

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, JUNE 24, 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. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|------------------------------|
| 1. Amendment to Interlocal Agreement with Spokane Conservation District for the Spokane River Gorge Restoration project for watering services during spring and summer 2019. Increase of \$12,000. Total Contract Amount: \$42,000.
Carly Cortright | Approve | OPR 2017-0319 |
| 2. Contract with Thomson Reuters for Westlaw Legal Research Service for legal research licenses for the offices of City Legal, City Prosecutor, City Council, Hearing Examiner, Human Resources, and Office of Police Ombudsman from July 1, 2019, through June 30, 2024—\$259,867.84 (excl. tax).
Mike Ormsby | Approve | OPR 2019-0435 |
| 3. Contract with Mitchell Humphrey & Co. (St. Louis, MS) for software, professional services, and annual maintenance for the purchase and implementation of Mitchell Humphrey Asset module from June 24, 2019, through June 23, 2020—\$74,403. (incl. tax).
Michael Sloon | Approve | OPR 2019-0436
RFP 4495-18 |

4. Report of the Mayor of pending: Approve &
Authorize
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: \$_____. CPR 2019-0003
5. City Council Meeting Minutes: _____, 2019. Approve
All CPR 2019-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Regional Clean Air Agency: One Appointment

Approve

CPR 1981-0040

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Ordinance C35790 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:

Employees Benefits Fund

FROM: Various Accounts, \$740,000;

TO: Various Accounts, same amount.

(This action makes changes in the appropriations of the Employees Benefits Fund.)

Chris Cavanaugh

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2019-0043 Endorsing the personnel prioritization plans formulated by the Spokane Police & Fire Departments regarding the use of funds raised by the Public Safety Levy and committing a minimum of \$250,000 of Public Safety Levy funds for crime reduction programs.
Council Member Kinnear
- RES 2019-0045 Joint agreement between City of Spokane, Spokane County, and Spokane International Airport in the matter of approving and authorizing the execution of U.S. Department of Transportation Federal Aviation Administration Airport Improvement Program Grant #3-53-072-058-2019.
Lisa Corcoran
- RES 2019-0044 (To be considered under Hearings H2.)
- RES 2019-0035 Resolution terminating City of Spokane participation in the project to integrate 911, dispatch, and non-emergency communication services known as SREC. (Deferred from Special Meeting held on May 23, 2019.)
Council President Stuckart

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C35787 Creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code.
Council President Stuckart
- ORD C35788 Relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.
Council Member Beggs
- ORD C35789 Regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.
Council Member Mumm
- ORD C35785 (To be considered under Hearings Item H1.b.)
- ORD C35786 (To be considered under Hearings Item H2.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

- | | | | |
|-----|---|---------------------------|---------------|
| H1. | a. Hearing on Proposed Initiative No. 2019-1 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment regarding open government and transparency in City government. | Council Decision | LGL 2019-0014 |
| | b. First Reading Ordinance C35785 regarding open government and transparency in City government.
Terri Pfister | Further Action Deferred | ORD C35785 |
| H2. | a. Hearing on Proposed Initiative No. 2019-2 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment prohibiting a City of Spokane income tax. | Council Action | LGL 2019-0015 |
| | b. First Reading Ordinance C35786 prohibiting a City of Spokane income tax.
Terri Pfister | Further Action Deferred | ORD C35786 |
| H3. | Hearing on Resolution 2019-0044 for the 2020-2025 Six-Year Comprehensive Street Program (Various Neighborhoods).
Brandon Blankenagel | Adopt Upon Roll Call Vote | RES 2019-0044 |

Motion to Approve Advance Agenda for June 24, 2019
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The June 24, 2019, Regular Legislative Session of the City Council is adjourned to July 1, 2019.

NOTES

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

06/24/2019

<u>Date Rec'd</u>	6/11/2019
<u>Clerk's File #</u>	OPR 2017-0319
<u>Renews #</u>	

Submitting Dept	NEIGHBORHOOD & BUSINESS	Cross Ref #	
Contact Name/Phone	CARLY 6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20587
Agenda Item Name	0450- INTER-LOCAL AGREEMENT WITH SPOKANE RIVER GORGE		

Agenda Wording

Inter-local agreement with Spokane Conservation District for the Spokane River Gorge Restoration Project which is a three Phase project. The agreement will ensure water during spring and summer 2019.

Summary (Background)

The project started in Fall of 2015 with planting followed by phase 2 in spring 2016 and phase 3 in spring 2017. The agreement ensures adequate water to new plants for establishment for spring and summer 2019 for an increase of \$12,000 to the previous contract amounts.

<u>Fiscal Impact</u>		Grant related? YES	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$ 12,000.00		# 4250-98817-94350-56501-86016	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approvals			Council Notifications	
<u>Dept Head</u>		CORTRIGHT, CARLY	<u>Study Session</u>	Urban Experience
<u>Division Director</u>		CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>		ODLE, MARI	ccortright@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	dnorman@spokanecity.org	
Additional Approvals			korlob@spokanecity.org	
<u>Purchasing</u>			elester@spokanecity.org	
<u>GRANTS &</u>		STOPHER, SALLY		



City of Spokane

Minor Contract Summary

OPR # 2017-0319

Cross Ref _____

Destruct Date _____

Clerk's Dist. _____

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Neighborhood and Business Services

Department Project # _____

New Contract ☐CR # 20587

Date: _____

Contractor/ConsultantName: Spokane Conservation DistrictAddress: 201 N. Havana StreetCity, State, Zip: Spokane Washington, 99201

Remittance Address: _____

City, State, Zip: _____

Summary of Services

Inter-local agreement for an irrigation plan to ensure adequate water to new plants to assist with their establishment for the spring and summer season of 2019 in conjunction with the Spokane River Gorge Restoration Project Phase 3. This is a \$12,000 increase to the previous contract amounts

Amount: \$12,000Budget Code: 4250-98817-94350-56501-86016Maximum Amount: \$12,000Beginning Date: 1 January 2019Expiration Date: 31 December 2019Open-Ended: ☐☐ Quotes (per Purchasing Policy to be kept on file in Dept.)☐ Insurance Certificate (attach to the contract)☐ City Business Registration (attach verification that a current business license number exists)☐ If Public Works Contract, Contractor has been notified of State Law requirements.☒ Grant Related (if the contract is grant related, the Grants Management Department must sign below)☒ Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.**Department Verification Statement: My signature below verifies that all documentation has been completed.**Requestor/Verifier/Contact: Carly Cortright

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Grants Mgt. (if applicable)

Signature

Date

Distribution ListContractor E-mail: lindsay-chutas@sccd.orgDept. Contact E-mail: elester@spokanecity.orgccortright@spokanecity.orglberry@spokanecity.org

Contract Accounting

Taxes and Licenses

Sally Stopher sstopher@spokanecity.orgkorlob@spokanecity.org



City of Spokane

**AGREEMENT AMENDMENT & EXTENSION
WITH COST**

**Title: AMENDMENT & EXTENSION WITH COST
TO INTERLOCAL AGREEMENT: SPOKANE
RIVER GORGE RESTORATION PHASES 2 & 3**

This Extension with Cost to Interlocal Agreement, is made and entered into by and between the **City of Spokane**, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Spokane Conservation District**, whose address is 210 North Havana Street, Spokane, Washington, 99201, as ("District"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties, the City and the District, entered into an interlocal agreement to provide water irrigation service to newly planted vegetation as part of the Spokane River Gorge restoration project (Phase 2 &3); and,

WHEREAS, the parties now desire to extend that agreement for an additional one year term;

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

1. CONTRACT DOCUMENTS.

That original agreement dated April 27, 2017, any previous amendments, addendums and / or extensions /renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EXTENSION OF TIME / EFFECTIVE DATES.

This Contract Amendment shall become effective January 1, 2019 and end January 1, 2020.

3. COMPENSATION.

Additional cost paid for all work provided under this Extension to the Agreement shall not exceed **Twelve Thousand and 00/100 Dollar (\$12,000.00)**.

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

SPOKANE CONSERVATION DISTRICT

By Vicki Carter 5/8/19
Signature Date

VICKI C CARTER
Type or Print Name

DIRECTOR
Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

[Signature]
Assistant City Attorney

2019-1100-109



City of Spokane

INTERLOCAL AGREEMENT

Spokane River Gorge Restoration Phase 2 and 3

This INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the SPOKANE CONSERVATION DISTRICT, whose address is 210 North Havana Street, Spokane, Washington 99201, as "DISTRICT". Hereafter referenced together as the "parties", and individually a "party".

WHEREAS, DISTRICT would like to enter into an Interlocal Agreement authorized by RCW 39.34's Interlocal Cooperation Act with the City to provide water irrigation service to newly planted vegetation as part of the Spokane River Gorge Restoration – Phase 2 and 3 project; and

WHEREAS, DISTRICT will provide a written irrigation plan to ensure adequate water to new plantings to assist with their establishment during the period between April 22, and October 31, 2017. Now, therefore,

The parties agree to the following:

1. **PURPOSE.** The purpose of this Agreement is to set forth the parties' understanding of the terms and conditions under which the DISTRICT will provide a watering service to the City to assist with plant establishment for the aforementioned time period and project.
2. **PERFORMANCE.** The DISTRICT shall perform work in accordance with the DISTRICT's attached irrigation plan containing pertinent details to accomplish the irrigation of recently planted plants as part of the Spokane River Gorge Restoration – Phase 1 project. The plan shall also include irrigation of new plants to be planted April 22, 2017, as part of Phase 2; and to include approximately 1,500 new plantings scheduled for planting in the fall of 2017, exact locations and planting date to be determined. The plan will include equipment and labor being proposed, method of application to plants, and frequency of site visits to adequately deliver the water to the plantings. The DISTRICT shall work in conjunction with Geiger Corrections, who will be assigned a portion of the watering duties. See attached map for identified locations of responsibility.

Start of work shall be April 22, 2017, to coincide with a planned community volunteer planting event. The water application frequency and quantity shall be adjusted as deemed appropriate by both parties, due to weather conditions. Watering for outlying years 2018 and 2019 shall be under separate agreements.

3. **TERM.** The term of this Agreement shall begin upon signatures by both parties and will remain in effect for a reasonable time to carry out the arranged services for this Project, until further terminated in writing by either party, or completion of all Project requirements.

4. **COMPENSATION.** The City shall pay an hourly and mileage rate amount as noted below for watering services provided by the DISTRICT to successfully apply approved water quantities to each designated planting. It is estimated that four, eight hour site visits will be required to complete application of water to each plant once per week. This frequency may be increased or decreased depending on the weather conditions, and as agreed to by the City. Total cost shall not exceed THIRTY ONE THOUSAND AND NO/100 DOLLARS (\$31,000.00) as full compensation for the services provided under this Agreement, to include application and acquisition of city permits, meter valve and watering equipment, as required. This is the maximum amount to be paid under this Agreement for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of CITY in the form of an executed amendment to this Agreement. Payment shall be as follows:

- \$19.50/hour per on-site laborer, to include office overhead
- \$45.00/hour for project supervision, to include office overhead. Supervision estimated at 2 hours per week.
- In addition a rate of \$0.535/mile shall be paid for the water delivery equipment used on site.

5. **PAYMENT.** The DISTRICT shall submit monthly applications for payment to the CITY. Payment will be made within thirty (30) days after receipt of the DISTRICT's application except as provided by state law. If CITY objects to all or any portion of the invoice, it shall notify the DISTRICT and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. **MAINTENANCE OF STANDING STRUCTURE.** Upon completion of this contract's time, the City will assume responsibility for maintenance of Premises, until and unless a contract modification or alternative party agrees to undertake this maintenance obligation. The DISTRICT will not be financially responsible for the maintenance of the Premises. Upon transfer or assignment of this maintenance obligation, a formal document memorializing this new arrangement shall be signed and filed with the City Clerk's Office, and placed in the files in connection with this Interlocal Agreement, and the Project. Original documents, drawings, designs, reports, or any other records developed or created for this Project shall belong to and become the property of the City.

7. **RELATIONSHIP OF THE PARTIES:** The parties intend that no employee - employer relationship is created by this Agreement and that only an independent contractor relationship is established. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the DISTRICT for any purpose. Likewise, no agent, employee, servant or representative of the DISTRICT shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. **LIABILITY.** Each party shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the indemnifying party's performance of this Agreement, except to the extent of those claims arising from the negligence of the non-indemnifying party, its officers and employees.

9. **INSURANCE.** During the term of the Agreement, the City shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall provide that the DISTRICT, its officers and employees are additional insureds but only with respect to the City's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the City or its insurer(s) to the DISTRICT.

10. **NOTICES.** All notices or other communications given under this Agreement shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to parties at the address set forth below, or at such other address as the parties shall from time-to-time designate by notice in writing to the other parties:

CITY: Mayor or designee
City of Spokane
Second Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

DISTRICT: Administrator
210 North Havana Street,
Spokane, Washington 99201

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

12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. DISTRICT and the City agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. COMPLIANCE WITH LAWS. The parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms and subject matter of this Agreement.

14. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

15. GRANT REQUIREMENTS. The parties shall both comply with all applicable requirements of the DEPARTMENT OF ECOLOGY Grant for this Project.

16. MISCELLANEOUS.

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

B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to

this Agreement shall be valid or binding upon the parties unless the change or addition is in writing, executed by the parties.

- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors and assigns. No party may assign, in whole or in part, its interest in this Agreement without the approval of the other party.
- 17. RCW 39.34 REQUIRED CLAUSES.
 - A. PURPOSE: See Section No. 1 above.
 - B. DURATION: See Section No. 3 above.
 - C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
 - E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The DISTRICT shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.
 - F. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION: See Section No. 3 above.

H. PROPERTY UPON TERMINATION: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPOKANE CONSERVATION DISTRICT

CITY OF SPOKANE

By: Vicki Carter 4-4-17
Signature Date

By: Scott Simmons 4/26/17
Signature Date

VICKI CARTER
Type or Print Name

Scott Simmons
Type or Print Name

DIRECTOR
Title

Public Works Director
Title

VICKI - CARTER@scd.org
E-Mail Address (if available)

Attest: Leri H. [Signature]
City Clerk (04.27.17)

Approved as to form: [Signature]
Assistant City Attorney

Attachment which is a part of this Agreement:

Scope of Services



16-502b

Watering Plan for Spokane River Gorge-City of Spokane

Timeline: April 2017-October 2017

Watering Phase 1 and 2 Plantings

Description of equipment to be used

½ ton pickup truck, 400 gallon water tank, water tank adaptor, fire hose, fire hydrant valve, fire hydrant wrench, water pumps, car battery, approximately 200 ft of garden hose (x2)

Break out of labor to be used - quantity and how utilized

Employee A: April 22-October 31, 2017

Be on site to water all plants and manage the watering as needed (expecting 2 times a week in hot months). Additionally, Employee A will be responsible for monitoring plant health and mortality and making recommendations for future plantings.

Employee B: approximately June 5-September 1, 2017 (when daytime temperatures are high enough to warrant the need for a second employee to assist)

Assist Employee A in observations and help with watering to water most efficiently.

Areas to be watered per each day on site

Phase 1 and Phase 2 planted locations

Working in conjunction with Geiger, and include potential filling of Geiger tanks (3 each 250 gallon) as part of plan

The Geiger water tanks will be filled as needed once a week using the SCD truck and water tank as a transfer between the holding tanks.

Safety measures

Refer to contract liability and indemnification. Employees will be expected to follow standard field work safety practices. Vehicles will be pulled off the Centennial trail as much as possible, and safety cones will be placed. An air gap will be utilized when filling from the city water hydrants, as is outlined in the standard city hydrant permit.

Notice to provide daily field report that will note arrival/departure times, weather conditions, areas watered, and noted plant conditions, issues needing attention for the betterment of the project.

Employees will be expected to note weather conditions; time spent watering, number of fillips at hydrant, and monitor plant conditions. A weekly report will be expected with the SCD and will be made available to the City. Employees

CALLOUTS

- [illegible]

LEGEND

- Copyright © 1999 by John Wiley & Sons, Inc.

PLANT CALLOUTS

-

PLANTING NOTES

- [illegible]

CONSTRUCTION NOTES

1. The 111,000 individuals in the study were recruited from a telephone survey of the general population of the United Kingdom.
2. The study was conducted between 1997 and 2001, with a follow-up period of 10 years.
3. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
4. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
5. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
6. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
7. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
8. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
9. The study was conducted in the United Kingdom, with a follow-up period of 10 years.
10. The study was conducted in the United Kingdom, with a follow-up period of 10 years.

PINE FOREST PLANT COUNTS

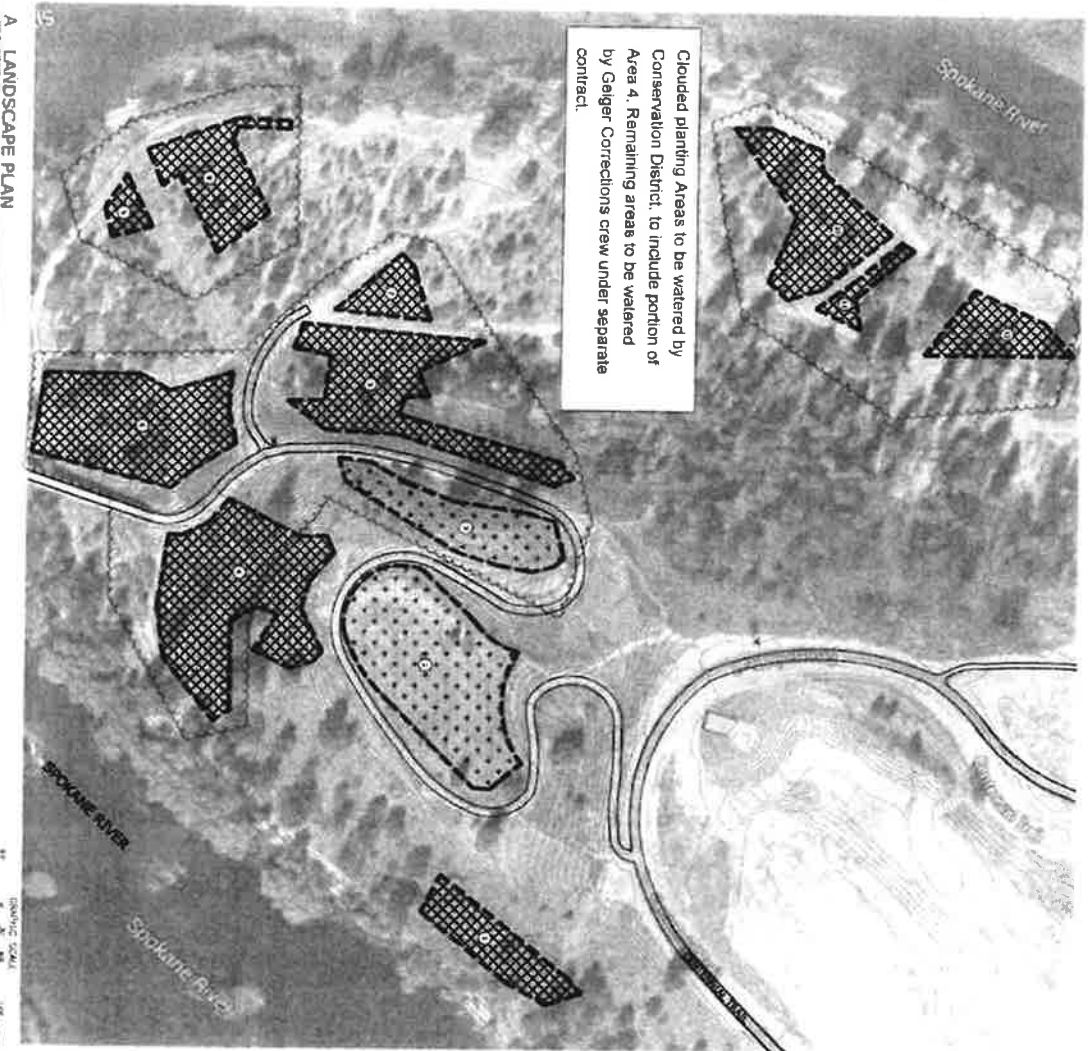
[illegible]SHRUB PLANTING
PLANT COUNTS

SHRUB PLANTING PLANT COUNTS		DATE	NO. 2
Redbud	44		14
Blackberry	18		8
Blackberry	14		17
Blackberry	18		8
Blackberry	14		17
Blackberry	18		8
Blackberry	14		17
Blackberry	18		8

Watering of Areas 1, 2, and portion of 4 shall be performed by Geiger Corrections. Counts are approximate.



PRELIMINARY - NOT FOR CONSTRUCTION



Clouded planting Areas to be watered by Conservation District, to include portion of Area 4. Remaining areas to be watered by Geiger Corrections crew under separate contract.

A LANDSCAPE PLAN





City of Spokane

Minor Contract Summary

OPR # OPR 2017-0.319
 Cross Ref _____
 Destruct Date 2024
 Clerk's Dist. 03/01/17 SOR

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Integrated Capital Management
 Department Project # 2016050

New Contract ☐
 CR # 18005
 Date April 7, 2017
RECEIVED

Contractor/Consultant

Name: **Spokane Conservation District**
 Address: **210 N. Havana St.**
 City, State, Zip: **Spokane, WA 99201**

Remittance Address:
 City, State, Zip

APR 27 2017

CITY CLERK'S OFFICE

Summary of Services

Interlocal Agreement for a written irrigation plan to ensure adequate water to new plants to assist with their establishment during the period between April 22 and October 30, 2017 in conjunction with the Spokane River Gorge Restoration Phase 2 and 3 project.

Amount: \$31,000.00

Budget Code: 4250-94306-94000-56501-86016

Maximum Amount

Beginning Date: 4/22/2017 Expiration Date: 10/31/2017 Open-Ended: ☐

☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
 Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: James Perkins

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

Distribution List

Contractor E-mail: vicki-carter@sccd.org	Contract Accounting: mdoval@spokanecity.org
Dept. Contact E-mail: Engineering Admin	Taxes and Licenses
kschmitt@spokanecity.org	mhughes@spokanecity.org
cbrazington@spokanecity.org	jlargent@spokanecity.org
elester@spokanecity.org	

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

06/24/2019

<u>Date Rec'd</u>	6/7/2019
<u>Clerk's File #</u>	OPR 2019-0435
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	RFP # 4495-18
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 20607
<u>Agenda Item Name</u>	5300 MITCHELL HUMPHREY FIXED ASSET MODULE		

Agenda Wording

Contract with Mitchell Humphrey for software, professional services and annual maintenance for the purchase and implementation of Mitchell Humphrey's Fixed Asset module. This is a 1yr contract; June 24, 2019 - June 23, 2020.

Summary (Background)

The Innovation and Technology Services Department issued RFP 4495-18 for a project to implement a new Fixed Asset System (FAS). The City's goal was to select and implement a solution that would capture key departmental fixed asset attributes, capable of performing essential accounting functions such as depreciation, interfaces with the City's Mitchell Humphrey's Financial Management System, and allows the accounting team to prepare and distribute both periodic and ad hoc reports.

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

Expense	\$ 74,403.00	# 5310-73100-94000-56403
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Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sustainable Res 6/17/19
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<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
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<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
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<u>Additional Approvals</u>	Legal - modle@spokanecity.org		
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<u>Purchasing</u>	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
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		IT - itadmin@spokanecity.org	
--	--	------------------------------	--

		Tax & Licenses	
--	--	----------------	--

		Kim Schaefer - kschaef@mittellhumphrey.com	
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The annual maintenance will be added to the existing contract OPR 2016-0396 after the initial year. Contract total is \$74,403.00 including tax.

Summary (Background)

The City chose Mitchell Humphrey's Fixed Asset module.

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

Distribution List



City of Spokane

CONTRACT

Title: **FIXED ASSET SYSTEM**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected through RFP No.4495-18.

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with a Fixed Asset System in accordance with the Mitchell Humphrey & Co. Supplemental Software Product Agreement attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin June 24, 2019 and run through June 23, 2020, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **SEVENTY FOUR THOUSAND FOUR HUNDRED THREE AND NO/100 DOLLARS (\$74,403.00)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability

and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. 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.

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

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

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

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

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

MITCHELL HUMPHREY & CO.

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

Exhibit B – Mitchell Humphrey & Co. Supplemental Software Product Agreement

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 certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



MITCHELL HUMPHREY & CO. SUPPLEMENTAL SOFTWARE PRODUCT AGREEMENT

This Supplemental Software Product Agreement (“Agreement”) is made as of the 28th day of May 2019, by and between Mitchell Humphrey & Co., a Missouri Corporation, (“MH&Co.”), and City of Spokane, Washington, (“Client”), who hereby mutually agree as follows:

1. MH&Co. hereby grants to Client a personal, non-exclusive and non-transferable License to use the Licensed Software specified in Exhibit A, annexed hereto and made a part hereof, in object code form and source code form, if source code is included as part of this Agreement; or to provide access to the Licensed Software hosted by a third-party supplier as specified in Exhibit A.
2. Client agrees to pay MH&Co. the License Fee, Annual Maintenance Fee, Annual Service Fee, and/or the Implementation Fee as defined in Exhibit A, for the License and/or Service granted hereunder; plus Reasonable Expenses as incurred by MH&Co. in connection with this Agreement.
3. The License Fee shall be due and payable according to the following terms: One hundred (100) percent of the License Fee within forty-five (45) days following execution of this Agreement; or upon receipt by Client of the Software at Client’s place of business (“Delivery”), whichever occurs first.
4. The Implementation Fee shall be due and payable as services are rendered, on a time and materials basis, according to the following terms: One hundred (100) percent of the Consulting Fee plus Reasonable Expenses within forty-five (45) days following performance of the consulting service.
5. The Annual Maintenance and Service Fee shall be due and payable according to the following terms: One hundred (100) percent of the Service Fee within ninety (90) days following Delivery of the Service to Client.
6. MH&Co. warrants for a period of ninety (90) days after Delivery, the Software will perform materially in accordance with the User Manual(s) and online help provided with the Software, except those portions of the User Manual describing functions Client has not purchased.
7. For the first year of Maintenance Support, commencing upon expiration of the Software Warranty period, Client agrees to pay MH&Co. the Annual Maintenance and Service Fee as defined in Exhibit A.
8. This Agreement is governed by the provisions of the Software Products License and Maintenance Support Agreement entered into by and between MH&Co. and Client as of

June 30, 1998 (“Original Agreement”) and defined terms as used herein shall have the same meaning as those defined in the Original Agreement; unless otherwise modified herein.

9. The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A MH&Co. Licensed Software

IN WITNESS WHEREOF, the parties hereto by due corporate and other lawful proceedings, and individually, where applicable, have hereto caused this Agreement to be executed on the dates hereinafter indicated. Having authority to enter into this binding Agreement on behalf of:

City of Spokane, Washington

Mitchell Humphrey & Co.

By: _____

By: _____

Typed Name: _____

Typed Name: Kim A. Schaefer, CPA

Title: _____

Title: President and Chief Operating Officer

Date: _____

Date: _____

City of Spokane, Washington
Supplemental Software Product Agreement
May 28, 2019

EXHIBIT A
MH&Co. Licensed Software

See Investment Summary

Mitchell Humphrey & Co.
FMS Investment Summary
City of Spokane, Washington
May 29, 2019

FMS Investment Summary Notes

The following price quote for Fixed Assets, Capital Budgeting, and Conversion and Interface Tools: FACV and a Custom GenCon is based on information provided by the City of Spokane. The price is based on concurrent licenses. It includes the FMS license fees, planning, configuration, administration, training, estimated travel and expense cost.

The annual maintenance fee is 20 percent of the current list price of the software under license.

Generally, our consulting bench is booked 90 – 120 days in advance. The City of Spokane will be added to the schedule after the signed agreement has been received.

Installation support services are available at the prevailing standard daily rate at the time these services are provided.

The extent to which installation support services are required varies from organization to organization and is dependent on such factors as: Client staff resources, time deadlines, extent of customization, etc.

Travel costs are not included and actual costs will be billable.

Training classes are limited to eight attendees, we will accommodate your needs by either scheduling multiple training sessions or scheduling an additional instructor, depending upon the circumstances that are best for your organization.

Quote valid 60 days from date shown above.

Warranty:

Warranty Start Date: Delivery of System Materials

Warranty End Date: Ninety (90) Days after Delivery of System Materials

Maintenance Service:

Maintenance Start Date: Ninety (90) Days after Delivery of System Materials

Type of License:

Central Site

Mitchell Humphrey & Co.
FMS Investment Summary
City of Spokane, Washington
May 29, 2019

Recommended Software:	\$ 22,500.00
------------------------------	---------------------

Application Software (Concurrent Users)

Fixed Assets

Capital Budgeting

Conversion and Interface Tools

FACV - Program which loads assets from an external source into the FMS Fixed Assets system.

Custom GenCon - Program which reads and loads data from a Bar Code scanner (fixed length text format) into the FMS Fixed Asset module.

Schedule of Services:	\$ 45,000.00
------------------------------	---------------------

Planning/Configuration/Administration

Training

Additional Configuration

Total Software and Services:	\$ 67,500.00
-------------------------------------	---------------------

Annual Maintenance	\$ 4,500.00
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Washington State Department of Revenue

[Services](#)[Business Lookup](#)[MITCHELL HUMPHREY & CO](#)

License Information:

[New search](#) [Back to results](#)

Entity name: MITCHELL HUMPHREY & CO.

Business name: MITCHELL HUMPHREY & CO

Entity type: [Profit Corporation](#)

UBI #: 603-237-502

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409 USA

Mailing address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409 USA

Excise tax and reseller permit status: [Click Here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T12010792BUS			Active	Nov-30-2019	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
------------------	-------

HUMPHREY, KATHLEEN A.

SCHAEFER, KIM A.

WOLPERT, THOMAS M.

The Business Lookup information is updated nightly. Search date and time: 4/15/2019 1:31:50 PM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2018

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

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

PRODUCER Cornerstone Insurance Group 721 Emerson Road Suite 500 St Louis MO 63141	CONTACT NAME: Johanna Winfield PHONE (A/C, No, Ext): (314) 373-2900 FAX (A/C, No): (314) 373-2901 E-MAIL ADDRESS: johannaw@cornerstoneinsurancegroup.com														
INSURED Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis MO 63141	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Hartford Casualty - A</td><td>29424</td></tr><tr><td>INSURER B: Axis Surplus Insurance Co - A+</td><td>26620</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford Casualty - A	29424	INSURER B: Axis Surplus Insurance Co - A+	26620	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Axis Surplus Insurance Co - A+	26620														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL18122614335**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			84SBAPC2547	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WECBH0776	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Technology E&O/Cyber Liability/ Data Breach			P00100002382301	07/01/2018	07/01/2019	Aggregate 2,000,000 Per Claim 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane MIS Department
808 W. Spokane Falls Blvd.
7th Floor
Spokane
WA 99201-3344

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

J. Cody Wilson

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ADDITIONAL COVERAGES

Ref #	Description BROAD FORM ENDT	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description BLANKET 30 Day Notice for AIs	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
Premium				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Fixed Asset System Replacement Project
Date:	June 17, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Professional services and software purchase with Mitchell Humphrey for replacing the City of Spokane's Fixed Asset System (FAS). Utilizing Budget Account # 5310-73100-94000-56403
Strategic Initiative:	Sustainable Resources
Deadline:	June 24, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Replacement of the City's FAS with Mitchell Humphrey's Fixed Asset Module and annual maintenance.
Background/History: The Innovation and Technology Services Department issued RFP 4495-18 for a project to implement a new Fixed Asset System (FAS). The City's goal was to select and implement a solution that would capture key departmental fixed asset attributes, capable of performing essential accounting functions such as depreciation, interfaces with the City's Mitchell Humphrey's Financial Management System, and allows the accounting team to prepare and distribute both periodic and ad hoc reports. The City chose Mitchell Humphrey's Fixed Asset module.	
Executive Summary: <ul style="list-style-type: none"> Contract with Mitchell Humphrey's for one year for professional services, purchase of Fixed Asset module and annual maintenance fee. Requesting \$74,403.00 including tax for this contract. Term is June 24, 2019 – June 23, 2020 The annual maintenance will be added to the existing contract OPR 2016-0396 after the initial year. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

06/24/2019

<u>Date Rec'd</u>	6/11/2019
<u>Clerk's File #</u>	OPR 2019-0436
<u>Renews #</u>	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20621
Agenda Item Name	0500 CONTRACT WITH THOMSON REUTERS FOR WESTLAW		

Agenda Wording

Contract for Westlaw Legal Research Service for five year term with 1% increases per year. Term is July 1, 2019 through June 30, 2024. Funds will be encumbered annually.

Summary (Background)

This contract provides Legal research Licenses for the Offices of City Legal, City Prosecutor, City Council, Hearing Examiner, Human Resources and the OPO. Five year total excluding tax is 259,867.84.

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

Expense	\$ 259,867.84	# 0500-33200-15300-53102 (excluding sales tax)
Expense	\$ 27,739.25	# 2019 including sales tax
Select	\$	#
Select	\$	#

Approvals	Council Notifications
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<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>	
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<u>Division Director</u>		<u>Other</u>	First Reading 6/17/19
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<u>Finance</u>	BUSTOS, KIM	Distribution List
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<u>Legal</u>	DALTON, PAT	claire.spydell@thomsonreuters.com
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<u>For the Mayor</u>	ORMSBY, MICHAEL	sdhansen@spokanecity.org
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Additional Approvals	ywang@spokanecity.org
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<u>Purchasing</u>	
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THOMSON REUTERS™

Order Form**Order ID: Q-00506931**Contact your representative claire.spydell@thomsonreuters.com with any questions. Thank you.**Account Address**

Account #: 1000717818
SPOKANE CITY ATTORNEY
SAM FAGGIANO
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3333 US

Shipping Address

Account #: 1000717818
SPOKANE CITY ATTORNEY
SAM FAGGIANO
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3333 US

Billing Address

Account #: 1000717818
SPOKANE CITY ATTORNEY
SAM FAGGIANO
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201-3333 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Subscriber means “you”, or “I”. Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$4,245.37	60	1%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked ‘paid in full’, or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-00506931

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 8/10/2019.



THOMSON REUTERS™

Attachment**Order ID: Q-00506931**Contact your representative claire.spydell@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**Payment Method: Bill to Account
Account Number: 1000717818**Order Confirmation Contact (#28)**Contact Name: Sheila Hansen
Email: sdhansen@spokanecity.org**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000717818	SPOKANE CITY ATTORNEY	808 W SPOKANE FALLS BLVD SPOKANE WA 99201-3333 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
30	Attorneys	42077751	Gvt - National Primary Core
30	Attorneys	42077755	Gvt - Analytical Plus for Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
SHEILA	HANSEN	sdhansen@spokanecity.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
41940155	Government Plan 301-325 (Westlaw PRO™)

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

06/24/2019

Date Rec'd

6/12/2019

Clerk's File #

CPR 1981-0040

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 APPOINTMENT TO THE SPOKANE REGIONAL CLEAN AIR AGENCY

Agenda Wording

Appointment of Kris Becker as the City of Spokane representative on the Spokane Regional Clean Air Agency Board, effective immediately and expiring on 13/31/2021.

Summary (Background)

Appointment of Kris Becker as the City of Spokane representative on the Spokane Regional Clean Air Agency Board, effective immediately and expiring on 13/31/2021.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional ApprovalsPurchasing

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

06/24/2019

Date Rec'd

5/30/2019

Clerk's File #

ORD C35790

Renews #Cross Ref #Submitting Dept

HUMAN RESOURCES

Contact Name/Phone

CHRIS CAVANAUGH 6383

Project #Contact E-Mail

CCAVANAUGH@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #

N/A

Agenda Item Name

5830 - SBO FOR CLAIMS/VEBA COST

Agenda Wording

A Special Budget Ordinance to add revenue and expense to the Employees Benefits Fund to pay for medical claims costs and Library VEBA payments.

Summary (Background)

Payments for prescription rebates and insurance recoveries were historically recorded as a reduction of expense. Recent training discovered these payments should be recorded as revenue. The Library agreed to pay for a VEBA to employees after the 2019 budget was passed.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 600,000

5830-78720-99999-36999-99999

Revenue \$ 100,000

5830-78721-99999-37210-99999

Revenue \$ 40,000

5830-78777-99999-34896-99999

Expense \$ 600,000

5830-78720-17380-54601-99999

ApprovalsCouncil NotificationsDept Head

CAVANAUGH, CHRISTINE

Study Session

PSC 6/17/19

Division Director

CAVANAUGH, CHRISTINE

OtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

rkokot@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ccavanaugh@spokanecity.org

Additional ApprovalsPurchasing

ORDINANCE C35790

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 Employees Benefits 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 Employees Benefits Fund, and the budget annexed thereto with reference to the Employees Benefits Fund, the following changes be made:

FROM:	5830-78720-	Employees Benefits Fund	
	99999-36999	Other Misc. Revenue	600,000
	5830-78721-	Employees Benefits Fund	
	99999-37210	Insurance Recovery	100,000
	5830-78777-	Employees Benefits Fund	
	99999-34896	IF City Contribution	40,000
			<u>\$ 740,000</u>
TO:	5830-78720-	Employees Benefits Fund	
	17380-54601	Insurance Claims	600,000
	5830-78721-	Employees Benefits Fund	
	17380-54601	Insurance Claims	100,000
	5830-78777-	Employees Benefits Fund	
	17960-54603	Insurance Premiums	40,000
			<u>\$ 740,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the increased claims costs, 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:**

06/24/2019

Date Rec'd	6/5/2019
Clerk's File #	RES 2019-0043
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 PUBLIC SAFETY LEVY PERSONNEL RESOLUTION		

Agenda Wording

A Resolution endorsing the personnel prioritization plans formulated by the Spokane Police & Fire Departments regarding the use of funds raised by the Public Safety Levy

Summary (Background)

This resolution endorses the Spokane Police & Spokane Fire Departments' Personnel Prioritization Plans, included in "Attachment A", for the expenditure of public safety levy funds. It also supports allocating a minimum of \$250,000 in levy funds dedicated for crime reduction programming. This resolution is based on the public safety levy adopted by Spokane voters in 2019.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PSC - 6/3
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	cmarchand@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	cmeidl@spokanecity.org
<u>Additional Approvals</u>		bschaeffer@spokanecity.org
<u>Purchasing</u>		lkinnear@spokanecity.org
		bbeggs@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and committing a minimum of \$250,000 of Public Safety Levy funds for crime reduction programs.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

RESOLUTION NO. 2019-0043

A Resolution endorsing the personnel prioritization plans formulated by the Spokane Police & Fire Departments regarding the use of funds raised by the Public Safety Levy and committing a minimum of \$250,000 of Public Safety Levy funds for crime reduction programs.

WHEREAS, on December 10, 2018, the Spokane City Council adopted Resolution 2018-0103 requesting that a special election be held for voters to consider a proposition by the City of Spokane (“Proposition No. 1”) for a property tax levy lid lift (“Public Safety Levy”) to fund police and fire personnel, as well as crime reduction programming; and

WHEREAS, both the Spokane Police Chief and Fire Chief submitted prioritization plans to the City Administrator outlining how their respective departments would use the funds raised under the proposed levy; and

WHEREAS, the City has already created a fund and program to purchase public safety vehicles, and those funds should be used to purchase any additional vehicles needed for the additional personnel; and

WHEREAS, the City Administrator and City Chief Financial Officer included both prioritization plans as “Appendix E – Prioritization Plans for Police & Fire Funding” (included here as “Attachment A”) in a memorandum addressed to the Mayor and dated January 23, 2019, RE: “Program and Budget Analysis of the 2019 Public Safety Levy Proposal”; and

WHEREAS, voters in the city of Spokane approved “Proposition No. 1” in the special election of February 12, 2019; and

WHEREAS, Spokane citizens should know the City’s detailed plans for the expenditure of those funds devoted to public safety staffing and crime reduction programming.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council endorses the Spokane Police & Spokane Fire Departments’ Personnel Prioritization Plans, as included in “Attachment A”, for the expenditure of those funds dedicated to public safety staffing.

BE IT FURTHER RESOLVED that the Spokane City Council intends for those plans to be made the official guiding documents for allocating such funding in the 2020 budget in addition to a minimum of \$250,000 in levy funds dedicated for crime reduction programming.

Passed by the City Council this ____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

APPENDIX E – Prioritization Plans for Police & Fire Funding

POLICE DEPARTMENT:

Prioritization Plan for Police Funding from the Proposed Public Safety Levy

--Police Chief Craig Meidl

Recommendation for additional positions:

1. 5 Downtown Officers + 1 Sergeant
 - a. A healthy vibrant downtown is essential to any city's growth, prosperity and ability to attract new investors. Additionally nuisance calls and concerns with growing street populations has created significant concern to downtown business owners, shoppers and tourists. The addition of 5 officers (and 1 supervisor for appropriate span of control) will help ensure those visiting downtown can do so in a safe environment by providing higher staffing levels, quicker response times, and increased visibility.
2. 2 Homeless Outreach / Behavioral Health Unit officers
 - a. A significant portion of calls that SPD responds to involve those having a mental health crisis. Developing a unit with enhanced training, in partnership with FBH, will result in a safer and healthier response to this population, as well as ensure appropriate follow-up is completed after the initial call has concluded. Current improvement in follow-up in the days after the initial call prompting police response can have longer term impacts on this population's recovery and integration into the community.
3. 1 Special Victims Unit Detective
 - a. As human trafficking and crimes against children increase in numbers and complexity, additional staff are needed to ensure appropriate follow-up for protection and safety of those victimized. Additionally the nature of these investigations leads to high burnout based on the evidence that must be viewed. These detectives require specialized training and the addition of an investigator will ensure that case overflow assignments are reduced (and are assigned to those with this specialized training).
4. 1 Major Crimes Detective
 - a. Major Crimes Detectives are responsible for investigating all homicides and robberies. These investigations require specialized training and current case load requires overflow cases to be assigned outside the unit (to other detectives lacking the specialized training). Cases assigned outside the unit also require detectives in other units to divert their time away from their primary duties to work overflow cases. This additional detective brings the Major Crimes Unit staffing level back to where it was several years ago.

5. 3 Property Crimes Detectives

- a. Currently only felony property crimes cases in the North and South precincts are investigated. Additionally due to case load, only 20% to 25% of all workable felony property crimes cases are assigned due to staffing. Additional Property Crimes detectives will allow more focus on chronic and repeat offenders who are creating a disproportionate amount of crime by increasing the number of workable cases assigned.

6. 1 Targeted Crimes Unit (TCU) Detective

- a. TCU staffing was reduced several years ago to meet other higher demands within the agency at that time. The addition of one detective will bring it back to the appropriate operational level to conduct its mission. TCU detectives are plain-clothes detectives that proactively target repeat offenders and armed felons. They receive specialized training in undercover operations. Due to current staffing, it is not uncommon to draft other detectives from other units to conduct an operation. The additional detective will help alleviate that.

7. 2 Records Staff

- a. The City of Spokane was recently noted to be the number one recipient of public records requests in the state. Law enforcement related reports and body camera footage are among the more common requests. The addition of body camera video for every officer working Patrol has resulted in significant time and money being spent trying to meet public records requests in a timely manner. As the agency grows, additional support personnel are needed to maintain the logistics of meeting public records requests and other court-related requests in a timely manner.

8. 2 Neighborhood Resource Officers (NROs)

- a. Spokane PD has seen a significant increase in demand placed on its NROs. In addition to addressing issues related to abandoned houses, homeless camps, nuisance houses and drug houses, demand for NROs to assist in posting and clearing homeless camps has exploded in the last several years. The addition of an NRO to the North and South Precinct will help provide a more timely response to the myriad of issues they must address on a daily basis, including quicker posting and follow through on homeless camps.

9. Criminal Intelligence Analyst

- a. It is common knowledge a small percentage of the population creates a disproportionate amount of crime. Currently detectives working cases must attempt to connect offenders to multiple crimes (and multiple cases), including crime rings that operate within the city. This type of work is very time consuming and takes Investigators away from other cases as they attempt to connect offenders to crimes throughout the city. A properly trained Criminal Intelligence Analyst will be more effective and efficient in making these connections by providing the information to the Investigator for inclusion into the case.

10. Administrative Sergeant

- a. SPD eliminated its Administrative Lieutenant and Administrative Sergeant positions several years ago. No single point of contact exists for the community and other jurisdictions to contact SPD, and use of the PIO for most requests has proven inefficient and inappropriate. Additionally this position provides liaison services to many other departments and divisions within the city, including the Courts (subpoena service), Campus security, Fleet, Limited Commissions, Interns, Traffic Unit supervisory coverage when needed, and other special projects as needed.

Impact on Performance Measures:

The additional positions will impact a number of critical areas in SPD's work. The additional capacity will increase efficiency and offer a higher level of service to the community.

- Downtown Officers & Sergeant will have an impact on reducing response times to calls for service in the downtown area. With the addition of these officers, SPD will be back to downtown staffing levels last seen in 1999. These additional officers will help eliminate 2040 hours of overtime for special Bar Patrol coverage.
- Homeless Outreach/Behavioral Health Unit officers and Neighborhood Resource Officers help free up patrol officers from non-emergency calls. This allows patrol to more quickly address priority 3 and lower calls for service in a more timely manner. These officers also help address longer-term community problems which results in fewer calls for service over time. These positions may also help decrease duty-related overtime for patrol officers.
- Detectives and Crime Analyst will work toward addressing Spokane's violent and property crimes. Currently, approximately 75% of SPD's unassigned workable cases are felonies; these are not assigned to a detective due to lack of capacity. SPD's ability to effect violent and property crime is diminished without the staffing to address the caseload.
- Records Staff will help reduce the shift coverage overtime in that department, which was the equivalent of 2 full-time positions in 2018. This additional support staff is also necessary to keep up with the increased amount of work that additional officers produce.

Need Funding, in Addition to Wages & Benefits for Plan

Equipment/Training for New Officers:

SPD request includes 17 commissioned officers and 3 civilians (2 Records, 1 Crime Analyst).

- Uniforms & Equipment: \$268,600
- Software & Licenses: \$71,825
- BLEA & Pre-employment testing: \$83,640

Total Equipment/Training for 17 officers = **\$424,065**

Vehicles for Requested Positions:

All 17 commissioned positions requested require a take-home vehicle.

- 10 Patrol Vehicles: \$530,000
- 7 Admin Vehicles: \$221,200

Total Vehicles for 17 officers = **\$751,200**

TOTAL FOR ALL FIVE YEARS = \$1.18 million

FIRE DEPARTMENT:

To: Theresa Sanders, City Administrator
From: Brian Schaeffer, Fire Chief
RE: SAFER PLAN

Per your request, the following represents a contingent layout of modifications to the existing organization that may be necessary in the event of the loss of funding for the 48 SAFER- Funded FTE.

A current snapshot of the deployed positions is below:

Company	FTE #	Cost
ARU 1	8	\$872,000
ARU 3	8	\$872,000
ARU 4	8	\$872,000
ARU 15	8	\$872,000
Engine 5	4	\$436,000
Quint 11	4	\$436,000
Quint 13	4	\$436,000
Safety Officer	4	\$436,000
Total SAFER	48	\$5,232,000

The deployment of the FTE's into the system was done specifically to add capability, in innovative and non-traditional ways that improves the level of safety for the employees and the community. Based on feedback from the Fire Department's Command Staff and evaluation of data from 2018, the organization's priority for each program (ARU, Quint Concept, Southwest Spokane Coverage, and Safety) is explained below.

Priority 1 – Southwest Spokane Coverage

Four FTE are assigned to provide a third member to Station 5 that covers Eagle Ridge/Qualchan and Southwest Spokane. The additional FTE fulfills completes the staffing necessary to provide 24/7 coverage to the area and is a direct benefit to community members' safety and their Insurance Rating. Additionally, an executed agreement with IAFF Local 29 requires the additional FTE prior to January 1, 2020 to address the safety concern of only two FTE assigned to the fire apparatus.

Without at least 3 personnel on a fire apparatus, rescue and other life-saving actions are not possible.

Priority 2 – ARU

Fire Administration recommends continuing ARU 1 (Downtown), ARU 3 (West Central), and ARU 15 (East Central/Hillyard). ARU 4 (Downtown/Browne's Addition) is not recommended to be staffed in the future. Below is a snapshot of the current deployment and the benefits that citizens are realizing. The graph below indicates the impacts of the ARU's being staffed 24/7 365 (2018 Q1-Q4) with SAFER positions. The ARU's are increasing their time-on-task while the larger apparatus are decreasing—even with a modest increase in incident volume across the system (*Figure 1*). If the ARU's were removed from the system their volume would need to be absorbed by the larger apparatus—the result is predictable (less availability (*Figure 2*), increased response time for critical incidents, and logistical impacts included increased down time and repair costs (*Figure 3*).

In FY2019, the three ARU's saved 17,230 miles being driven by large, oftentimes tillered apparatus. The ARU's cost-effectiveness cannot be overstated in savings for maintenance such as brakes, tire replacement, oil changes, and other routine repairs. (*Figure 3*)

Figure 1. ARU Time on Task vs. Large Apparatus

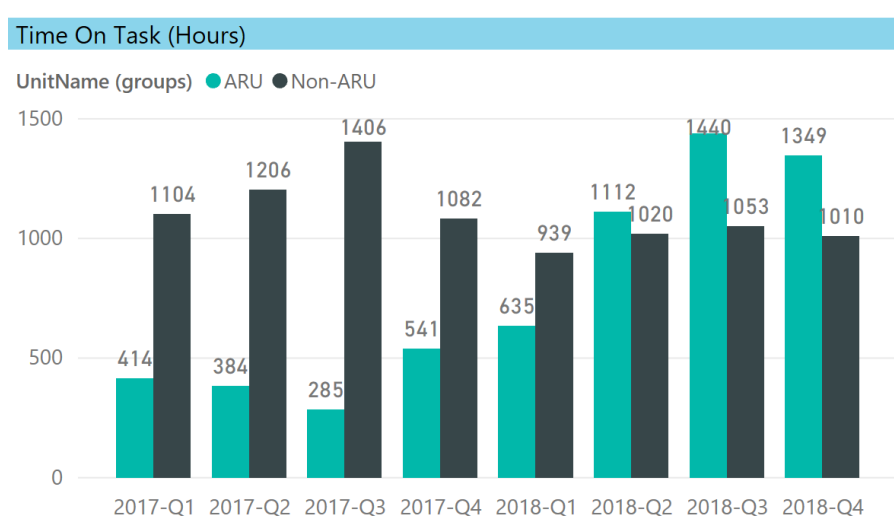


Figure 2. Large Apparatus improvement in availability post-ARU implementation

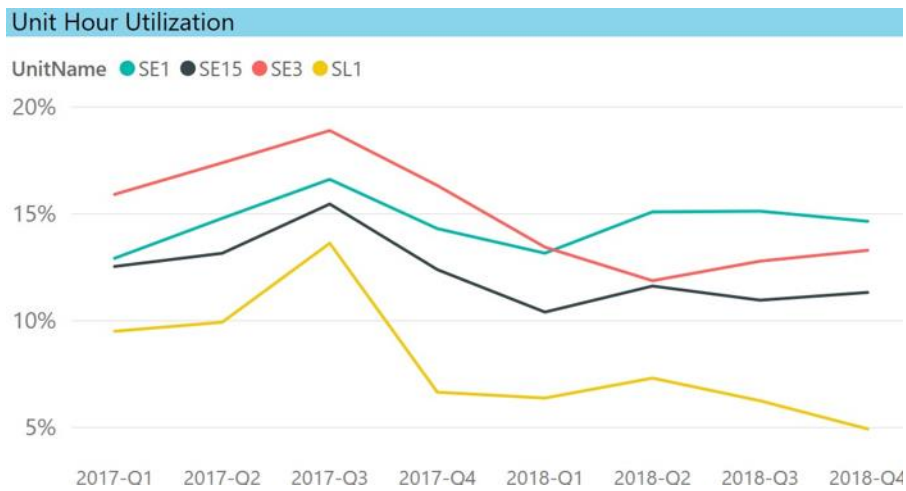


Figure 3. Mileage by ARU and Month

2018	5,058	5,545	4,761	15,364
January	300	359	75	735
February	220	305	277	802
March	242	275	218	735
April	313	356	288	957
May	439	379	366	1,184
June	428	481	459	1,368
July	513	588	531	1,632
August	486	525	471	1,482
September	470	531	515	1,516
October	478	564	526	1,569
November	633	675	562	1,870
December	535	507	472	1,514
Total	5,984	6,486	4,761	17,230

The primary community benefit of the ARU's is the ability to keep the large Paramedic-staffed apparatus available for critical emergencies while handling over 11,000 incidents annually. The units allow the community's emergency resources to match the challenge of concurrent incidents with non-traditional solutions.

Priority 3 – Quint Concept

The FD purchased two “Quint” apparatus with SIP funding as an innovative solution to a need for additional aerial ladder devices identified through the standard of cover process, as well as the increasing need for ALS companies in the system. A Quint apparatus provides 5 crucial elements: a pump, water tank, fire hose, aerial device, and ground ladders. Essentially, Quint apparatus combine the traditional 3-person Engine and 4-person Ladder company into a single, versatile company that can operate in nearly every mission. We took delivery of two Quints last year and placed them into service at Station 11 and Station 13. Those Stations were previously Engines, and staffed with three FTEs. A SAFER firefighter was added to each shift so that the Quint could be adequately staffed and function as a Ladder or a Paramedic Engine.

The photo highlighting the Quint is below on the left compared with a traditional compliment of Engine and Ladder:



(Left) Quint 13 (Shadle) demonstrating Firefighting Engine and Ladder Capability, Wildland, Paramedic and Rescue Task Force Capability with 4-person Staffing. (Right) Traditional Engine and Ladder Configuration with 7-person staffing (3 Engine, 4 Ladder). (Downtown)

The traditional deployment of Engines and Ladders are extremely expensive and not feasible with our current constraints. The flexibility offered by a Quint concept is ideal for deployment in SFD. Four-person staffing with the SAFER positions is a mandatory staffing and safety subject if the company is to function in multiple roles, especially as a ladder device. Adding the Quints to the system has resulted in a significant decrease in mileage and responses from tillered ladder or tower companies, as well as adding life-saving resources without delays.

The Quint Program is a Swiss-Army knife approach that allows the SFD to deploy a one-size fits-all solution capable of saving lives in nearly all cases while avoiding duplicative response delays. The Quints are already credited with a number of citizen saves in 2018.

Priority 4 – Safety Officer

The Safety Officer position was added almost immediately upon receiving the SAFER Award. Four Captains were appointed to the position and expected to function as a 24/7 formal risk- manager for the FD. The process to select and on-board the positions were competitive and resulted in over 500 hour of training, certifications, and preparation for the members accepting the assignment. The positions are responsible for incident response (a Safety Officer is required by WAC on all moderate to high-risk incident such as rescues, fires, etc), accident investigation, shift training, probationary employee evaluation, and many other tasks. The safety officer functions primarily as a benefit to the employees and to our overall Risk Management programs.

While the Safety Officers are primarily focused on responder safety, training, and development; the nexus to the community benefit exists by creating the most competent and prepared workforce possible and ensuring quality with regular compliance.

CITY OF SPOKANE		Agenda Sheet for City Council Meeting of*		Date Rec'd (Clerk use only)		6/14/2019	
06/24/2019		Briefing date: 06/17/2019		Clerk's File #		RES 2019-0045	
Status: ADDITIONAL APPROVALS				Renews #			
Submitting Dept*: AIRPORTS				Cross Ref #			
Contact Name & Phone*: LARRY KRAUTER/LISA 455-6406				Project #			
Contact E-Mail*: LCORCORAN@SPOKANEAIRPORTS				Bid #			
Add'l Docs Attached? <input checked="" type="checkbox"/> Resolutions				Requisition #			
Agenda Item Name: Begin with Dept # JOINT RESOLUTION							
Agenda Wording*: (2 character max) <input type="checkbox"/> Additional attached? Joint agreement between the City of Spokane, Spokane County, and Spokane International Airport in the matter of approving and authorizing the execution of US Dept. of Transportation FAA Airport Improvement Program Grant Offer No. 3-53-0072-058-2019							
Summary (Background)*: (319 character max.) <input type="checkbox"/> Additional attached? Resolution for authorization and approval of AIP Grant No. 3-53-0072-058-2019 to acquire Class A rescue and firefighting vehicle for the areas of City of Spokane and Spokane County.							
Fiscal Impact Grant related? Yes <input checked="" type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>				Budget Account <input type="checkbox"/> Additional attached?			
Select	\$		#				
Select	\$		#				
Select	\$		#				
Select	\$		#				
Approvals Dept Head Division Director Finance Legal For the Mayor				Council Notifications (Date) <input checked="" type="checkbox"/> None Study Session Other			
Additional Approvals Purchasing GRANTS & CONTRACTS Select Dept 2 Select Dept 3				Distribution List (Emails preferred) <input type="checkbox"/> Additional?			
Save				Cancel			
View Related Documents							

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF APPROVING AND)	
AUTHORIZING THE EXECUTION OF)	
UNITED STATES DEPARTMENT OF)	
TRANSPORTATION FEDERAL AVIATION)	JOINT RESOLUTION 2019-0045
ADMINISTRATION AIRPORT)	
IMPROVEMENT PROGRAM GRANT)	
OFFERS NO. 3-53-0072-058-2019)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County, Washington (the “County”), by and through its Board of County Commissioners (the “Board”) and the City of Spokane, Washington (the “City”), by and through its City Council (the “Council”), entered into an agreement dated August 28, 1990 (the “Agreement”) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Business Park (collectively, the “Spokane Airport”); and

WHEREAS, the Federal Aviation Administration (“FAA”) administers the Airport Improvement Program (“AIP”) pursuant to chapter 471 of title 49, United States Code, which provides grants to Sponsors for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems; and

WHEREAS, the County and City, together, are “Sponsors” of Spokane Airport, as such term is defined and used pursuant to chapter 471 of title 49, United States Code, for and on behalf of Spokane Airport in connection with the AIP; and

WHEREAS, pursuant to chapter 471 of title 49, United States Code, the County and City, as Sponsors of Spokane Airport, may apply for, accept, receive, use, administer, manage, transfer, and/or decline funds made available to the Sponsors for eligible AIP projects under chapter 471 of title 49, United States Code; and

WHEREAS, the FAA has offered an AIP grant in the amount not to exceed of \$753,662.00 to the Sponsors, referred to as “AIP Grant No. 3-53-0072-058-2019” for the “Aircraft Rescue and Fire Fighting Vehicle Acquisition”, referred to as Project No. 18-46-9041;

WHEREAS, Spokane Airport has provided a description of said AIP Grant No. 3-53-0072-058-2019 for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041 to the City and the County for their respective approval; and

WHEREAS, a condition precedent for award of AIP Grant No. 3-53-0072-058-2019 for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041, approval and authorization of the same by the City and the County; and

WHEREAS, the Board and Council find it is in the respective best interest of the Sponsors to approve and authorize AIP Grant No. 3-53-0072-058-2019 for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041, and delegate to the Spokane Airport CEO the authority to execute documents entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-058-2019”, AIP grant offer in the amount not to exceed \$753,662.00 for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041; and

WHEREAS, the Board and Council find it is in the respective best interest of the Sponsors to delegate to the Spokane Airport CEO the further authority to execute all documents and do all things necessary to carry out the terms of the documents entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-058-2019” an AIP grant offer in the amount not to exceed \$753,662.00 for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane, Washington, as follows:

1. The Board and the Council hereby each respectively authorize and approve AIP Grant No. 3-53-0072-058-2019 for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041, and delegate to the Spokane Airport CEO the authority to execute that document entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-058-2019” an AIP grant offer in the amount not to exceed \$753,662.00, for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041.

2. The Board and the Council hereby each delegate to the Spokane Airport CEO the further authority to execute all documents and do all things necessary to carry out the terms of that document entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-058-2019” an AIP grant offer in the amount not to exceed \$753,662.00, for the Aircraft Rescue and Fire Fighting Vehicle Acquisition, referred to as Project No. 18-46-9041.

ADOPTED by the City Council of the City of Spokane, Washington this ____ day of _____, 2019.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this
____ day of _____, 2019.

Commissioner Josh Kerns

Commissioner Mary Kuney, Chair

ATTEST:

Commissioner Al French, Vice-Chair

Ginna Vasquez, Clerk of the Board

Spokane International Arpt
AIP Development Application Checklist

3-53-0072-058-2019

- ☒ 1. SF424
- ☒ 2. SF5100-100
- ☒ 3. CIP Data Sheet
- ☒ 4. Standard DOT Title VI Assurances
- ☒ 5. Certification for Contracts Grants Loans
- ☒ 6. Airport Sponsor Assurances
- ☒ 7. Current FAA Advisory Circulars
- ☒ 8. SF5100-134 Sponsor Certification for Selection of Consultants
- ☒ 9. SF5100-132 Sponsor Certification for Plans and Specs
- ☒ 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- ☒ 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- ☒ 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- ☐ 13. SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition)
- ☒ 14. SF5100-135 Sponsor Certification for Conflict of Interest
- ☒ 15. Title VI Pre-Award Sponsor Checklist

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>															
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">05/06/2019</div>		4. Applicant Identifier: <div style="border: 1px solid black; padding: 2px;">GEG</div>																	
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		5b. Federal Award Identifier: <div style="border: 1px solid black; padding: 2px;">AIP 3-53-0072-058-2019</div>																	
State Use Only:																			
6. Date Received by State: <div style="border: 1px solid black; width: 80px; height: 15px;"></div>		7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 15px;"></div>																	
8. APPLICANT INFORMATION:																			
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">County and City of Spokane, c/o Spokane Airport Board</div>																			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">91-0856218</div>		* c. Organizational DUNS: <div style="border: 1px solid black; padding: 2px;">0586144960000</div>																	
d. Address:																			
<table style="width: 100%;"><tr><td style="width: 15%;">* Street1:</td><td><div style="border: 1px solid black; padding: 2px;">9000 W. Airport Drive, Suite 204</div></td></tr><tr><td>Street2:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* City:</td><td><div style="border: 1px solid black; padding: 2px;">Spokane</div></td></tr><tr><td>County/Parish:</td><td><div style="border: 1px solid black; padding: 2px;">Spokane</div></td></tr><tr><td>* State:</td><td><div style="border: 1px solid black; padding: 2px;">WA: Washington</div></td></tr><tr><td>Province:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* Country:</td><td><div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div></td></tr><tr><td>* Zip / Postal Code:</td><td><div style="border: 1px solid black; padding: 2px;">99224-9438</div></td></tr></table>				* Street1:	<div style="border: 1px solid black; padding: 2px;">9000 W. Airport Drive, Suite 204</div>	Street2:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* City:	<div style="border: 1px solid black; padding: 2px;">Spokane</div>	County/Parish:	<div style="border: 1px solid black; padding: 2px;">Spokane</div>	* State:	<div style="border: 1px solid black; padding: 2px;">WA: Washington</div>	Province:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* Country:	<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>	* Zip / Postal Code:	<div style="border: 1px solid black; padding: 2px;">99224-9438</div>
* Street1:	<div style="border: 1px solid black; padding: 2px;">9000 W. Airport Drive, Suite 204</div>																		
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e. Organizational Unit:																			
Department Name: <div style="border: 1px solid black; padding: 2px;">Planning and Engineering</div>		Division Name: <div style="border: 1px solid black; padding: 2px;">Spokane International Airport</div>																	
f. Name and contact information of person to be contacted on matters involving this application:																			
<table style="width: 100%;"><tr><td style="width: 30%;">Prefix: <div style="border: 1px solid black; padding: 2px;">Ms.</div></td><td style="width: 70%;">* First Name: <div style="border: 1px solid black; padding: 2px;">Lisa</div></td></tr><tr><td>Middle Name: <div style="border: 1px solid black; padding: 2px;">L.</div></td><td></td></tr><tr><td>* Last Name: <div style="border: 1px solid black; padding: 2px;">Corcoran</div></td><td></td></tr><tr><td>Suffix: <div style="border: 1px solid black; height: 15px; width: 100%;"></div></td><td></td></tr></table>				Prefix: <div style="border: 1px solid black; padding: 2px;">Ms.</div>	* First Name: <div style="border: 1px solid black; padding: 2px;">Lisa</div>	Middle Name: <div style="border: 1px solid black; padding: 2px;">L.</div>		* Last Name: <div style="border: 1px solid black; padding: 2px;">Corcoran</div>		Suffix: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>									
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Suffix: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																			
Title: <div style="border: 1px solid black; padding: 2px;">Project Manager, Planning & Engineering Dept.</div>																			
Organizational Affiliation: <div style="border: 1px solid black; padding: 2px;">Spokane International Airport</div>																			
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">(509) 455-6406</div>		Fax Number: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																	
* Email: <div style="border: 1px solid black; padding: 2px;">lcorcoran@spokaneairports.net</div>																			

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Spokane, Spokane County and
Washington State

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="678,295.00"/>
* b. Applicant	<input type="text" value="75,367.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="753,662.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	<input type="text" value="Mr."/>	* First Name:	<input type="text" value="Lawrence"/>
Middle Name:	<input type="text" value="J."/>		
* Last Name:	<input type="text" value="Krauter"/>		
Suffix:	<input type="text"/>		

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☐ No ☒ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes. An overlay zone has been implemented by the City and County, in addition to the adoption of the Airport Layout Plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None. Acquisition will be used for property owned by Airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Airport holds property interest as shown on current Exhibit A, Dated July 27, 2014.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable for this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20-106	
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			20,058
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			728,604
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 753,662
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			753,662
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 753,662
19. Federal Share requested of Line 18			678,295
20. Grantee share			75,367
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 753,662

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	75,367
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 75,367
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 75,367

SECTION E – REMARKS

(Attach sheets if additional space is required)

This project was bid on February 14, 2019 and awarded in the amount of \$728,604.24 for the Class 4 Aircraft Rescue and Fire Fighting (ARFF) Equipment.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

AIRPORT: Spokane International Airport

1. Objective:

This project is to acquire a commercially produced diesel engine driven ARFF vehicle for an Index C Airport. The vehicle is designed to carry rescue and fire fighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft. This vehicle will include a 1,500 gallon water/AFFF suppression system and a 450 pound potassium-based dry chemical system. Delivery of the equipment is expected in June of 2020.

2. Benefits Anticipated:

The airport needs to replace an existing ARFF Vehicle procured in 1998, which has reached the end of its useful life. FAA Advisory Circular 150/5220-10E states the average service life of an ARFF vehicle is 10-12 years. The existing ARFF Vehicle to be replaced will be 22 years old by the time the new ARFF vehicle is delivered and placed into service.

3. Approach: (See approved Scope of Work in Final Application)

This project consisted of preparing specifications, bid documents and a design report in order to publicly bid the ARFF Vehicle. Bids were advertised on January 22, 2019 and opened on February 14, 2019. One bid was received and the project was recommended for award to Rosenbauer Minnesota in the amount of \$728,604.24, with concurrence from the FAA ADO. A Agreement dated March 28, 2019 has been executed and the schedule delivery date is within 450 calendar days of agreement.

4. Geographic Location:

Spokane International Airport is located in eastern Washington, approximately 5 miles west of downtown Spokane. The Aircraft Rescue and Fire Fighting (ARFF) station is located off Airport Drive south west of the Terminal.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Ms. Lisa Corcoran, Project Manager
9000 W. Airport Drive, Suite 204
Spokane, WA 99224 (509) 455-6406

CIP DATA SHEET

AIRPORT	Spokane International Airport	LOCID	KGEG	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle			PLANNED YEAR TO CONSTRUCT	2019

SKETCH:



JUSTIFICATION:

Spokane International Airport increased from an Index B to an Index C Airport due to an increase in larger air carrier aircraft. The Airport needs to replace an existing ARFF vehicle procured in 1998, which has reached the end of its useful life. FAA AC 150/5220-10E state the average service life for an ARFF vehicle is 10 -12 years. The vehicle is designed to meet FAR Part 139.315.

COST ESTIMATE:

ADMINISTRATION:	\$5,000.00	1. Construction	\$	4	\$
ENGINEERING:	\$20,058.00	ARFF VEHICLE:	\$728,604.00	5	\$
INSPECTION:	\$	3	\$	TOTAL:	\$753,662

Federal (%) \$ 678,295

State \$ 0

Local (%) \$ 75,367

SPONSOR VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or attached comments for more information)

01/27/+ -Date of approved ALP with project shown
 2018 -Date of environmental determination (ROD, FONSI, CatEx)
 N/A -Date of land acquisition or signed purchase agreement
 N/A -Date of pavement maintenance program
 N/A -Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:

Lawrence J. Krauter
 Lawrence J. Krauter
 (509) 455-6455

DATE:

6-13-19

PRINTED NAME:

Lawrence J. Krauter

TITLE:

Chief Executive Officer

PHONE NUMBER:

(509) 455-6455

EMAIL:

lkrauter@spokaneairports.net

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

STANDARD DOT TITLE VI ASSURANCES

County and City of Spokane, c/o Spokane Airport Board (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

County & City of Spokane,
c/o Spokane Airport Board

(Sponsor)



(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Spokane International Airport (GEG)

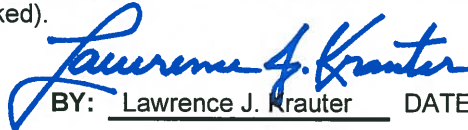
LOCATION: Spokane, Washington

AIP PROJECT NO.: AIP 3-53-0072-058-2019

STATEMENTS APPLICABLE TO THIS PROJECT Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Spokane International Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Spokane International Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).


BY: Lawrence J. Krauter

DATE: 6-13-19

TITLE: Chief Executive Officer

SPONSORING AGENCY: County and City of Spokane, c/o Spokane Airport Board

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

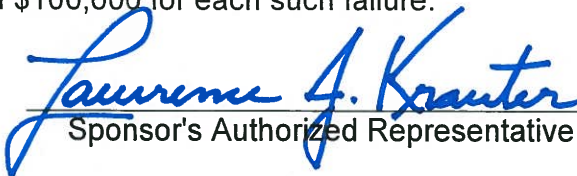
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed


Sponsor's Authorized Representative

Date

6-13-19

Title

Chief Executive Officer



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Spokane Airport Board), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 04/18/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-058-2019

Description of Work: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this **13th** day of **JUNE**, 2019.

Name of Sponsor: County & City of Spokane, Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning & Engineering

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-058-2019

Description of Work: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☐ Yes ☐ No ☒ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☐ Yes ☐ No ☒ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☐ Yes ☐ No ☒ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☐ Yes ☐ No ☒ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☒ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 13th day of JUNE, 2019.

Name of Sponsor: County and City of Spokane, Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning & Engineering

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-058-2019

Description of Work: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☒ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this **13th** day of **JUNE**, 2019.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning & Engineering

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-058-2019

Description of Work: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☒ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☐ Yes ☐ No ☒ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☐ Yes ☐ No ☒ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this **13th** day of **JUNE**, 2019.

Name of Sponsor: County and City of Spokane, Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning & Engineering

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-058-2019

Description of Work: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Spokane International Airport

Address: 9000 W. Airport Drive, Spokane, WA 99224

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this **13th** day of **JUNE**

Name of Sponsor: County and City of Spokane, c/o Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning & Engineering

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: County or City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-058-2019

Description of Work: Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 13th day of JUNE, 2019.

Name of Sponsor: County & City of Spokane, Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning & Engineering

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Spokane International Airport/County and City of Spokane, c/o Spokane Airport Board

AIP #: 3-53-0072-058-2019

Project Description(s): Acquire Class 4 Aircraft Rescue and Fire Fighting (ARFF) Vehicle

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

May 23, 2019

City Clerk File No.:
RES 2019-0035


COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2019-0035 TERMINATING CITY OF SPOKANE PARTICIPATION IN THE PROJECT TO INTEGRATE 911, DISPATCH, AND NON-EMERGENCY COMMUNICATION SERVICES KNOWN AS SREC

During its special meeting held Thursday, May 23, 2019, the Spokane City Council considered Resolution 2019-0035 terminating City of Spokane participation in the project to integrate 911, dispatch, and non-emergency communication services known as SREC. Council President Stuckart reviewed changes that were made to Resolution 2019-0035. The City Clerk read Resolution 2019-0035 (as revised) in its entirety. Council Members Kinnear, Stratton, and Beggs, as co-sponsors, then provided an overview of the resolution. Council commentary ensued, after which the following action was taken:

Motion by Council Member Burke, seconded by Council Member Fagan, **to defer** Resolution 2019-0035 (as revised) for one month (to June 24, 2019); **carried 5-2 (Council Members Kinnear and Stratton voting "no")**.

(Note: Since the resolution was deferred, no public testimony was taken.)


Terri L. Pfister, MMC
Spokane City Clerk

RESOLUTION NO. 2019-0035

A resolution terminating City of Spokane participation in the project to integrate 911, dispatch, and non-emergency communication services known as SREC.

WHEREAS, one of the City's primary responsibilities is management and funding of public safety operations; and

WHEREAS, the City of Spokane is supportive of the concept of combining emergency communications and dispatch services to realize efficiencies, cost savings, and improved level of service; and

WHEREAS, the City's Regional Project Manager briefed the Council in July of 2017 of a project exploring the idea of integrating emergency police and fire dispatch and communication services under one entity; and

WHEREAS, the City's Regional Project Manager stated the intent of the project was to save the City money, be more efficient, and provide the same or better level of service – all of which were “non-negotiable”; and

WHEREAS, the Spokane City Council unanimously adopted Resolution 2017-0080 on September 11th, 2017, exploring the potential integration of 911 Emergency Communication, Non-Emergency Crime Reporting, and Emergency Communications; and

WHEREAS, Resolution 2017-0080 officially specified the criteria for joining an integrated system including a requirement that the integration would not result in “direct job loss of any employee”, and the integration would provide “the same or greater level of service delivery for constituents at an equal or lesser cost”; and

WHEREAS, Spokane Regional Emergency Communications (SREC) imposed an arbitrary deadline on the City of Spokane of May 23, 2019 to indicate participation in a regional emergency communications project; and

WHEREAS, Spokane City Council members made multiple requests for project information beginning in late 2017 including requests for project briefings at the City Council's Public Safety Committee; and

WHEREAS, SREC Governing Board leadership and the Executive Director did not provide the City Council a project update for more than five months; and

WHEREAS, the SREC financial model was due to the Spokane City Council's Public Safety Committee in Quarter 2 of 2018 and was only briefed to Council on March 14, 2019; and

WHEREAS, the Spokane City Council unanimously adopted Resolution 2018-0039 on May 14, 2018 which reaffirmed the standards of Resolution 2017-0080 including level of service, dispatch employee job guarantees (positions, seniority status, shift preferences, training, compensation, benefits, and bargaining unit representation status), and proportional representation based on the "number of calls for service received by the Combined Communications Center (CCC) which originate in Spokane"; and

WHEREAS, SREC failed to guarantee dispatch employee jobs at the specified standards of Resolution 2018-0039, and is asking city of Spokane taxpayers to fund the balance of the pay cut City of Spokane dispatch employees would receive if transferred to SREC; and

WHEREAS, approximately 60% of all emergency response calls originate within Spokane, yet the City of Spokane only comprises 3/10ths of the SREC Governing Board; and

WHEREAS, no elected official from the City of Spokane currently serves on the SREC Governing Board (nor is one authorized to do so), lacking critical oversight and accountability to city taxpayers and City of Spokane employees; and

WHEREAS, the City Council President sent a letter to the SREC Executive Director on September 17, 2018, formally requesting proportional representation on the SREC Governing Board for the City of Spokane; and

WHEREAS, the Spokane City Council received a letter from SREC on October 4th, 2018, denying the City of Spokane's request for proportional representation; and

WHEREAS, Spokane voters in 2017 voted overwhelmingly for Spokane County Proposition 1 which sought to "keep current emergency communications systems functioning and reliable", "improve the 911 system and emergency notification system", "maintain public safety communication devices", and "integrate Computer Aided Dispatch (CAD) for faster response times"; and

WHEREAS, neither the ballot language nor the promotional material mentions to voters the intent to use the 1/10th emergency communications for a new government entity meant to supplant dispatch services; and

WHEREAS, the Spokane City Council requested and SREC has refused to provide the previously promised existing legal opinion from Spokane County Attorney Jim Emacio regarding the limitations of the 2017 ballot language on the use of 1/10th emergency communications funds to supplant dispatch services outside of Crime Check and 911; and

WHEREAS, SREC has failed to agree or negotiate the basic necessities for City of Spokane participation in an integrated 911 system as adopted by resolutions 2017-0080 and 2018-0039; and

WHEREAS, SREC has failed to grant the Spokane City Council's request to meet with the SREC financial employee to learn about the proposed capital replacement plan for handheld radios and other equipment that comprise the highest priority for 1/10th emergency communications spending; and

WHEREAS, SREC has not provided to the Spokane City Council the requested information necessary to make an informed decision on behalf of Spokane taxpayers before SREC's arbitrary deadline of May 23, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council of the City of Spokane will not participate further in the SREC project until the previously requested information has been provided, the previous SREC promises confirmed and it appears to the Spokane City Council as evidenced by a majority vote to be in the best interests of all residents in the City of Spokane; and

BE IT FURTHER RESOLVED, the City of Spokane extends an invitation to any agency contracting for dispatch services under the current Combined Communications Center (CCC) interlocal agreement to remain committed to the interlocal agreement; and

BE IT FINALLY RESOLVED, that Ordinance C35693 be considered by the City Council on June 3rd, 2019, to be amended or rescinded based on SREC meeting or negotiating the City of Spokane's requirements for participation in the integrated emergency communications system outlined in Resolutions 2017-0080 and 2018-0039.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

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

06/24/2019

Date Rec'd

6/11/2019

Clerk's File #

ORD C35787

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

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

0320 PUBLIC SAFETY PERSONNEL AND CRIME REDUCTION FUND ORDINANCE

Agenda Wording

An ordinance creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code.

Summary (Background)

This ordinance creates a special revenue fund known as the "public safety personnel fund" into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of hiring additional police and fire personnel and funding crime reduction programs pursuant to Resolutions 2018-0103 and 2019-0043.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC - June 3rd

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

cmarchand@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mhughes@spokanecity.org

Additional ApprovalsPurchasing

ORDINANCE NO. C 35787

An ordinance creating a Public Safety Personnel and Crime Reduction Fund and describing its use; enacting a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code.

WHEREAS, on December 10, 2018, the Spokane City Council adopted Resolution 2018-0103 requesting that a special election be held for voters to consider a proposition by the City of Spokane ("Proposition No. 1") for a property tax levy lid lift ("Public Safety Levy") to fund police and fire personnel, as well as crime reduction programming; and

WHEREAS, voters in the city of Spokane approved "Proposition No. 1" in the special election of February 12, 2019;

The City of Spokane does ordain:

Section 1. That there is adopted a new section 07.08.153 to Chapter 07.08 of the Spokane Municipal Code to read as follows:

Section 07.08.153 Public Safety Personnel and Crime Reduction Fund

- A. There is created a special revenue fund known as the "public safety personnel fund" into which shall be deposited all tax levy funds received from the levying of property taxes for the purpose of hiring additional police and fire personnel and funding crime reduction programs pursuant to Resolutions 2018-0103 and 2019-0043.
- B. The "Public Safety Personnel Fund" may be accumulated or expended only for the following purposes:
 - 1. Spokane Police Department personnel;
 - 2. Spokane Fire Department personnel; and
 - 3. Crime reduction programs.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

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

06/24/2019

<u>Date Rec'd</u>	6/10/2019
<u>Clerk's File #</u>	ORD C35788
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BREEAN BEGGS 6714	<u>Project #</u>	
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 FIXED OUTDOOR ELECTRIC DEICING AND SNOW-MELTING EQUIPMENT		

Agenda Wording

An ordinance relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.

Summary (Background)

After an isolated incident in which a dog was electrocuted on a sidewalk, community members expressed concern about the safety of electric snow melting equipment within the public ROW. This ordinance will require that all electric snow melting equipment on public and private sidewalks be upgraded to include ground-fault protection. It also creates a registration program that will allow the City to maintain a database of locations of these systems and establish a monitoring program.

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

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

<u>Approvals</u>	<u>Council Notifications</u>		
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	4/22 PIES
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

ORDINANCE NO. C35788

An ordinance relating to fixed outdoor electric deicing and snow-melting equipment; enacted a new Section 17F.050.165 of the Spokane Municipal Code.

WHEREAS, in February 2019, Zach Harper's dog, Hank, was electrocuted on a public sidewalk due to electric snow melt equipment that met code when it was installed over 40 years ago, but had not been updated with modern safety equipment that would prevent such an incident; and

WHEREAS, ground fault circuit interrupters (GFCIs) are designed to detect stray current and turn off power to electric snow melt systems, reducing the potential risk of electrocution for all users; and

WHEREAS, GFCIs have been required for all new installations of electric snowmelt equipment since 1993, but retroactive installation of the safety equipment was not previously required; and

WHEREAS, Council recognizes the need to make the walking environment safer for all users of public and private sidewalks that utilize electric snowmelt systems by considering enacting "Hanks Law."

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter section 17F.050.165 of the Spokane Municipal Code to read as follows:

Section 17F.050.165 Fixed Outdoor Electric Deicing and Snow-Melting Equipment

- A. Ground-fault protection of equipment shall be provided in compliance with the National Electric Code for all fixed outdoor electric deicing and snow melting equipment that is embedded in driveways, sidewalks, steps, or other areas that are publically traversable. This requirement shall apply to all embedded systems and shall apply retroactively to systems that were installed under older versions of the National Electrical Code.
- B. All fixed outdoor electric deicing and snow melting systems shall be maintained by the property owner according to ANSI/IEEE 515.1-2012. Systems located within the public right of way shall be maintained by the adjacent property owner. Testing of the systems shall be conducted by the property owner and shall occur annually
- C. Property owners with a fixed outdoor electric deicing and snow melting systems located within the adjacent public right of way or on public property shall register the system with the City Engineer on a form approved by the city engineer. The registration shall include a site plan showing the location of the system. In

addition to any required permits, registration submittals for new installations shall include manufacturers cut sheets.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/24/2019

Date Rec'd

6/12/2019

Clerk's File #

ORD C35789

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE MUMM 625-

Project #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - ORDINANCE REGULATING LOANS OF CITY EMPLOYEES AND PROPERTY

Agenda Wording

An ordinance creating regulations for the loan of City of Spokane employees and City-owned property to other government agencies.

Summary (Background)

Currently, there are no guidelines or limits on the loan of City employees or property to other government agencies, and no codified oversight of those loans. This ordinance sets reasonable guidelines and limits on the loan of City employees and City property, in the exercise of the Council's fiduciary duties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance Committee,
6/17/2019Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

ORDINANCE NO. C35789

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

Chapter 03.13 Loaned Employees **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

Section 03.13.020 Definitions

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

Section 03.13.030 Authority for Loan of City Employees

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

Section 03.13.040 Required Terms for Loan of City Employees

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
 - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
 - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
 - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like, the decision of the City supervisor to prevail in the event of any conflict between the two supervisors;
 - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
 - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
 - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

Section 2. That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

Chapter 12.12 Loan of City Property and Equipment

Section 12.12.010 Purpose and Intent

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.

Section 12.12.020 Definitions

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

Section 12.12.030 Authority for Loan of City Property or Equipment

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

Section 12.12.040 Required Terms for Loan of City Property or Equipment

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
 - 1. With the exception of leases of City-owned real property, no loan of City property or equipment may exceed 180 calendar days which may not be extended;
 - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
 - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
 - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
 - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
 - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property

shall be returned to the City in good and serviceable condition at the end of the loan period.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/17/2019

<u>Date Rec'd</u>	6/12/2019
<u>Clerk's File #</u>	LGL 2019-0014
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY CLERK	<u>Cross Ref #</u>	INITIATIVE 2019-1
<u>Contact Name/Phone</u>	TERRI PFISTER 6354	<u>Project #</u>	ORD 35785
<u>Contact E-Mail</u>	TPFISTER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Report Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0260 - INITIATIVE NO. 2019-1 PETITION SIGNATURES		

Agenda Wording

Set hearing before City Council for Monday, June 24, 2019, on Proposed Initiative No. 2019-1 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment regarding open government and transparency in

Summary (Background)

On June 10, 2019, the proponent of Initiative No. 2019-1 filed with the City Clerk's Office petitions bearing 3,343 signatures. This constitutes 7.51 percent of the votes cast (44,510) at the last general municipal election (held November 7, 2017). Five percent, or 2,226 validated signatures are required for placement on the next general municipal election ballot(November 5,2019). The signatures have not been validated. Pursuant to SMC 2.02.080 and

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

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

<u>Approvals</u>	<u>Council Notifications</u>		
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mcathcart@betterspokane.org	

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

City Government.

Summary (Background)

Sections 84 and 125 of the City Charter, at the hearing on the petition, the City Council determines whether to: 1. accept petition and place the measure on the ballot; 2. accept petition and direct the city clerk to validate the signatures; or 3. propose an alternative measure.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, or signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

JUN 10 2019

INITIATIVE NO. 2019 - 1

CITY CLERK'S OFFICE

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2019 - 1, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT

Shall the Spokane City Charter be amended to require all collective bargaining negotiations be transparent and open to public observation, requiring public notification of such meetings as required by the Washington State Open Public Meetings Act and require all contracts be available for public review and observation on the City's website?

 YES
 NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

	PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
			Street Address	City	State	Zip
1.		Robb Brown	2624 W. 6th	Spokane	WA	99205
2.		Eric Feldman	4214 W. Quana	Spokane	WA	99205
3.		Bryce Eugene Ault	2016 17th	Spokane	WA	99203
4.		Hanky Beall	5004 N. Cedar	Spokane	WA	99205
5.		Kristy Amanteo	3107 W. 5th	Spokane	WA	99204
6.		Amy MacCallum	5402 W. 6th	Spokane	WA	99205
7.		Jeremy Brown	5208 N. Martin	Spokane	WA	99207
8.		Colin Melzer	9626 N. Kinnick	Spokane	WA	99208
9.		Cindy Weiss	6627 N. Main	Spokane	WA	99208
10.		Kyle Ceras	5128 N. Belmont	Spokane	WA	99205
11.		JAMES PARKINS	3018 W. Heroy	Spokane	WA	99204
12.		Patricia Parkins	308 W. Heroy	Spokane	WA	99205
13.		Jeff Ward	1622 W. 7th	Spokane	WA	99204
14.		Carrie Tanning	5405 N. Crestline St #2	Spokane	WA	99207
15.		Felicia Karpess	5418 N. Post St.	Spokane	WA	99205
16.		Kenneth Barton	2510 W. Colquhoun	Spokane	WA	99202
17.		Stephanie Szabo	6010 N. Montevista	Spokane	WA	99205
18.		WILLIAM J. BURKE	421 W. Montevista	Spokane	WA	99205
19.		Tasha Adwell	1203 E. Rockwell	Spokane	WA	99207
20.		Jessica Pierre	4119 N. Hannum	Spokane	WA	99205

Petitioner: Michael Cathcart, Better Spokane, 510 W. Riverside, Suite 500, Spokane, WA 99201 (509)999-8315
Signature-gathering firm: Ballot Access, 51530 Huntingdon Rd. #6, La Pine, OR 97739-7507 (503)433-1504 Flair@tritonpolling.com
City Business Registration No. 604436168-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City and the respective represented labor groups negotiate collectively bargained agreements pursuant to the Washington State Public Employees' Collective Bargaining Act, Chapter 41.56 RCW. Collective bargaining sessions are conducted in private meetings between the parties and are not required to be open to the public pursuant to the Open Public Meetings Act, RCW 42.30.140 (4).

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure will amend the City Charter to require all collective bargaining negotiations be transparent and open to public observation, public notification of such meetings as required by the Washington State Open Public Meetings Act and all contracts be available for public review and observation on the City's website.

I, Susan Mays, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) Susan Mays (Date) 4-30-2019

CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT

WHEREAS, democracy demands transparency; and

WHEREAS, a transparent government is a top priority for the citizens of the City of Spokane; and

WHEREAS, the Open Public Meetings Act was passed by citizen initiative in the State of Washington in 1972, and

WHEREAS, the legislative declaration of the Open Public Meetings Act (RCW 42.30.010) states in part:

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.; and

WHEREAS, the people of Washington State declared at the ballot box through Initiative 276 (chapter 42.17 Revised Code of Washington) that, "the people have the right to expect from their elected representatives at all levels of government the utmost of integrity, honesty, and fairness in their dealings," and that our form of government "is founded on a belief that those entrusted with the offices of government have nothing to fear from full public disclosure;" and

WHEREAS, Substitute House Bill 1268, the Personnel System Reform Act approved by the Legislature in 2002, ended the longstanding precedent of publicly negotiated collective bargaining agreements; and

WHEREAS, collective bargaining agreements are among the City of Spokane's largest expenditures; and

WHEREAS, both taxpayers and employees deserve the right to know how they are being represented during collective bargaining negotiations; and

WHEREAS, collective bargaining units and their agents have contributed hundreds of thousands of dollars to the election of local officials through direct and indirect campaign contributions, creating an impression of secret deal-making, which will be eliminated by making collective bargaining negotiations open to the public; and

WHEREAS, public observance of collective bargaining contract negotiations will not preclude bargaining representatives of both sides from meeting separately and privately to discuss negotiating tactics, goals, and methods; and

WHEREAS, opening collective bargaining negotiations to the public does not mean that the public will participate in the negotiations; and

WHEREAS, collective bargaining is defined in statute (RCW 41.56.030); and

WHEREAS, making collective bargaining contract negotiations transparent does not conflict with and is not preempted by state law; and

WHEREAS, the Open Public Meetings Act (RCW 42.30.140) permits collective bargaining contract negotiations to be exempted from the open public meetings requirements, but this exemption does not compel such negotiations to be secret; and

WHEREAS, the Open Public Meetings Act (RCW 42.30.140) does not prohibit governments from making these negotiations open to the public.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. Article IV of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Section 40. Open Collective Bargaining Negotiations

- A. As of December 1, 2019, the City of Spokane will conduct all collective bargaining contract negotiations in a manner that is transparent and open to public observation both in person and through video streaming or playback. This section does not require the city to permit public comment opportunities during negotiations.
- B. The City of Spokane shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060-42.30.080.)
- C. The City of Spokane shall publish and maintain all notes, documentation, and collective bargaining proposals on the city's official website within two business days of their transmission between the negotiating parties.
- D. The City of Spokane shall publish all final collective bargaining agreements on the city's official website for the life of the agreement.
- E. Any elected official or an elected official's agent who is determined by the City Ethics Commission to have participated in any collective bargaining negotiation in violation of this charter amendment shall be referred to the City or County Prosecutors office for appropriate action.
- F. Open to public observation does not include meetings related to any activity conducted pursuant to the enforcement of a collective bargaining agreement (CBA) after the CBA is negotiated and executed, including but not limited to grievance proceedings.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to Voters. This City Charter amendment shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

06/17/2019

<u>Date Rec'd</u>	6/12/2019
<u>Clerk's File #</u>	LGL 2019-0015
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY CLERK	<u>Cross Ref #</u>	INITIATIVE 2019-2
<u>Contact Name/Phone</u>	TERRI PFISTER 6354	<u>Project #</u>	ORD C35786
<u>Contact E-Mail</u>	TPFISTER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Report Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0260 - INITIATIVE NO. 2019-2 PETITION SIGNATURES		

Agenda Wording

Set hearing before City Council for Monday, June 24, 2019, on Proposed Initiative No. 2019-2 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment prohibiting a City of Spokane income tax.

Summary (Background)

On June 10, 2019, the proponent of Initiative No. 2019-2 filed with the City Clerk's Office petitions bearing 3,342 signatures. This constitutes 7.508 percent of the votes cast (44,510) at the last general municipal election (held November 7, 2017). Five percent, or 2,226 validated signatures are required for placement on the next general municipal election ballot(November 5,2019). The signatures have not been validated. Pursuant to SMC 2.02.080 and

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

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

<u>Approvals</u>	<u>Council Notifications</u>		
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mcathcart@betterspokane.org	

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



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Sections 84 and 125 of the City Charter, at the hearing on the petition, the City Council determines whether to: 1. accept petition and place the measure on the ballot; 2. accept petition and direct the city clerk to validate the signatures; or 3. propose an alternative measure.

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

Distribution List

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE CITY CLERK'S OFFICE

INITIATIVE NO. 2019 - 2

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2019 - 2, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

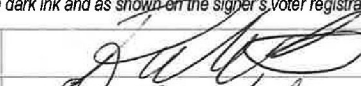

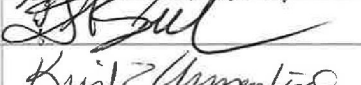
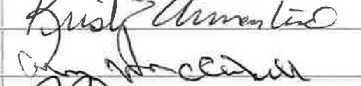

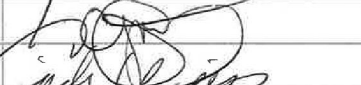

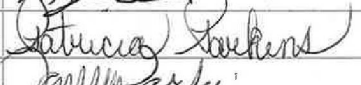
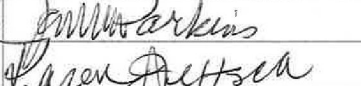
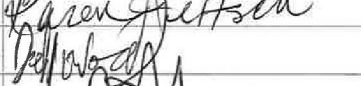
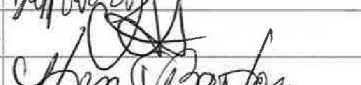
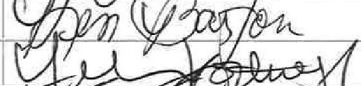

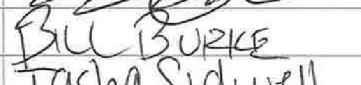
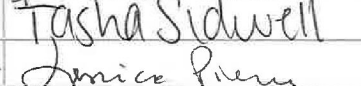
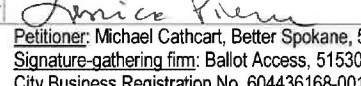
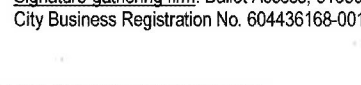
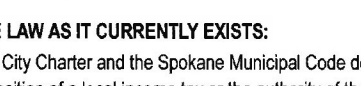
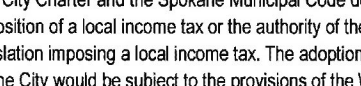
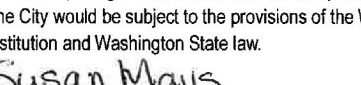
Shall the Spokane City Charter be amended to prohibit the City of Spokane from imposing an income tax on wages, salaries, investments, the sale of goods or services, or any other income source?

____ YES

____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

	PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
			Street Address	City	State	Zip
1.		Robb Bran	2624 W. 61st	Spokane	WA	99205
2.		Bryce Eugene Holt	200 W. 17th	Spokane	WA	99203
3.		Tammy Beckham	6004 N. Cedar	Spokane	WA	99205
4.		Kristy Armatte	3107 W 52nd	Spokane	WA	99224
5.		Amy McCord	5402 W Hoffman	Spokane	WA	99205
6.		Jeremy Brown	5208 N Martin	Spokane	WA	99207
7.		Calvin Melara	9620 N. Kinnick	Spokane	WA	99208
8.		Cindy Weiss	6627 N. Moore	Spokane	WA	99208
9.		Kyle Ceri	528 N. Bell	Spokane	WA	99205
10.		Patricia Parkins	3018 W Heroy	Spokane	WA	99205
11.		JAMES PARKINS	3018 W HEROY	SPokane	WA	99205
12.		KAREN JELTSCH	3407 W. Lacrosse	Spokane	WA	99205
13.		Jeff Ward	1622 V7th	Spokane	WA	99204
14.		Carrie Tanning	5405 N Crestline	Spokane	WA	99207
15.		Kenneth Barton	2510 W College Ave	Spokane	WA	99202
16.		Felicia Kothross	5418 N. Post	Spokane	WA	99208
17.		Stephanie Szabo	6010 N Montevideo	Spokane	WA	99205
18.		WILLIAM BURKE	421 W. Aft. B. Montgomery	Spokane	WA	99205
19.		Tasha Sidwell	1203 E Kallum	Spokane	WA	99207
20.		Jessica Pierre	4119 N. Cannon St	Spokane	WA	99205

Petitioner: Michael Cathcart, Better Spokane, 510 W. Riverside, Suite 500, Spokane, WA 99201 (509)999-8315

Signature gathering firm: Ballot Access, 51530 Huntington Rd. #6, La Pine, OR 97739-7507 (503)433-1504 Flair@tritonpolling.com

City Business Registration No. 604436168-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City Charter and the Spokane Municipal Code do not address the imposition of a local income tax or the authority of the City Council to adopt legislation imposing a local income tax. The adoption of a local income tax by the City would be subject to the provisions of the Washington State Constitution and Washington State law.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure will amend the City Charter to provide that the City of Spokane may not impose an income tax on wages, salaries, investments, the sale of goods or services or any other source of income.

I, Susan Mays, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) Susan Mays (Date) 4/30/2019

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

WHEREAS, the citizens of the City of Spokane recognize the need for a strong, competitive economy with reliable revenues for vital city government services; and

WHEREAS, cities across the state of Washington, including Seattle and Olympia, have attempted to adopt a city-imposed income tax; and

WHEREAS, in court proceedings, municipal attorneys have argued that cities in Washington state have the authority to implement a city income tax; and

WHEREAS, city councilors who serve on the Association of Washington Cities have argued that every city in the state has the authority to adopt a city income tax; and

WHEREAS, the state of Washington prohibits cities, counties, and city-counties from adopting a tax on net-income (RCW 36.65.030); and

WHEREAS, Washington state voters have rejected the opportunity to adopt an income tax 10 times; and

WHEREAS, voters in the City of Spokane rejected the opportunity to impose a state income tax in 2010; and

WHEREAS, credit agencies consider income taxes unwise and volatile.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That Article III of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Section 21.6 Prohibition of City Income Tax

The City of Spokane may not impose an income tax on wages, salaries, investments, the sale of goods or services, or any other source of income.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to the Voters. This City Charter amendment shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

06/24/2019

<u>Date Rec'd</u>	6/11/2019
<u>Clerk's File #</u>	RES 2019-0044
<u>Renews #</u>	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	BRANDON 625-6419	Project #	2019015
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	4250 - RESOLUTION - 2020-2025 SIX-YEAR COMPREHENSIVE STREET		

Agenda Wording

Hearing on Resolution for the 2020-2025 Six-Year Comprehensive Street Program (Various Neighborhood Councils)

Summary (Background)

RCW 35.77 provides that pursuant to a public hearing process, each City shall update its Six-Year Transportation Improvement Program annually prior to July 1st and file a copy of the adopted program with the Secretary of Transportation no later than July 31st of that same year. The Plan Commission held a workshop on April 10, 2019. A hearing was held on May 8, 2019 which provided a recommendation of approval.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	bblankenagel@spokanecity.org	
<u>Additional Approvals</u>		icmaccounting@spokanecity.org	
<u>Purchasing</u>		publicworksaccounting@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	6-Year Program Draft
Date:	5/20/19
Contact (email & phone):	bblankenagel@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	6-Year Comprehensive Street Program: Final Reconciliation and DRAFT program
Background/History: In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is scrutinized by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly.	
Executive Summary: <ul style="list-style-type: none"> • This annual update facilitates: <ul style="list-style-type: none"> ○ Compliance with the Growth Management Act and RCW 35.77.010, ○ City of Spokane can qualify for grant and low interest loan funds, ○ Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program. • Review of new projects in the program. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts:	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2019-0044

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2020 through 2025; and

WHEREAS, the Spokane City Plan Commission, on May 8, 2019, following a public hearing, found the 2020-2025 Six-Year Comprehensive Street Program to be in full conformance with the City's Comprehensive Plan; and

WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the 2020-2025 Six-Year Comprehensive Street Program;

WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the 2020-2025 Six Year Comprehensive Street Program at 6:00 pm., at City Hall in Spokane, Washington on the 24th day of June, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended 2020-2025 Six Year Comprehensive Street Program is hereby adopted; and,

BE IT FURTHER RESOLVED, that a copy of the revised and extended 2020-2025 Six Year Comprehensive Street Program, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.

BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the 2020-2025 Six Year Comprehensive Street Program;

Adopted this 24th day of June, 2019

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney