements to neighborhoods and streets to which STA provides public transportation services; and

WHEREAS, RCW 39.34.080 authorizes STA and the City to enter into cooperative agreements to provide for and fund public infrastructure and facilities for the benefit of the citizens and residents within their jurisdictions; and

WHEREAS, STA and the City desire to achieve economic benefits and project efficiencies by cooperatively planning, designing and constructing infrastructure improvements that provide a benefit to each jurisdiction and establish a process for the reimbursement of costs related to the completion of such improvements by each Party; and

WHEREAS, in recognition of the Federal Transit Administration (FTA) funding that may be utilized by STA for capital projects constructed by it as part of this cooperative agreement, the Parties desire to provide for the requisite FTA grant assurances, certifications and continuing control agreements when such federal funding is utilized by the Parties on cooperative infrastructure projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

The following capitalized terms shall be interpreted as follows when used in this Agreement and any subsequent Project Orders:

Term	Definition
Cooperative Project	A capital project within the boundaries of the City of Spokane that enhances the efficiency and quality of public transportation service by providing tangible and accountable public transit benefits through the design, construction or installation of Transit Improvements.
FTA	Federal Transit Administration
Managing Party	The primary Party responsible for the performance of work under each Project Order.
Funding Party	The Party with limited or no responsibility for the performance of work under a Project Order, but who maintains a designated fiscal responsibility for a Project Order.
Project Order	A project-specific agreement identifying the Scope of Work to be performed on said project and the obligations of each Party for the completion of each Cooperative Project, or group of Cooperative Projects. Each Project Order shall incorporate the terms and conditions of this Master Agreement.
Scope of Work	A detailed description of all work to be performed under a Project Order, including, but not limited to, design, engineering, permitting, community relations, procurement, project management and construction. The Scope of Work shall be attached to each Project Order as an exhibit to the Project Order.
Transit Improvements	Capital improvements on a Cooperative Project that enhance the efficiency and quality of public transportation service, including, but not limited to, passenger boarding areas, curb and gutter, sidewalks and pathways, curb ramps, bus shelter footings, railings, supporting structures, transit shelters, lighting, electrical and communication services, signal improvements, intersection improvements, traffic re-channelization, and real-time information displays.

## 2. SCOPE OF WORK

### A. IDENTIFICATION OF IMPROVEMENTS

- I. The City and STA shall identify Cooperative Projects in locations throughout the City to support or improve public transportation services. An initial list of potential Cooperative Projects, including a summary description of each project, is attached hereto as Exhibit A and each Cooperative Project shall be implemented upon the execution of a Project Order. Where the Parties deem appropriate and mutually agree, a Project Order may be issued retroactively to provide for reimbursement to a Managing Party for the cost of a project that

provides a benefit to the Funding Party. Additional Cooperative Projects may be agreed to pursuant to a written Project Order executed by each of the Parties.

- II. The Parties shall execute a Project Order, in the form attached hereto as Exhibit B, for each Cooperative Project or group of closely-related Cooperative Projects to be completed. The Project Order shall include, but not be limited to, identification of the Managing and Funding Parties, a detailed Scope of Work, the Transit Improvements to be constructed, a schedule for completion and each Party's financial obligations for the Cooperative Project. The terms of this Master Agreement shall be incorporated in each Project Order and any reference herein to "this Agreement" shall include any Project Order.
- III. As prioritized by the Project Orders, the Parties shall determine the order of completion and an annual schedule for the completion of Project Orders in conformance with the Parties respective capital improvement plans. The Parties agree to adhere to such schedule, and any modification to said schedule shall be communicated and coordinated between the Parties.

#### B. DESIGN AND ENGINEERING

On a Project Order basis, the Managing Party may perform some or all of the necessary administrative, design, engineering and estimating work related to the completion of the Cooperative Project(s). The Funding Party shall have the right to approve all designs, specifications, engineering work and estimates, but such approval shall not in any way relieve the Managing Party of its responsibilities for such work. The Managing Party shall designate a project manager for each Project Order.

#### C. EXECUTION OF WORK

For each Project Order, upon receipt of a written notice to proceed from the Funding Party, the Managing Party shall, to the extent permitted by law, or subcontract for the performance thereof, provide services, staff and otherwise do all things necessary for or incidental to the performance of work prescribed in the Scope of Work.

#### D. PROCUREMENT

Each Party shall be responsible for compliance with its procurement policy on any Cooperative Project. The Parties agree that the procurement policy of each Party satisfies, at a minimum, the state statutory requirements for public works projects and that STA's policies contain additional requirements in accordance with federal procurement requirements.

#### E. CONSTRUCTION PROGRESS

The Managing Party shall submit a written report upon timing specific to each Project Order to the Funding Party identifying work progress, detailed expenditures to-date, schedule adherence, change orders executed and any other matters of significance in the performance of this Agreement. In coordination with the Managing Party's project manager, the Funding Party shall have the right to inspect the work in progress but the work shall not be delayed or stopped for such inspection.

## F. CHANGES

The Project Order will establish the process for communicating and coordinating any change in the Scope of Work, specifications or other terms of the work of a Project Order, or any contract entered into by the Managing Party for the performance of its responsibilities hereunder.

## G. PERMITS, APPROVALS & COMMUNITY RELATIONS

The Managing Party shall be responsible for obtaining all permits, licenses, easements, right-of-way and approvals necessary to execute the Scope of Work and/or its obligations hereunder, shall pay all fees or costs associated therewith, shall keep records of all information and shall provide the Funding Party with a copy of same for each Project Order. On a Project Order basis, the Parties will outline all necessary community relations activities and will agree in writing what responsibilities will be assigned to the City, STA or a joint effort.

## H. SCHEDULE

The Managing Party agrees the work under a Project Order shall be completed and final acceptance issued no later than the date specified in said Project Order, unless the Parties agree otherwise in writing.

## I. FINAL ACCEPTANCE

Upon notification by the Managing Party of completion of the work of a Project Order, the Funding Party shall inspect the Cooperative Project(s). If the Funding Party finds any work which does not meet the terms of this Agreement or any specifications or terms established under a Project Order, it shall prepare a list of such items and submit it to the Managing Party. Work which does not comply with the agreed upon specifications and terms shall be corrected by the Managing Party at no cost to the Funding Party. Notice of acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Funding Party retains all rights thereunder and at law to require the Managing Party to remove, replace, repair or dispose of any unauthorized or defective work, or from recovering damages for any such work or material.

## 3. OWNERSHIP AND MAINTENANCE

Except for public transportation facilities installed and maintained solely by STA and any other improvements or amenities as agreed to in writing by the Parties, all Transit Improvements constructed within City right of way shall become the property of the City upon their completion and final acceptance, and the City shall thereafter be responsible and liable for ongoing maintenance, repair and replacement of said Transit Improvements.

STA shall remove all Transit Improvements exclusively used by STA, including but not limited to platforms and associated transit facilities, upon closure or abandonment of a stop constructed under this Agreement and shall restore the property to its original condition.

## 4. CONTINUING CONTROL

In the event STA desires to complete a Cooperative Project that is funded in whole or in part by FTA grant assistance, such grant assistance shall be identified in the corresponding Project Order and the requisite FTA terms and conditions shall be incorporated into said Project Order.



#### A. GENERAL

The Parties acknowledge that some Cooperative Projects will be funded in part with federal funding from FTA, including but not limited to projects related to STA's Central City Line. The Parties commit to their adherence to federal and State funding and right of way acquisition requirements where required by FTA as a condition of funding ("FTA Funded Cooperative Projects"). An FTA Grant number shall be clearly noted on the Project Order executed by the Parties in order to designate a project as an FTA Funded Cooperative Project.

#### B. STA shall have the right to exercise satisfactory continuing control over the FTA Funded Cooperative Projects as applicable and in accordance with:

- I. 49 CFR Part 24 (and as may be amended), the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs (Uniform Act);
- II. FTA Circular C 5010.1E Grant Management Requirements (dated February 13, 2017 and as may be amended);
- III. Applicable statutes regulating environmental aspects of federally funded acquisitions, including site inspections and surveys and including 42 USC Subsections 9601-9675 (and as amended);
- IV. 2 CFR part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- V. Any other federal funding requirement(s) imposed on STA by FTA for an FTA Funded Cooperative Project.

#### C. PERIOD OF CONTROL

STA's right to exercise continuing control over a FTA Funded Cooperative Project shall continue as long as the property is needed, in the judgment of STA, for the appropriate project purposes, as described in an applicable FTA grant, for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the Federally Funded Cooperative Project under FTA requirements and procedures.

#### D. USE

The City acknowledges the FTA's interest in any FTA Funded Cooperative Project and agrees to use the FTA Funded Cooperative Project for appropriate purposes to support public transportation activities and will not exercise any right permitted under this Agreement in a manner which compromises or otherwise diminishes STA's continuing control over the FTA Funded Cooperative Project.



#### E. MAINTENANCE

The City agrees to maintain improvements such as, but not limited to, concrete sidewalks, curbs, gutters, storm sewer drains, asphalt paving, and landscaping in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing. STA agrees to maintain transit improvements such as platforms, bus bays, posts, transit shelters, real-time & persistent signage, and other transit amenities in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

#### F. RECORDS

The City agrees to keep all records pertaining to the use of the FTA Funded Cooperative Project and submit to STA upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.

#### G. INCIDENTAL USE

Any incidental use of the FTA Funded Cooperative Project will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by STA prior to such use.

#### H. TRANSFER OR LEASE OF PROPERTY

The City shall not transfer any obligation pertaining to the FTA Funded Cooperative Project that would affect STA's, on behalf of the FTA, continuing interest in the FTA Funded Cooperative Project. Any transfer or lease must be approved by STA in writing and prior to such transfer or lease.

### 5. DISPOSITION OF COOPERATIVE PROJECT

#### A. GENERAL

Unless FTA Approval is required, the Parties may mutually negotiate the disposition of any Cooperative Project, subject to compliance with applicable state or local laws.

#### B. FTA APPROVAL WHEN REQUIRED

If the Parties are unable to agree upon a disposition proposal or plan of an FTA Funded Cooperative Project, STA may seek any necessary disposition instructions or approvals from the FTA. In such a case, STA will include in its submission to the FTA the independent views of the City regarding the appropriate disposition of the property involved. In addition, the City may assert whatever other rights it possesses by reason of its interest in such property.

#### C. AGREEMENT TO COMPLY

In the event that the FTA provides disposition instructions or approval with respect to the FTA Funded Cooperative Project, the City agrees to comply with the terms of such instructions or approval.

## 6. TERM

This Master Agreement shall commence upon execution by the Parties and shall continue in perpetuity unless mutually terminated by the Parties, or as terminated in accordance with Section 14.

## 7. COMPENSATION

The Funding Party shall reimburse the Managing Party for its financial obligations specified in each Project Order executed under this Agreement. The maximum aggregate expenditure by the Parties for all Project Orders entered into under this Master Agreement shall not exceed \$5,000,000.00 (Five Million dollars and no cents).

## 8. INVOICES

For each Project Order, upon the Managing Partner's issuance of completion and final acceptance to the contractor, the Managing Party shall submit an invoice to the Funding Party within sixty (60) days. Such invoice shall itemize all costs by type of expenditure for each improvement made and shall be accompanied by copies of official financial records evidencing the cost and/or payments for which the Managing Party seeks reimbursement from the Funding Party. Each Project Order will include a breakdown of the expenditures to be itemized such as overhead, design, right of way, construction management, construction, etc.

## 9. PAYMENT

The Funding Party shall issue payment to the Managing Party within thirty (30) days of receipt of invoice for work determined to be performed in accordance with the terms of this Agreement and any applicable Project Order(s).

## 10. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; (3) three (3) business days after the date of mailing by regular mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
James Richman Assistant City Attorney City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201  E: <a href="mailto:jrichman@spokanecity.org">jrichman@spokanecity.org</a> P: (509) 625-6277	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P: (509) 325-6000

## 11. COMMUNICATIONS

Any administrative or operational communications required by the Parties' obligations under this Agreement shall be directed to the Parties' representatives below:

City of Spokane	Spokane Transit Authority
Katherine Miller Director, Integrated Capital Management City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201  E: <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a> P: (509) 625-6338	Daniel M. Wells Deputy Director of Capital Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:dwells@spokanetransit.com">dwells@spokanetransit.com</a> P: (509) 343-1695

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 1010 of this Agreement.

## 12. INDEMNIFICATION

- A. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless STA and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any acts or omissions of the City, its contractors, and/or employees, agents and representatives in performing its work, services and obligations under this Agreement or any Project Order; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement or any Project Order and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its contractors or employees, agents or representatives and STA or its employees, agents or representatives, the indemnification applies only to the extent of the negligence of the City, its contractors or employees, agents or representatives. In the event of any such claims, demands, suits, actions and lawsuits, the City shall assume all costs of defense thereof, including legal fees incurred by STA, and of all resulting judgments that may be obtained against STA or any of its officers, principals, agents or employees. If resulting therefrom, any lien is placed upon property of STA or any of its officers, principals, agents or employees, the City shall at once cause the same to be dissolved and discharged by giving bond or otherwise. The City specifically assumes

potential liability for actions brought by the City's own employees against STA and for that purpose the City specifically waives, as respects to STA only, any immunity under the Workers' Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

- B. To the maximum extent permitted by law, STA shall defend, indemnify and hold harmless the City and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any acts or omissions of STA, its contractors, and/or employees, agents and representatives in performing its work, services and obligations under this Agreement or any Project Order; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement or any Project Order and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its contractors or employees, agents or representatives and STA or its employees, agents or representatives, the indemnification applies only to the extent of the negligence of the City, its contractors or employees, agents or representatives. In the event of any such claims, demands, suits, actions and lawsuits, the City shall assume all costs of defense thereof, including legal fees incurred by STA, and of all resulting judgments that may be obtained against STA or any of its officers, principals, agents or employees. If resulting therefrom, any lien is placed upon property of STA or any of its officers, principals, agents or employees, the City shall at once cause the same to be dissolved and discharged by giving bond or otherwise. The City specifically assumes potential liability for actions brought by the City's own employees against STA and for that purpose the City specifically waives, as respects to STA only, any immunity under the Workers' Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- C. The provisions of this section shall survive any termination of this Agreement or any Project Order.

### 13. INDEPENDENT CAPACITY

#### A. EMPLOYEES

The employees or agents of each Party will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.

#### B. NO PARTNERSHIP & NO THIRD PARTY BENEFICIARIES

It is agreed by the Parties that this Agreement, and any Project Order(s), does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

## 14. TERMINATION

### A. DEFAULT

Any Party may terminate this Agreement, or any Project Order, for default in the event a Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a Notice of Termination in accordance with Section 1010 of this Agreement, on the other Party setting forth the manner in which the Party is in default and the effective date of termination, which shall not be less than thirty (30) calendar days after the date of notice. The termination shall not take effect if the default has been cured within ten (10) calendar days after the date of the notice of termination.

### B. EXPENSES

Expenses incurred by the City prior to the effective date of a Notice of Termination shall be reimbursed subject to the terms of this Agreement.

### C. WAIVER OF DEFAULT OR BREACH

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the Parties. Neither payment by STA nor performance by the City shall be construed as a waiver of the other Party's rights or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

## 15. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

## 16. COMPLIANCE WITH LAWS

Each Party to this Agreement, and subsequent Project Order(s) shall comply with all applicable federal, state and local laws and regulations.

## 17. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

## 18. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Party.

## 19. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

## 20. MODIFICATION

This Agreement, or any Project Order, may be modified or amended only by written instrument signed by the Parties.

## 21. SEVERABILITY

Should any provision of this Agreement, or any Project Order, be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

## 22. CIVIL RIGHTS

### A. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, no individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, 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.

### B. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Agreement:



- I. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R., Parts 60 *et seq.*, (which implement Executive Order No.11246, “Equal Employment Opportunity,” as amended by Executive Order No. 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- II. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Parties agree to include these requirements in each of its subcontracts resulting from or pertaining to this Agreement.

## 23. ANTI-KICKBACK

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

## 24. CONFLICT OF INTEREST

No employee, officer or agent of STA or the City shall participate in the selection or award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- I. the employee, officer or agent;
- II. any member of his/her immediate family;
- III. his or her partner; or
- IV. an organization which employs, or is about to employ, and employee, officer or agent of STA

has a financial or other interest in the firm selected for award.

## 25. TRADEMARKS & LOGOS

The Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

## 26. PUBLIC RECORDS ACT

Each Party to this Agreement understands and acknowledges that STA and the City are each a municipal corporation of the State of Washington subject to the Public Records Act, RCW 42.56 *et seq.*

## 27. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement or any Project Order. The Parties shall provide access to authorized representatives of the State of Washington Auditor's office 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 this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement or Project Order to another Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 26, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party or Parties are not erroneously disclosed to third parties.

## 28. COUNTERPARTS

This Agreement, and any subsequent Project Order(s), may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

## 29. ELECTRONIC SIGNATURES

A signed copy of this Agreement, any Project Order or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement, Project Order or such other ancillary agreement for all purposes.



### 30. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

#### City of Spokane

#### Spokane Transit Authority

By: David A. Condon  
Title: Mayor

  
By: E. Susan Meyer  
Title: Chief Executive Officer


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

Date: 12-21-18

Attest:

Attest

By: Terri Pfister  
Title: City Clerk

  
By: Janet Watson  
Title: Clerk of the Authority

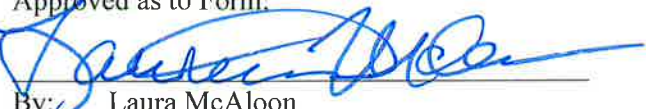
Date: \_\_\_\_\_

Date: 12-21-18

Approved as to Form:

Approved as to Form:

By: James Richmond  
Title: Assistant City Attorney

  
By: Laura McAloon  
Title: Attorney for the Authority

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

Date: 12-27-18

## EXHIBIT A

### COOPERATIVE PROJECTS

- Sprague Avenue Phase I Improvements – Four new in-lane high-performance-transit (HPT) bus stops.
- Sprague Avenue Phase II Improvements – ADA improvements on up to eight existing transit stops in conjunction with City of Spokane roadway improvements.
- North Division Street Phase I Improvements – Add sidewalk between Francis Ave. and Magnesium Rd.
- North Division Street Phase II Improvements --ADA and sidewalk improvements on North Division Street.
- Gateway Bridge Landing Improvements – Transit plaza @ the south terminus of the bridge.
- Sunset Boulevard Street Improvements – Rebuilding Sunset Boulevard between Royal & Lindeke; sidewalk & ADA access improvements; and transit stop improvements.
- West Francis Avenue & North Alberta Street Intersection Improvements – Geometric intersection improvements to alleviate tight turning radius for transit buses.
- Riverside Avenue Central City Line Stations – Incorporation of new Central City Line stations in coordination with City of Spokane rebuilding Riverside Avenue between Division Street and Wall Street.

## EXHIBIT B

### SAMPLE PROJECT ORDER

## SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS PROJECT ORDER

This Project Order Agreement (“Project Order”) is made and entered into this XXX day of XXX, 20XX, by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the Parties have executed the Spokane Transit Authority Infrastructure Improvements Master Design & Construction Agreement (the “Master Agreement”) on XXX, under which the Parties have agreed to complete certain Cooperative Projects within the City that support or improve transit service; and

WHEREAS, the Master Agreement permits and the Parties desire to complete the Cooperative Project described herein, subject to the terms of this Project Order and the Master Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Master Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

The following capitalized terms shall be interpreted as followed when used in this Project Order:

Term	Definition
Budget	Total estimated expenses to complete the Work, attached hereto as Exhibit PO-B.
Change Order	A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order.
Managing Party	XXX
Project	The name of the Cooperative Project contemplated by this Project Order.
Funding Party	XXX
Work	All work necessary to complete the Cooperative Project identified in this Project Order ,as defined in Exhibit PO-A, attached hereto and incorporated herein.

All capitalized terms not specified in this section or elsewhere in this Project Order, shall have the same definition and meaning as specified in the Master Agreement.

### 2. SCOPE OF WORK

The Managing Party agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of Work to complete the Project.

## EXHIBIT B

### SAMPLE PROJECT ORDER

#### 3. BUDGET

The Budget for the Project is estimated at \$XXX,XXX.XX (XXX). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 8 of the Master Agreement.

#### 4. COMPENSATION

The Funding Party shall reimburse the Managing Party in the amount not to exceed \$XXXXX.XX (XXX) in accordance with Sections 9 and 10 of the Master Agreement.

#### 5. SCHEDULE

The Project is anticipated to begin on XXX and is scheduled to be completed by XXX. A schedule of key dates and milestones for the Project is attached hereto and incorporated herein as Exhibit PO-C.

#### 6. PROJECT CONTACTS

City of Spokane	Spokane Transit Authority
Contact Title Company Address City, ST ZIP  E: email P: (509)	Contact Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:email@spokanetransit.com">email@spokanetransit.com</a> P: (509)

#### 7. PROJECT CONSTRUCTION CONTACTS

City of Spokane	Spokane Transit Authority
Contact Title Company Address City, ST ZIP  E: email P: (509)	Contact Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:email@spokanetransit.com">email@spokanetransit.com</a> P: (509)

## EXHIBIT B

### SAMPLE PROJECT ORDER

#### 8. INCORPORATION OF MASTER AGREEMENT

The Master Agreement between the Parties dated December 13, 2018 is incorporated herein by reference as if fully set forth and shall be binding on the Parties with respect to the work hereof.

#### 9. INCORPORATION OF FTA TERMS & CONDITIONS

This Project Order is subject to FTA funding and is subject to the FTA Terms & Conditions attached hereto as Exhibit PO-D and incorporated herein.

**OR**

This Project Order is not subject to FTA funding or FTA Terms & Conditions.

#### 10. CONFLICT OF TERMS

In the event a conflict occurs between the terms & conditions of this Project Order and the Master Agreement, the terms of this Project Order shall prevail. Notwithstanding the foregoing, if this Project Order is subject to FTA assistance, FTA terms & conditions required thereunder shall supersede the terms & conditions of this Project Order and the Master Agreement, in that order.

#### 11. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**City of Spokane**

**Spokane Transit Authority**

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

By: E. Susan Meyer  
Title: Chief Executive Officer

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

By: Dana Infalt  
Title: Clerk of the Authority

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

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

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

02/04/2019

**Date Rec'd**

1/22/2019

**Clerk's File #**

ORD C35739

**Renews #****Submitting Dept**

INTEGRATED CAPITAL

**Contact Name/Phone**

KATHERINE 625-6338

**Contact E-Mail**

KEMILLER@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

4250 - SBO FOR NEW ADDITIONAL FTE ASSOCIATE ENGINEER

**Agenda Wording**

A special budget ordinance to add additional expense funds to the Integrated Capital Management budget for one additional Associate Engineer FTE.

**Summary (Background)**

Washington State Department of Transportation (WSDOT) Master Agreement (OPR 2019-011) has funds available to pay for a FTE Associate Engineer for 3 years to support their needs in addressing the City utilities that WSDOT will be relocating as part of their North South Corridor project. This position will be created through a task order reflected in the master agreement and will terminate upon the completion of the task order terms.

**Fiscal Impact**

Grant related? YES

Public Works? YES

**Budget Account**

Expense \$ 116,375.00

# 4250-30210-38141-02320

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

**Study Session****Division Director**

SIMMONS, SCOTT M.

**Other**

Pies 1/28/2019

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

DALTON, PAT

kemiller@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lwilliams@spokanecity.org

**Additional Approvals**

aalbinmoore@spokanecity.org

**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

**GRANTS &**

STOPHER, SALLY

ORDINANCE C35739

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Integrated Capital Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	4250-99999	Integrated Capital Management Unappropriated Reserves	<u>\$ 116,375</u>
TO:	4250-30210 38141-02320	Integrated Capital Management Associate Engineer	<u>\$ 116,375</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need create an additional Associate Engineer position upon the approval of the master agreement (OPR 2019-011) between WSDOT and the City, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# EMPLOYEE REQUISITION - CERTIFICATION - SELECTION

Dept. # AND Name Integrated Capital Management Prog 4250 Func 30210 FTE 1 Date 12/31/18  
 Job Classification Associate Engineer Class No. 232 Salary Range 3 Pos. No. 232

## Reason for Vacancy —

☐ Promo ☐ Resign ☐ Transfer  
☐ Retire ☐ Vacant ☒ New Position  
☒ Other Created to support WSDOT on the NSC

Position Vacated By \_\_\_\_\_

Date of Vacancy \_\_\_\_\_

Date Before City Council \_\_\_\_\_

Explain what service would be impacted if this position were not filled.

WSDOT has agreed to pay for an FTE for 3-5 years to support their needs in addressing the City utilities that WSDOT will be relocating as part of their North South Corridor Project. It's imperative that this position be ready when the agreement with WSDOT is signed to go directly to the hiring process since the FTE position is only for 3-5 years based on the agreement. If this position is not filled, WSDOT's needs will not be met within the time frame they are willing to pay for. The position will be terminated upon completion of the agreement.

Finance Signature \_\_\_\_\_ Department Signature Katherine Miller

## Civil Service Commission — We certify the following as eligible for appointment or promotion.

Civil Service \_\_\_\_\_ Certification Date \_\_\_\_\_

Comments \_\_\_\_\_

☐ OPEN ☐ PROMOTIONAL Section to be **completed within ten days** of certification date

Rank	Name	Address/Phone/Dept/Class	Interviewed			Results			Comments/ Reason for Rejection
			Yes	No	Declined	Hired	Passed Over	Declined Position	

Applicants notified of non-selection? ☐ Yes ☐ No

CDL Required? ☐ Yes ☐ No

Comments \_\_\_\_\_

**DON'T FORGET REFERENCE CHECKS!**

## Hiring Department —

Hired \_\_\_\_\_

☐ Open ☐ Promo ☐ Transfer ☐ Demo ☐ Return from Lay Off

Probation? ☐ 18 Mo ☐ 1 Yr ☐ 6 Mo ☐ None ☐ 30 Days Return

Date/time of physical \_\_\_\_\_ Passed? ☐ Yes ☐ No

Date Dept. Completes \_\_\_\_\_

Date to Report for Work \_\_\_\_\_

Department Head \_\_\_\_\_






# Vacancy Impact Statement Hiring Approval Form

## POSITION SPECIFICS

Today's Date: 01/14/19		POSITION TITLE: Associate Eng	
Hiring Department: Integrated Capital Management			
Position Supervisor: Marcia Davis			
Position Status: Existing <input type="checkbox"/> Reclassified <input type="checkbox"/> New Position <input checked="" type="checkbox"/>			
Incumbent: _____			
Position Type: FTE <input checked="" type="checkbox"/> Temp/Seasonal <input type="checkbox"/> Project <input type="checkbox"/>			
Position Funding Source: Full reimbursement by WSDOT			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Does this position supervise staff? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Organizational Chart Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
<b>The next sections must include the following information:</b> <ul style="list-style-type: none"><li>• Condition of the department/division 2018 budget closeout</li><li>• Demonstrate that the position is required for the safety of facility operations</li><li>• Alignment with strategic initiatives</li><li>• Quality of the department/division control over operations budget e.g. overtime status, variance in discretionary line items</li></ul>			
<b>JUSTIFICATION:</b> WSDOT is recognizing the significant amount of time City Staff have had to take in support of WSDOT's North/South Corridor project. A master agreement is currently being circulated which includes funding for an FTE for 3 years minimum with an option for 2 additional years if the workload after 3 years justifies continuing to provide resources from the City.			
<b>IMPACTS IF NOT FILLED:</b> The amount of time needed to closely coordinate Utility relocations, place making effort and construction coordination to ensure negative impacts from NSC on City services and adjacent neighborhoods are limited has been and continues to be significant. Loss of capacity to work on other City priorities would be the result of not utilizing the 3 year FTE WSDOT is offering to provide.			
Person Submitting Form/Contact: Katherine Miller ext: 6338			
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

  
Scott Simon

## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities; Integrated Capital Management
<b>Subject:</b>	Special Budget Ordinance (SBO) for a full time employee
<b>Date:</b>	January 28 2019
<b>Author (email &amp; phone):</b>	Katherine Miller, <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a> 625-6338
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	

#### Background/History:

On January 14<sup>th</sup>, 2019 Council approved the master agreement (OPR 2019-0011) between WSDOT and the City. The master agreement pertains to the WSDOT's North/South Corridor project. The agreement provides funding for work that will be accomplished by City staff through task order assignments. One of the first task orders will be to hire a full time employee for a minimum of three years. The work needed to be accomplished by the City is a full time position to ensure close coordination to avoid impacts to City facilities such as sewer, water and streets during all phases of work, i.e. planning, design and construction. After 3 years, the workload will be reassessed and the position may be extended an additional 2 years to ensure continuity and consistency of City input and oversight. In an effort to hire the needed FTE as soon as possible, this SBO is being requested now to establish an Associate Engineer position with the understanding that actual hiring will be contingent upon a signed task order as established under the master agreement.

#### Executive Summary:

- *The NSC, while a WSDOT project, has been found to be taking up a significant amount of City staff time which has reduced our ability to advance City priorities.*
- *The master agreement between WSDOT and the City that Council approved on January 14<sup>th</sup>, 2019 includes funds to hire a full time employee for 3 years with an option of two additional years.*
- *This FTE would be based on a task order under the master agreement where WSDOT would pay for this position, enabling the City to focus on WSDOT's project full time while still accomplishing City priorities.*
- *The FTE would be an Associate Engineer, working within Integrated Capital Management and would be assigned to the NSC.*
- *The SBO is being requested now to establish the position with the understanding that the actual hiring will be contingent upon executing a signed task order as established under the master agreement.*

#### Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

Specify funding source: WSDOT would fund a FTE for 3 years with an option for 2 additional years.

#### Operations Impact:

Consistent with current operations? ☒ Yes ☐ No

Requires change in current operations? ☐ Yes ☒ No

Specify operations change:

4250-30210-38141-02320-99999

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

02/04/2019

**Date Rec'd**

1/23/2019

**Clerk's File #**

ORD C35740

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

BEN STUCKART 6256269

**Project #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

0320 SBO FOR SRTC CONTRACT AND BEN BURR TRAIL STUDY

**Agenda Wording**

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019"

**Summary (Background)**

This SBO provides funds to the I90/ I195 SRTC contract, as well as funds for a study of the Ben Burr Trail and Bicycle Pedestrian Bridge;

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Expense \$ 150000

# 0100-99999-99999-

Revenue \$ 150000

# 0980-89000-97140-80101-99999

Expense \$ 50000

# 3200-49855-99999-39710-99999

Revenue \$ 50000

# 3200-49855-42800-54101-99999

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

MCDANIEL, ADAM

**Study Session****Division Director****Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

**Summary (Background)**

**Fiscal Impact**

Expense     \$ 100000

Revenue     \$ 100000

**Budget Account**

# 3200-49856-99999-39710-99999

# 3200-49856-42800-54101-99999

**Distribution List**


ORDINANCE C35740

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the General Fund and Arterial Streets Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	General Fund -- Unappropriated Reserves	\$150,000
	0100-99999-99999-	
TO:	General Fund -- Operating Transfer to Arterial Streets	<u>\$150,000</u>
	0980-89000-97140-80101-99999	
FROM:	Arterial Streets – Operating Transfer from General Fund	<u>\$50,000</u>
	3200-49855-99999-39710-99999	
TO:	Arterial Streets I90/I195 Professional Services	<u>\$50,000</u>
	3200-49855-42800-54101-99999	
FROM:	Arterial Streets – Operating Transfer from General Fund	<u>\$100,000</u>
	3200-49856-99999-39710-99999	
TO:	Arterial Streets Ben Burr Trail/	<u>\$100,000</u>
	Bicycle Pedestrian Bridge Professional Services	
	3200-49856-42800-54101-99999	

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to **provide funds to the I90/ I195 SRTC contract**, as well as the need to **fund a study of the Ben Burr Trail and Bicycle Pedestrian Bridge**; and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

01/28/2019

**Date Rec'd**

12/21/2018

**Clerk's File #**

ORD C35737

**Renews #****Submitting Dept**

PUBLIC WORKS

**Cross Ref #****Contact Name/Phone**

CORIN MORSE 625.6855

**Project #****Contact E-Mail**

CMORSE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

5200 REQUEST TO REVISE UTILITY BILL REPAYMENT TERMS

**Agenda Wording**

Seeking approval to increase utility bill repayment terms from 10 days to 20 days.

**Summary (Background)**

Currently the City of Spokane's utility bill repayment terms are established as "10 days from postmark date". If the city increases the repayment terms to 20 days and gives a specific due date, it will be less confusing to customers and align the city's payment terms with utility companies and municipalities in surrounding areas. If approved, SMC 13.01.0314 and SMC 04.02.140 will need to be amended with the proposed repayment terms.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

SIMMONS, SCOTT M.

**Study Session**

Urban Experience

**Division Director**

SIMMONS, SCOTT M.

**Other****Finance**

KECK, KATHLEEN

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

cmorse@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

smsimmons@spokanecity.org

**Additional Approvals**

eschoedel@spokanecity.org

**Purchasing**

rhulvey@spokanecity.org

**CITY COUNCIL**

MCDANIEL, ADAM

pdalton@spokanecity.org

## Briefing Paper

### Utility Billing – Urban Experience

<b>Division &amp; Department:</b>	Public Works & Utility Billing Program
<b>Subject:</b>	To provide an actual due date on bills & increase days to pay.
<b>Date:</b>	January 14, 2019
<b>Author (email &amp; phone):</b>	Corin Morse ( <a href="mailto:cmorse@spokanecity.org">cmorse@spokanecity.org</a> )
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	N/A
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	N/A
<b>Strategic Initiative:</b>	Utility Bill Enhancements
<b>Deadline:</b>	N/A
<b>Outcome:</b>	Providing customers with an actual due date on bill and to provide an additional 10 days to pay before considered to be past due.
<b>Background/History:</b>	
<ul style="list-style-type: none"> <li>Utility bills provide customers with repayment terms of, “10 days from postmark date” currently without an actual due date which can cause confusion. Customers have requested an actual due date on their bill as well.</li> </ul>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>The days to pay allowed with City of Seattle, Tacoma, Vancouver, Inland Power and Avista is an average of 15 - 21 days from the billing date.</li> <li>On average, 2% of customers pay between 1-10 days and 62% pay from 11-20 days from the utility bill date.</li> <li>The current payment instruction of “10 days from postmark date” will be replaced with an actual due date that is 20 days from the date of the bill during Q1/2019.</li> <li>The above change will require an Amendment to SMC Section 13.01.0314 and 04.02.140:</li> </ul>	
<b>Budget Impact:</b> N/A	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Amendment to SMC Section 13.01.0314 and 04.02.140. Known challenges/barriers: N/A	



## ORDINANCE C35737

An Ordinance relating to payment of City Utility bills; amending sections 4.02.140 and 13.01.0314 of the Spokane Municipal Code.

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

**Section 1:** That section 4.02.140 of the Spokane Municipal Code is amended to read as follows:

### **4.02.140 Time for Payment**

The director establishes the period for payment of utility bills, which is at least ~~((ten))~~ twenty days after date of issuance of the bill.

**Section 2:** That section 13.01.0314 of the Spokane Municipal Code is amended to read as follows:

### **13.01.0314 Miscellaneous**

#### **A. Payments.**

Bills are due and payable ~~((ten))~~ twenty calendar days after the date of issuance reflected on the bill.

#### **B. Delinquent Charge.**

Except where limited by law, a delinquent charge of one percent per month is assessed on any unpaid amounts ~~((, beginning with the next regular billing cycle))~~ after a bill is due, or ~~((thirty))~~ twenty days after billing ~~((whichever is first))~~.

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

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

Attest:

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City Clerk

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Mayor

Approved as to form:

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Assistant City Attorney

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Date

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Effective Date