

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, AUGUST 26, 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

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. Value Blanket Order increase with Software House International (Somerset, NJ) for software products, maintenance and support, and subscription/upgrades through December 21, 2019—Increase of \$40,000 (incl. tax and shipping). Total Contract Amount: \$165,000.
Michael Sloon | Approve | OPR 2018-0768 |
| 2. Contract Extension with Assetworks (Wayne, PA) as sole source for annual maintenance and support of the City's Fleet Asset Management System from October 1, 2019 to September 30, 2020—\$85,386.58 (incl. tax).
Michael Sloon | Approve | OPR 2016-0794 |
| 3. Contract with Structured Communications Systems, Inc. (Clackamas, OR) for hardware purchase and five years annual support of Nutanix server/storage infrastructure—\$406,038.66 (incl. tax and shipping).
Michael Sloon | Approve | OPR 2019-0586 |
| 4. Contract Renewal with AMS/SCRAM to provide electronic monitoring services (alcohol monitoring and GPS monitoring) for defendants under pre-/post-conviction status—\$264,000.
Amy Harte | Approve | OPR 2018-0508 |

- | | | |
|---|------------------------------------|---------------|
| 5. 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: \$_____. | | |
|
6. 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCE

(Require Four Affirmative, Recorded Roll Call Votes)

- 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. (Deferred from August 12, 2019.)
Council Member Mumm

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C35807 Relating to historic preservation procedures; amending SMC sections 17D.100.040, 17D.100.080, 17D.100.100, 17D.100.200, 17D.100.210, 17G.050.310, and 17G.060.070, adopting new SMC sections 17D.100.025, 17D.100.215, and 17D.100.330 and repealing SMC 11.19.270.
Megan Duvall

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for August 26, 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 August 26, 2019, Regular Legislative Session of the City Council is adjourned to September 9, 2019.

Note: The regularly scheduled City Council meeting for Tuesday, September 3, 2019, has been canceled in observance of Labor Day.

NOTES

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

08/26/2019

Date Rec'd

7/23/2019

Clerk's File #

OPR 2018-0768

Renews #Submitting DeptINNOVATION & TECHNOLOGY
SERVICESCross Ref #Contact Name/Phone

MICHAEL SLOON 625-6468

Project #Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Purchase w/o Contract

Requisition #

VB 301020

Agenda Item Name

5300 SOFTWARE HOUSE INTERNATIONAL VB INCREASE

Agenda Wording

Requesting an increase of \$40,000.00, including tax and shipping, for Software House International Corp. OPR 2018-0768, Value Blanket #301020. Estimated expenditure is for software products, including Maintenance and Support Subscription/Upgrades.

Summary (Background)

SHI/Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts that include pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. Contract period is January 1, 2019 through December 31, 2019.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 40,000.00 inc tax & shipping

Various Accounts

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session

Sustainable Res 8/19/19

Division Director

SLOON, MICHAEL

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Ben Callahan - ben_callahan@shi.com

Briefing Paper

Finance & Administration Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Software House International (SHI) Value Blanket
Date:	August 19, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Finance & Administration 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)	ITSD – Value Blanket
Strategic Initiative:	Approval to purchase software products through Washington State DES from Software House International (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Deadline:	December 31, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to increase estimated expenditure on software products, including Maintenance and Support Subscription/Upgrades from Software House International (SHI) for various City Departments, utilizing various contracts from January 1, 2019, through December 31, 2019.
Background/History: Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts that include pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible.	
Executive Summary: <ul style="list-style-type: none"> • Requesting an increase of \$40,000.00, including tax and shipping, for Software House International Corp. OPR 2018-0768, Value Blanket #301020. • Utilizing various budget accounts. 	
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 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:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[SOFTWARE HOUSE INTERNATIONAL, INC.](#)

License Information:

[New search](#)[Back to results](#)**Entity name:** SOFTWARE HOUSE INTERNATIONAL, INC.**Business name:** SOFTWARE HOUSE INTERNATIONAL, INC.**Entity type:** [Corporation](#)**UBI #:** 601-639-984 **Business ID:** 001 **Location ID:** 0003**Location:** Open**Location address:** 290 DAVIDSON AVE
SOMERSET NJ 08873-4145 USA**Mailing address:** 290 DAVIDSON AVE
SOMERSET NJ 08873-4145 USA[View Additional Locations](#)**Excise tax account and reseller
permit status:** [Open \(View\)](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business	T12070226BUS			Active	Nov-30-2019	Oct-15-2012

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

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

THAI, LEE

The Business Lookup information is updated nightly.
Search date and time: 1/17/2019 2:27:14 PM*Working together to fund Washington's future*

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/03/2019

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

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

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: somersetclsupport@mma-ne.com														
INSURED SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	<table border="1"> <thead> <tr> <th data-bbox="812 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1567 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 451 1429 483">INSURER A : National Fire Insurance Co of Hartford</td> <td data-bbox="1429 451 1567 483">20478</td> </tr> <tr> <td data-bbox="812 483 1429 514">INSURER B : Continental Insurance Company</td> <td data-bbox="1429 483 1567 514">35289</td> </tr> <tr> <td data-bbox="812 514 1429 546">INSURER C : Continental Casualty Company</td> <td data-bbox="1429 514 1567 546">20443</td> </tr> <tr> <td data-bbox="812 546 1429 577">INSURER D :</td> <td data-bbox="1429 546 1567 577"></td> </tr> <tr> <td data-bbox="812 577 1429 609">INSURER E :</td> <td data-bbox="1429 577 1567 609"></td> </tr> <tr> <td data-bbox="812 609 1429 638">INSURER F :</td> <td data-bbox="1429 609 1567 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6050250197	09/30/2018	09/30/2019	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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6050291509	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			6050574315	09/30/2018	09/30/2019	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	650251110	09/30/2018	09/30/2019	<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

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

Evidence of Insurance**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

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

Wm. C. Lillie

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

08/26/2019

<u>Date Rec'd</u>	7/16/2019
<u>Clerk's File #</u>	OPR 2016-0794
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2018-0082
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 20715

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 ASSETWORKS ANNUAL MAINTENANCE

Agenda Wording

A contract with Assetworks as sole source for annual maintenance and support of City's Fleet Asset Management System (M5) and authorizing staff to execute contract. October 1, 2019 - September 30, 2020. Contract amount is \$85,386.58 including tax.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all M5 and receive AssetWorks Help Desk support. AssetWorks is the only authorized firm to provide maintenance services on the M5 software system. Included in this support are: FleetFocus M5, Crystal Reports, FuelFocus, and TripCard software.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 85,386.58 inc tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Rob Hallet - rob.hallet@assetworks.com

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	AssetWorks M5 Annual Support and Upgrades
Date:	August 19, 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)	ITSD – AssetWorks Fleet Asset Management System (M5) Annual Software Maintenance and Support Utilizing Budget Account #5300 73300 18850 54820
Strategic Initiative:	Sustainable Resources
Deadline:	September 30, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<u>Background/History:</u>	
AssetWorks supports the City's Fleet Asset Management System (M5), which is utilized by the Fleet Department. AssetWorks is the only supplier of M5 licensing. 2018 contracted amount was \$79,258.11. The price difference is the annual increase along with adding the TripCard module.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> Contract with AssetWorks for Annual Software Maintenance and Support of the City's Fleet Asset Management System. Requesting \$85,386.58 including tax for the renewal of this contract. Term is October 1, 2019 – September 30, 2020 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

**CONTRACT EXTENSION
WITH COST**

**Title: Annual Support and Upgrades for Fleet
Services Equipment System Software**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ASSETWORKS**, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087 as ("**Consultant**"), individually hereafter referenced as a "party", and together as the "parties."

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City Annual Software Maintenance and Support for FleetFocus M5, Crystal Reports, FuelFocus, includes product updates and enhancements, unlimited email and telephone support for 12 months; and*

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 25, 2010 and September 27, 2010, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on October 1, 2019.

3. EXTENSION.

The contract documents are hereby extended and shall run through September 30, 2020.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY FIVE THOUSAND THREE HUNDRED EIGHTY SIX AND 58/100 DOLLARS (\$85,386.58)**, including tax, for everything furnished and done under this Contract Extension.

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

ASSETWORKS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Consultant's Annual Maintenance Renewal No. #8366 M5FL MNT19



MAINTENANCE RENEWAL

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805

Tel (858) 452-0458

Fax (858) 452-0478

Number 8366 M5FL MNT19_2yr

TO: City of Spokane

FROM: AssetWorks LLC

DATE: April 3, 2019

RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2021

Annual Software Maintenance and Support for period 10/1/2019 - 9/30/2020

FleetFocus M5	\$	64,781.57
Crystal Reports	\$	1,387.00
FuelFocus software	\$	10,321.33
TripCard module, Year 2 maintenance pro-rated for period 1/1/2020 - 9/30/2020 (9 months)	\$	1,918.35
<i>Includes product updates and enhancements, unlimited email and telephone support for periods specified</i>		

Subtotal, 2019-20 Maintenance, not including tax and options \$ 78,408.25

WA Sales Tax: 8.9000% \$ 6,978.33

Total due October 2019 \$ 85,386.58

Annual Software Maintenance and Support for period 10/1/2020 - 9/30/2021

FleetFocus M5	\$	68,020.65
Crystal Reports	\$	1,456.35
FuelFocus software	\$	10,837.40
TripCard module	\$	2,685.69

Includes product updates and enhancements, unlimited email and telephone support for 12 months

Subtotal, 2020-21 Maintenance, not including tax and options \$ 83,000.09

WA Sales Tax: 8.9000% \$ 7,387.01

REMIT TO:

Total due October 2020 \$ 90,387.10

CHECKS

AssetWorks

PO Box 202525

Dallas TX 75320-2525

All software updates are electronically delivered

For Visa, MasterCard, and American Express payments, add 4% to the total due

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253

ABA # 122105278

Account # 5076434348

US Tax ID # 98-0358175

Canada GST/HST # 834113896 RT0001

AssetWorks LLC is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Kimberly.Hamiter@AssetWorks.com or by fax to (858) 452-0478. **Do not mail POs to our remittance address.**

Terms

This maintenance renewal is issued pursuant to the terms of the current AssetWorks contract with your organization. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks LLC and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ Title: _____

Signature: _____ Date: _____

[] PO REQUIRED: # _____ [] NO PO REQUIRED [] WILL PAY BY QUOTE - NO SEPARATE INVOICE NEEDED

[] Please MAIL invoice to: _____

[] Please E-MAIL invoice to: _____

→ If you have any questions, please contact Kimberly Hamiter at (858) 866-9022 or Kimberly.Hamiter@AssetWorks.com. **Thank You!** ←

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[ASSETWORKS INC](#)

License Information:

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

Entity name: ASSETWORKS LLC

Business name: ASSETWORKS INC

Entity type: [Limited Liability Company](#)

UBI #: 602-882-207

Business ID: 001

Location ID: 0001

Location: Active

Location address: 16201 E INDIANA AVE
STE 2000
SPOKANE VALLEY WA 99206-6806 USA

Mailing address: 998 OLD EAGLE SCHOOL RD
STE 1215
WAYNE PA 19087-1805 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 - Non-Resident	T12056839BUS			Active	Apr-30-2020	Oct-15-2012

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

Governing people	Title
BEATTIE, BRIAN	
MILLER, MARK	

Registered Trade Names

Registered trade names	Status	First issued
ASSETWORKS LLC	Active	Jun-22-2016

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/21/2019 2:06:51 PM

Working together to fund Washington's future

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

RENEWAL

DATE (MM/DD/YY)
09/24/2018

PRODUCER

Serial # 173665

WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
100 KING STREET WEST, SUITE 4700
TORONTO, ON M5X 1E4 CANADA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

CONSTELLATION SOFTWARE INC. AND
ASSETWORKS LLC
FLEET DIVISION
998 OLD EAGLE SCHOOL RD.
WAYNE, PA 19087**INSURERS AFFORDING COVERAGE**

NAIC#

INSURER A: FEDERAL INSURANCE COMPANY

INSURER B: CHUBB INSURANCE COMPANY

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	99504839	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 10,000,000
A		AUTOMOBILE LIABILITY	73600397	09/27/2018	09/27/2019	PRODUCTS - COM/OP AGG \$ 1,000,000
		ANY AUTO				TENANTS LEGAL LIABILITY 1,000,000
		ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
B		EXCESS/UMBRELLA LIABILITY	78183369	09/27/2018	09/27/2019	PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AUTO ONLY - EA ACCIDENT \$
		DEDUCTIBLE				OTHER THAN EA ACC \$
		RETENTION \$				AUTO ONLY: AGG \$
						EACH OCCURRENCE \$ 14,000,000
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	7176-4342	09/27/2018	09/27/2019	AGGREGATE \$ 14,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				\$
		If yes, describe under SPECIAL PROVISIONS below				\$
						\$
						\$
A		OTHER	99504839	09/27/2018	09/27/2019	EL EACH ACCIDENT \$ 1,000,000
		PROFESSIONAL LIABILITY AND TECHNOLOGY E&O				EL DISEASE - EA EMPLOYEE \$ 1,000,000
						EL DISEASE - POLICY LIMIT \$ 1,000,000
						\$ 5,000,000
						PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CITY OF SPOKANE, ITS AGENTS, OFFICERS AND EMPLOYEES IS ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDERCITY OF SPOKANE
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WA 99201**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Paul C

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

08/26/2019

<u>Date Rec'd</u>	7/31/2019
<u>Clerk's File #</u>	OPR 2019-0586
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	FUNDS PENDING
Agenda Item Name	5300 STRUCTURED NUTANIX		

Agenda Wording

Approval for Hardware Purchase and five (5) years Annual Support of new Nutanix server/storage infrastructure from Structured Communications Systems, Inc.

Summary (Background)

The City's current storage platform for virtual servers and files is rapidly approaching end of life classification and will no longer be supported by the vendor. This purchase will upgrade the storage and attached servers to a Nutanix hyperconverged server/storage infrastructure. This purchase will also significantly reduce annual support costs compared to the current hardware.

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

Expense	\$ 406,038.66 inc tax & shipping	# 5310-73100-94000-56409
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Urban Exp 8/12/19
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<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
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<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
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<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
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Additional Approvals	Legal - modle@spokanecity.org		
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<u>Purchasing</u>	Purchasing - cwahl@spokanecity.org		
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	IT - itadmin@spokanecity.org		
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	Tax & Licenses		
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	Casey Richmond - crichmond@structured.com		
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Requesting \$406,038.66 including tax for the hardware purchase, annual support and training on new platform. Pricing is utilizing GSA schedule 70, Contract #GS-35F-0119Y. Term is September 1, 2019-August 31, 2024.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Nutanix Hyperconverged Server/Storage Infrastructure
Date:	August 12, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience 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)	ITSD – Nutanix Hyperconverged Server/Storage Infrastructure purchase and annual support Utilizing Budget Account # 5310-73100-94000-56409
Strategic Initiative:	Urban Experience
Deadline:	September 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase, installation, training and support
Background/History: The City's current storage platform for virtual servers and files is rapidly approaching end of life and will no longer be supported by the vendor. This purchase will upgrade the storage and attached servers.	
Executive Summary: <ul style="list-style-type: none"> • Hardware purchase and 5 years annual support of new Nutanix server/storage infrastructure from Structured Communications Systems, Inc. • Requesting \$406,038.66 including tax for the hardware purchase, annual support and training on new platform. Pricing is utilizing GSA Schedule 70, Contract #GS-35F-0119Y. • Term is September 1, 2019 – August 31, 2024 • This purchase will significantly reduce annual support costs compared to the current hardware. 	
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 (Beginning 2024) If new, specify funding source: Capital replacement funds available on hardware being replaced. 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:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[STRUCTURED COMMUNICATION SYSTEMS INC](#)

License Information:

[New search](#)[Back to results](#)**Entity name:** STRUCTURED COMMUNICATION SYSTEMS, INC.**Business name:** STRUCTURED COMMUNICATION SYSTEMS INC**Entity type:** [Profit Corporation](#)**UBI #:** 601-478-854 **Business ID:** 001 **Location ID:** 0003**Location:** Open**Location address:** 12901 SE 97TH AVE STE 400
CLACKAMAS OR 97015-7907 USA**Mailing address:** 12901 SE 97TH AVE STE 400
CLACKAMAS OR 97015-7907 USA[View Additional Locations](#)**Excise tax account and reseller
permit status:** [Open \(View\)](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T12088451BUS			Active	Dec-31-2019	Oct-15-2012

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

Governing people	Title
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FOWLER, RONALD

Registered Trade Names

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

The Business Lookup information is updated nightly.
Search date and time: 1/17/2019 7:41:45 AM*Working together to fund Washington's future*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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 (OR) Heffernan Insurance Brokers 5100 SW Macadam, Suite 440 Portland OR 97239		CONTACT NAME: PHONE (A/C, No, Ext): 503-226-1320 FAX (A/C, No): 503-226-1478 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURED STRUCOM-01 Structured Communication Systems, Inc 12901 SE 97th Ave Ste 400 Clackamas OR 97015		INSURER B: The Travelers Indemnity Company INSURER C: The Charter Oak Fire Insurance Company	25658 25615
		INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2059814030

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	X	COMMERCIAL GENERAL LIABILITY			Y	ZLP61M4795519	1/1/2019	1/1/2020	EACH OCCURRENCE		\$ 1,000,000		
		CLAIMS-MADE	X	OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 300,000		
	X	WA Stop Gap							MED EXP (Any one person)		\$ 10,000		
		1M/1M/1M							PERSONAL & ADV INJURY		\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE					\$ 2,000,000				
	X	POLICY		PRO-JECT						LOC	PRODUCTS - COMP/OP AGG		\$ 2,000,000
		OTHER:									\$		
B	AUTOMOBILE LIABILITY				Y	BA1L84011419	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000		
	X	ANY AUTO							BODILY INJURY (Per person)		\$		
		OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per accident)		\$	
	X	HIRED AUTOS ONLY	X						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)		\$	
												\$	
A		UMBRELLA LIAB		X	OCCUR		UP3L13994219	1/1/2019	1/1/2020	EACH OCCURRENCE		\$ 8,000,000	
	X	EXCESS LIAB			CLAIMS-MADE					AGGREGATE		\$ 8,000,000	
		DED	X	RETENTION \$ 10,000						Prod./Comp Opp Agg.		\$ 8,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	N / A	UB0N73041619	1/1/2019	1/1/2020	X PER STATUTE			OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT		\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
A	Technology E&O Liab.					ZPL41M4783119	1/1/2019	1/1/2020	\$10,000,000 Agg Limit		\$25,000 Retention		
A	Inland Marine					ZLP61M4795519	1/1/2019	1/1/2020	\$500,000 Transit \$1,000,000 Install		\$2,500 Deductible \$2,500 Deductible		

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

Additional Coverage:
 Continental Casualty Company Policy# TBD eff. 1/1/2019-1/1/2020
 Employee Dishonesty/Theft Limit: \$1,000,000
 Employee Dishonesty/Theft Deductible: \$5,000
 Employee Theft of Client Property Included

Professional Liability coverage is excluded under the Excess Liability policy.
 RE: As per contract or agreement on file with insured.
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
 808 W. Spokane Falls Blvd.
 Spokane WA 99201-3316

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY (OR) Heffernan Insurance Brokers		NAMED INSURED Structured Communication Systems, Inc 12901 SE 97th Ave Ste 400 Clackamas OR 97015
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Spokane, its agents, officers and employees are included as an additional insured, primary and non-contributory on the General Liability policy per the attached endorsement, if required.
Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.



City of Spokane

CONTRACT

**Title: NUTANIX HYPERCONVERGED
SERVER/STORAGE INFRASTRUCTURE
PURCHASE AND ANNUAL SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 12901 SE 97th Avenue, Suite 400, Clackamas, Oregon 97102, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Company was selected from **Nutanix Pricing per GSA Schedule 70, Contract # GS-35F-0119Y***

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with a Nutanix Hyperconverged Server/Storage Infrastructure purchase and five (5) year's annual support in accordance with Structured Communication Systems, Inc.'s, Quote dated July 30, 2019, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls. City acknowledges and agrees that the use, title, interest, rights, and warranty associated with any Nutanix solution, as outlined in exhibit B is governed by the applicable manufacturer end-user license agreement, software license agreement, manufacturer's warranty and/or manufacturer's maintenance/support agreement.
2. **CONTRACT TERM.** The Contract shall begin September 1, 2019, and run through August 31, 2024, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **FOUR HUNDRED SIX THOUSAND THIRTY-EIGHT AND 66/100 DOLLARS (\$406,038.66)**, including tax and shipping 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. Company's indemnification obligations under this Agreement are contingent upon Company receiving: (a) reasonably prompt written notice of the claim, (b) all reasonably necessary assistance, information and authority to defend the claim (using legal counsel reasonably acceptable to the City) and perform its obligations under the provisions of this section at Provider's cost and expense; and (c) sole control of the defense and settlement of such claim and all associated negotiations. Company agrees not to settle any claim for which it is indemnifying City in a manner that would impose additional obligations on City without first consulting City and obtaining its consent thereto (which may be withheld in the City's sole discretion). 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.

**STRUCTURED COMMUNICATION
SYSTEMS, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Casey Richmond
Type or Print Name

Type or Print Name

General Counsel
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 – Structured Communication Systems, Inc.'s Quote dated July 30, 2019

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.

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

Exhibit B

Quote # 201901-66633_R7_City of Spokane_Nutanix NX8155 5 Year.

Quote Expires:
7/30/2019

Company Name: City of Spokane
 Contact: Theresa Pellham
 Email: tpellham@spokanecity.org
 Phone: (509) 625-6948



Account Executive: Craig Schurter
 23403 East Mission Ave, Suite 216 Liberty Lake, WA 99019
 Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<u>(Qty 4) Nutanix NX-8155 G6 Single Node Solution for City of Spokane - 5 Year</u>						
<u>Nutanix Pricing per GSA Schedule 70, Contract # GS-35F-0119Y with additional discounting</u>						
1		(Qty 4) Nutanix NX-8155-G6 Single Nodes - ea.w/768GB RAM, Dual Intel Skylake 5120 2.2GHz Tetra-Deca Core (14-Core) Procs, 1 x 10GbE Dual SFP+ Network Adapter, 4 x 3.84TB SSD Drives, 8 x 8TB HDD's, Nutanix Pro Entitlement License for NX-8155 (Valid for Life of Device)		\$627,348.00		\$357,199.60
2		NX-8155 G6 Production Support - 5Yrs		\$0.00		\$0.00
3		Structured Professional Services		\$8,100.00		\$8,100.00
4		(Qty 4) Nutanix Customer Education Course - Enterprise Cloud Platform Admin 5.0		\$14,000.00		\$12,915.00
5		NEXT 2019 Early Bird Single User Conference Pass (2)		\$2,398.00		\$0.00
		Education Purchase Incentive				-\$6,460.00
		Shipping				\$1,100.00
		Estimated Sales Tax				\$33,184.06
GRAND TOTAL:				<u>\$651,846.00</u>		<u>\$406,038.66</u>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<i>Solution Line Item Detail:</i>						
<u>(Qty 4) Nutanix NX-8155-G6 Single Nodes - ea.w/768GB RAM, Dual Intel Skylake 5120 2.2GHz Tetra-Deca Core (14-Core) Procs, 1 x 10GbE Dual SFP+ Network Adapter, 4 x 3.84TB SSD Drives, 8 x 8TB HDD's, Nutanix Pro Entitlement License for NX-8155 (Valid for Life of Device)</u>						
6	422-NX-8155-G6-CTO	Nutanix Enterprise Hybrid Cloud Platform (NX-8155-G6) Nutanix Hardware Platform * NX-8155-G6, 1 Node (Hybrid) Nutanix Software * Foundation - Hypervisor Agnostic Installer * Controller VM * Prism Management * Starter License Entitlement Nutanix - NX-8155-G6-CTO	4	\$156,837.00	\$89,299.90	\$357,199.60
7	C-CPU-5120	Intel Skylake Processor 2.2 GHz 14-core Skylake 5120 CPU Nutanix - C-CPU-5120	8	\$0.00	\$0.00	\$0.00
8	C-MEM-32R4-26A	32GB DDR4 2666MHz Memory Module Nutanix - C-MEM-32R4-26A	96	\$0.00	\$0.00	\$0.00
9	C-SSD-3840GB-3.5A	3.84TB 3.5" SSD Narrative Science Inc. - C-SSD-3840GB-3.5-A	16	\$0.00	\$0.00	\$0.00
10	C-HDD-8TB-3.5	8TB 3.5" HDD Nutanix - C-HDD-8TB-3.5	32	\$0.00	\$0.00	\$0.00
11	C-NIC-10GSFP2-A	10GbE Dual SFP+ Network Adapter	4	\$0.00	\$0.00	\$0.00
12	C-CBL-NONE	No Cable. Nutanix - C-CBL-NONE	4	\$0.00	\$0.00	\$0.00
13	L-PRO-8155-G6	License, PRO entitlement for NX-8155-G6: Valid for life of device Nutanix - L-PRO-8155-G6	4	\$0.00	\$0.00	\$0.00
<i>SUBTOTAL</i>						<u>\$357,199.60</u>
<u>NX-8155 G6 Production Support - 5Yrs</u>						
14	S-PRD-8155-G6-5YR	5YR PRD System support for Nutanix NX-8155-G6, per node Nutanix - S-PRD-8155-G6-5YR	4	\$0.00	\$0.00	\$0.00
<i>SUBTOTAL</i>						<u>\$0.00</u>
<u>Structured Professional Services</u>						
15	PROF-SERVICES.SS	Structured Professional Services - Block of Hours - Signed SOW Required	36	\$225.00	\$225.00	\$8,100.00
<i>SUBTOTAL</i>						<u>\$8,100.00</u>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<u>(Qty 4) Nutanix Customer Education Course - Enterprise Cloud Platform Admin 5.0</u>						
16	EDU-C-ADM5-NTC	OPEN EDUCATION: Enterprise Cloud Platform Administration 5.0; CUSTOMER COURSE: Enterprise Cloud Platform Administration 5.0 (Standalone Curriculum) DELIVERY: Instructor-led, 4 Days FORMAT: Open Enrollment (Authorized Training Center or Online) FOCUS: Nut Nutanix - EDU-C-ADM5-NTC	4	\$3,500.00	\$3,228.75	\$12,915.00
SUBTOTAL						<u>\$12,915.00</u>
<u>NEXT 2019 Early Bird Single User Conference Pass (2)</u>						
17	NEXTPASS19-EB	Single user .NEXT 2019 Regular Early Bird Conference Pass - NEXTPASS19-EB	2	\$1,199.00	\$0.00	\$0.00
SUBTOTAL						<u>\$0.00</u>
Prepared by: <u>Louise Quinn for Craig Schurter</u>						
Please contact the person listed above at Structured for any questions regarding this quotation.						

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the State that the items are being shipped. Freight may be taxable, depending on the State regulations. Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. <p>Structured Communication Systems, Inc. Standard Terms & Conditions apply to this and all quotations. A copy is available upon request.</p> <ol style="list-style-type: none"> All quotes and proposals are calculated using US Dollars. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote. Remit To Address: 12901 SE 97th Ave Suite 400, Clackamas OR, 97015 <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>						
<p>WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com</p>						
<p>Please fill out all of the below information to ensure that your order is processed as efficiently as possible.</p> <p>Signature: _____ Date: _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Shipping Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> </div> <div style="width: 35%;"> <p>Billing Address:</p> </div> </div> <p>Preferred Shipping Method: <i>Ground</i>_____ <i>2nd Day</i>_____ <i>Overnight</i>_____</p> <p>Date Needed: _____</p> <p>Customer Reference / Purchase Order Number:_____</p> <p style="text-align: center;">Bridging People, Business & Technology</p> <p style="text-align: center;">Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...</p>						

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

08/26/2019

<u>Date Rec'd</u>	8/8/2019
<u>Clerk's File #</u>	OPR 2018-0508
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	ALREADY ENCUMBERED

<u>Submitting Dept</u>	PROBATION SERVICES
<u>Contact Name/Phone</u>	AMY HARTE 4189
<u>Contact E-Mail</u>	AHARTE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	ELECTRONIC MONITORING CONTRACT RENEWAL

Agenda Wording

To exercise a one-year contract renewal authorized by OPR 2018-0508 signed 8/22/2018.

Summary (Background)

This allows Probation to continue services with AMS/SCRAM to provide electronic monitoring services (alcohol monitoring and GPS monitoring) for defendants under pre-/post conviction status.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 264,000.00			#	1910-18100-23200-54101-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		HARTE, AMY		<u>Study Session</u>	08/19/2019
<u>Division Director</u>		STAAB, TRACY		<u>Other</u>	
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		dbritt@scramsystems.com	
<u>For the Mayor</u>		ORMSBY, MICHAEL		sdhansen@spokanecity.org	
<u>Additional Approvals</u>			mdiamond@spokanecity.org		
<u>Purchasing</u>					

**Briefing Paper
City of Spokane
Spokane Municipal Court / Public Safety Committee
August 26, 2019**

Subject

To renew the contract between the City of Spokane Municipal Court and the Alcohol Monitoring Systems, Inc. for electronic monitoring (GPS and Alcohol Monitoring) as an alternative to incarceration and as a monitoring service for probation and Court.

Background

The Spokane Municipal Court and Alcohol Monitoring Systems, Inc. entered into a contract for Electronic Monitoring, a jail alternative to incarceration, on August 22, 2018. The probation department entered into an agreement to phase out of probation's former EM equipment vendor, WASPC/BI, with the latest generation of EM equipment (Alcohol Monitoring and GPS). The change in vendors provides improved software interface, alcohol monitoring services, and will save the City approximately \$125,000 annually in electronic monitoring costs compared to WASPC/BI. This program is heavily utilized by the Court as a sentencing alternative and costs the City as low as \$3.67 per day per offender versus the costs associated with jail incarceration (approximately \$133/day).

Impact

Alternatives to incarceration promote opportunities for prosocial activity, allow offenders access to counseling and treatment services, and permit educational and employment engagement.

Action Requested

Support the renewal of the electronic monitoring contract for a one-year period ending August 31, 2020.

Funding

Criminal Justice Assistance Fund



City of Spokane

CONTRACT RENEWAL

**Title: ALCOHOL MONITORING SYSTEM FOR
SPOKANE MUNICIPAL PROBATION DEPARTMENT**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ALCOHOL MONITORING SYSTEMS, INC.**, whose address is 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide an alcohol monitoring equipment and services to the Spokane Municipal Probation Department; and

WHEREAS, the initial contract provided for 2 additional one-year renewals, with this being the 1st of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated August 7, 2018 and August 22, 2018, any previous amendments, renewals and / or extensions / 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.

1. EFFECTIVE TERM.

This Contract Renewal shall become effective on September 1, 2019, and shall run through August 31, 2020.

2.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED SIXTY FOUR THOUSAND AND 00/100 (\$264,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

ALCOHOL MONITORING SYSTEMS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

19-137

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

<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)

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

06/24/2019

<u>Date Rec'd</u>	6/12/2019
<u>Clerk's File #</u>	ORD C35789
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CANDACE MUMM 625-
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	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.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<u>Purchasing</u>	

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:**

08/26/2019

<u>Date Rec'd</u>	8/13/2019
<u>Clerk's File #</u>	ORD C35807
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0470 - HISTORIC PRESERVATION ORDINANCE UPDATE/HOUSEKEEPING		

Agenda Wording

Proposed updates to the Historic Preservation Ordinance, SMC 17D.100

Summary (Background)

Council Member Kinnear underwent an extensive revision and public process of the Historic Preservation ordinance in 2017-18. Now that the Historic Preservation Department has worked with the Browne's Addition Neighborhood Council to create a large historic district, we discovered (working alongside Legal and Planning) that there were a few areas of the revised SMC 17D.100 that needed additional measures in order to align with other areas of the SMC.

<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>	DUVALL, MEGAN	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	Urban Experience
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		

Briefing Paper

Urban Experience Committee

Division & Department:	NBS, Historic Preservation
Subject:	Historic Preservation Ordinance Update/Housekeeping
Date:	7/29/19
Author (email & phone):	Megan Duvall, mduvall@spokanecity.org 625-6543
City Council Sponsor:	CM Kinnear
Executive Sponsor:	NBS Division
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Spokane Municipal Code 17D.100
Strategic Initiative:	
Deadline:	Would like to have the update done as soon as possible.
Outcome: (deliverables, delivery duties, milestones to meet)	Updated SMC that better aligns with other parts of the code.

Background/History:

Councilmember Kinnear underwent an extensive revision and public process of the Historic Preservation ordinance in 2017-18. Now that the Historic Preservation Department has worked with the Browne's Addition Neighborhood Council to create a large historic district, we discovered (working alongside Legal and Planning) that there were a few areas of the revised SMC 17D.100 that needed additional measures in order to align with other areas of the SMC:

The following changes to SMC 17D.100 are proposed (full track changes document included):

- Housekeeping changes to noticing requirements throughout the chapter for alignment with existing noticing requirements within the City.
- The Secretary of the Interior's Standards for Rehabilitation were codified in 17D.100.100 E and listed out in 17D.100.280 D 1-10.
- A table (17D.100-1) was added to provide guidance for when a Certificate of Appropriateness application and approval is needed, and what level of review is necessary (administrative or full Spokane Historic Landmarks Commission).
- 17D.100.210 Certificates of Appropriateness – Procedure:
 - Added notification of the neighborhood council in which the property is located.
 - Added a 14-day Administrative Review Decision of an application.
 - Changed the order of the commission review procedure to make more sense chronologically.
 - Revised notice and open public comment period to 14 days to be closed at the end of the public hearing.
- Added 17D.100.215 for vesting of project permits.
- 17D.100.330 Project Permit Exclusion – this allows the City Council to find that the certificates of appropriateness required under chapter 17D.100 warrant a review process different from that provided in state law which requires all permit activity to be reviewed under one action.

These ordinance changes have gone through the Plan Commission hearing process as well as review by the Spokane Historic Landmarks Commission. The Plan Commission process included three separate workshops and a final hearing on June 12, 2019 as well as submittal to the Commerce

Department and a SEPA document. The P.C. voted 8-0 to accept these amendments to the SMC 17D.100. *(Plan Commission deliberations also included the creation of an historic district overlay zone in Browne's Addition which is dependent of the vote of property owners within the proposed district. That will be taken up separately from this ordinance revision after the voting period has concluded and the SHLC will make a final recommendation to City Council).*

Executive Summary:

This revision mainly deals with housekeeping measures to better align the Historic Preservation portion of the Spokane Municipal Code to other parts of the SMC. Depending upon the vote of property owners within the Browne's Addition Historic District Overlay Zone proposal, we will bring that portion of the ordinance to the City Council in a separate action in late August/early September.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☐ No

If new, specify funding source: This is an ordinance revision only and does not have budget impacts.

Operations Impact:

Consistent with current operations/policy? x Yes ☐ No
Requires change in current operations/policy? x Yes ☐ No
Specify changes required: Ordinance revision as shown in attached document.
Known challenges/barriers:

ORDINANCE NO. C -35807

An ordinance relating to historic preservation procedures; amending SMC sections 17D.100.040, 17D.100.080, 17D.100.100, 17D.100.200, 17D.100.210, 17G.050.310 and 17G.060.070, adopting new SMC sections 17D.100.025, 17D.100.215, and 17D.100.330 and repealing SMC 11.19.270.

WHEREAS, the City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City's Historic Preservation Ordinance, part of which included the process for the formation of local historic districts; and

WHEREAS, in processing the recent application for the adoption of the Browne's Addition Local Historic District, staff from the Historic Preservation Office, the Planning and Development Services and the Legal Department compiled proposed amendments to the procedures relating to historic preservation contained in Title 17D and Title 17G, which are contained in this ordinance;

Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.025 to Chapter 17D.100 SMC to read as follows:

17D.100.025 Compatibility of Historic Standards with Title 17 Development Standards

- A. All property designated by the City as a historic landmark or that is located within a historic district that has been designated by the City pursuant to this chapter, shall be subject to all of the controls, standards, and procedures set forth in Title 17 SMC, including those contained in this chapter, applicable to the area in which it is presently located, and the owners of the property shall comply with the mandates of this Title 17 SMC in addition to all other applicable Spokane

Municipal Code requirements for the area in which such property is located. In the event of a conflict between the application of this chapter and other codes and ordinances of the City, the more restrictive shall govern, except where otherwise indicated.

- B. Coordination with Underlying Zoning. In certain cases, application of the development standards, including those for height, bulk, scale, and setbacks, may conflict with historic preservation standards or criteria and result in adverse effects to historic landmarks or properties located in historic districts. In such cases, properties subject to design review and approval by the Landmarks Commission shall be exempted from the standards that conflict with the Landmarks Commission's application of the historic preservation standards adopted in this chapter. The issuance of a certificate of appropriateness for final design by the Landmarks Commission shall include specific references to any conflicts between the historic standards and those in Title 17 SMC generally, and specifically request the appropriate exemptions.

Section 2. That SMC 17D.100.040 is amended to read as follows:

17D.100.040 Procedure - Preliminary Designation

- A. Public hearings of the commission are publicly advertised. Staff causes notice, containing the time, place and date of the hearing and a description of the location of the property in nonlegal language, to be mailed to all property owners of record, and in the case of a proposed historic district, to the owners of property within the proposed historic district, by publication in a newspaper of general circulation, and to be advertised in the legal newspaper of the board or council, as appropriate, at least thirty (30) days prior to the hearing. For proposed historic districts, ((No)) no later than thirty (30) days prior to the hearing, staff shall cause the posting of a sign containing the notice provisions of this section to be posted ~~((at the property, or in the case of district,))~~ at a central location within the proposed district.
- B. At a publicly advertised hearing, the commission takes testimony concerning the nomination and formulates a recommendation as to the designation. The commission may decide to:
1. recommend approval of designation of the property or district to the council or board as appropriate; or
 2. recommend denial of designation of the property or district to the council or board as appropriate; or
 3. defer the consideration of the nomination to a continued public hearing, if necessary.

Section 3. That SMC 17D.100.080 is amended to read as follows:

17D.100.080 Procedure - Appeal of Preliminary Designation

- A. The commission's recommendation may be appealed to the Hearing Examiner pursuant to SMC 17G.050.310 by filing with an appeal with the Hearing Examiner's office with a copy to the HPO.
- B. An appeal may only be filed (i) by an owner of record whose property is the subject of the preliminary designation decision or, (ii) in the case of historic district designations, on petition of at least 25% of the owners of property located within the proposed historic district.
- C. An appeal filed under this section may only be accepted if it is filed within ~~((thirty (30)))~~ fourteen (14) days of the execution of the findings of fact set forth in SMC 17D.100.050.
- D. An appeal filed under this section must state the grounds upon which the appeal is based, such as procedural irregularities or a clear error of law.
- E. Appeals filed pursuant to this section are reviewed by the Hearing Examiner on a closed record; that is, in rendering a decision, the Hearing Examiner may only take into consideration the written record of the commission's deliberations, factual findings, and preliminary designation. No additional evidence shall be considered by the Hearing Examiner on appeal.
- F. The Hearing Examiner may either affirm the preliminary designation or remand the matter to the commission for further proceedings.

Section 4. That SMC 17D100.100 is amended to read as follows:

17D.100.100 Property Management and Design Standards - Agreement

- A. In the case of individual properties, in order for the preliminary designation to become final and the property to be designated as an historic landmark, the owner(s) must enter into appropriate management standards as recommended by the commission for the property under consideration. If the owner does not enter into a management agreement, the preliminary designation does not become final and the property is not listed on the Spokane historic register.
- B. In the case of a historic district, ((The)) the proposed ~~((management and))~~ design standards and guidelines shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, "owners of property" includes owners of units within a condominium association.

- C. If the commission finds that both the requisite number of signatures are present on the petition and that the ~~((property management and))~~ design standards and guidelines should be set for the district, the historic district shall be designated as such on the official City zoning map by the use of an historic district overlay zone. The Commission shall, pursuant to SMC 17D.100.050, forward its findings to the City Council for adoption of the appropriate legislation to adopt the historic district overlay zone as part of the official zoning map. Non-contributing resources within the overlay zone are subject to administrative ~~((and/))~~ or commission review for significant alterations and demolition, including the resulting replacement structures, consistent with the requirements of the design standards and guidelines. No less than every five (5) years, the commission shall review and consider amendments to the design standards and guidelines for each district established under this section and forward its findings and recommendations to the City Council for adoption.
- D. The property management agreement for individual properties and the design standards and guidelines for historic districts are not applicable to the public right of way.
- E. Local historic district design standards and guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within a local historic district and the historic preservation officer and commission when issuing certificates of appropriateness in the district. Local historic district design standards and guidelines are not development regulations but are instead used to assist the HPO and commission making decisions in accordance with the Secretary of Interior's Standards for Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The Standards for Rehabilitation pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards for Rehabilitation are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Section 5. That SMC 17D.100.200 is amended to read as follows:

17D.100.200 Certificates of Appropriateness - When Required

- A. A certificate of appropriateness is required prior to the issuance of any permit for the following activities:
1. Demolition of a Spokane Register historic landmark or a contributing resource located within an historic district (National or Spokane Register);
 2. Relocation of an historic landmark or a contributing resource located within an historic district;
 3. any work that affects the exterior appearance of an historic landmark;

4. any work that significantly affects the street-facing façade of a building located within an historic district; and
 5. development or new construction located within the designated boundaries of an historic district.
 6. The HPO may administratively approve certificate of appropriateness applications for non-contributing resources within historic districts in consultation with the Design Review Committee of the Commission.
- B. ~~((The HPO may exempt ordinary repairs and maintenance from the permit requirements of this section if the work does not involve a change in design, material or exterior treatment or otherwise affect the exterior appearance.))~~

Exemptions. The following activities do not require a certificate of appropriateness or review by the HPO or the Commission.

1. Ordinary repair and maintenance activities, including emergency measures, which do not affect significant historic features.
 2. Ordinary repairs and maintenance which do not alter the appearance of a significant feature and do not utilize substitute materials.
 3. Repairs to or replacement of utility systems if such work does not alter a significant feature.
- C. Table 17D.100-1 sets forth the list of the types of work that are reviewed by the full commission, types of work that can be approved administratively and types of work that are exempt from the requirement of a certificate of appropriateness.

Section 6. That SMC 17D.100.210 is amended to read as follows:

17D.100.210 Certificates of Appropriateness - Procedure

- A. Any application for an action which requires a certificate of appropriateness under this chapter or which may be within the scope of agreed management standards under this chapter must meet minimum submittal requirements established by the HPO. Prior to taking action on the application, the official responsible for processing the application shall request review of the action by the commission. For non-contributing resources within a local register historic district, an administrative approval may be considered.
- B. The requests for review and issuance of a certificate of appropriateness and any supplemental information shall be transmitted by the HPO to the commission, the property owner or applicant, the neighborhood council where the property is located and interested parties of record at least fourteen (14) days prior to the next scheduled meeting of the commission. The review of requests for certificate of appropriateness which may be approved by the HPO are deemed to be ministerial permits. The HPO shall issue the administrative decision within fourteen (14) days after receipt of the application. The review of requests for certificates of appropriateness which are approved by the landmarks commission are subject to the timeline and procedures contained in this section.

- C. At its next scheduled meeting, the commission reviews the request and decides whether to issue a certificate of appropriateness. The commission transmits its findings to the property owner or applicant, the neighborhood council and interested parties of record. If the commission is unable to process the request, the commission may extend the time for its determination.
- D. The commission reviews the request for certificates of appropriateness under the following procedure:
1. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.
 2. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.
- ((4))3. The HPO reviews each application, certifies it complete and, within seven (7) days of certification, causes notice of application to be provided to the property owner or applicant, the neighborhood council and interested parties of record. The notice of application shall be provided electronically to the e-mail on record or by mail if there is no e-mail address. After the notice of application has been given, a public comment period is provided until the commission closes the public comment period upon completion of the public hearing. The purpose of the public comment period is to provide the opportunity for public review and comment on the application. Comments on the application will be accepted at or any time prior to the closing of the record of the open-record public hearing.
- ((2))4. ~~((At the close of the public comment period, the HPO consults with the commission regarding a date and time for public hearing.))~~ At least ~~((fifteen (15)))~~ fourteen (14) days prior to the public hearing, the officer causes notice of hearing to be provided, which shall consist of notification to the property owner or applicant and interested parties of record of the date and time of the public hearing before the commission.
- ((3))5. Commission review.
- a. The HPO makes a written report regarding the application to the commission, ensures that the application is sent to appropriate other City departments, coordinates their review of the application

and assembles their comments and remarks for inclusion in the report to the commission as appropriate. The report of the HPO contains a description of the proposal, a summary of the pertinent Secretary of the Interior's Standards for Rehabilitation, findings and conclusions relating to those standards and a recommendation. If the recommendation is for approval with conditions, the report also identifies appropriate conditions of approval. At least ten (10) days prior to the scheduled public hearing, the report is filed with the commission as appropriate and copies are mailed to the applicant and the applicant's representative. Copies of the report are also made available to any interested person for the cost of reproduction. If a report is not made available as provided in this subsection, commission may reschedule or continue the hearing, or make a decision without regard to any report.

- b. The commission makes a decision regarding the application within ten (10) days of the date the record regarding the application is closed. The time for decision may be extended if the applicant agrees. In making the decision, the commission may approve, approve with conditions, or deny the permit application. The decision is in writing.

~~((4))~~6. Within seven (7) days of making the decision, the permit authority causes a notice of decision to be provided to the property owner or applicant, the neighborhood council and interested parties of record.

~~((5. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.)~~

~~6. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.)~~

Section 7. That there is adopted a new section 17D.100.215 to Chapter 17D.100 SMC to read as follows:

17D.100.215 Vesting Project Permits

A complete application for a project permit that is entitled to vesting under Washington law and that is subject to a certificate of appropriateness shall be considered under the

land use codes and other land use control ordinances in effect on the date a complete application for a certificate of appropriateness as set forth in chapter 17D.100 SMC is submitted to the HPO, provided that a complete project permit application is filed within one hundred eighty days of the landmark commission's final decision.

Section 8. That there is adopted a new section 17D.100.330 to Chapter 17D.100 SMC to read as follows:

17D.100.330 Project Permit Exclusion

Pursuant to RCW 36.70B.140, and subject to SMC 17D.100.025, the City Council finds that the certificates of appropriateness required under this chapter warrant a review process different from that provided in RCW 36.70B.060 through 36.70B.080 and 36.70B.110 through 36.70B.130 and Chapter 17G.060 SMC, and hereby excludes such certificates of appropriateness from the review processes provided for therein.

Section 9. That SMC 17G.050.310 is amended to read as follows:

17G.050.310 Right of Appeal

- A. The applicant or a person with standing as defined in chapter 17A.020 SMC may appeal to the hearing examiner a decision of the director of planning services, engineering services, the building official, the responsible official under SEPA as provided in SMC 17G.060.210 and the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under Chapter 17D.100 SMC (~~17D.040.230~~) by filing with the permit application department a written appeal within fourteen days of the date of the written decision. For purposes of this section, the neighborhood council in which the property to which the decision being appealed is located shall have standing, subject to the neighborhood council demonstrating that it adhered to established bylaws in making the decision to bring the appeal.
- B. The applicant, a person with standing, or a City department may appeal decisions of the hearing examiner as provided in SMC 17G.060.210.

Section 10. That SMC 17G.060.070 is amended to read as follows:

17G.060.070 Application Requirements

- A. Application requirements for Type I, II, and III project permit applications shall contain the following:

1. Predevelopment meeting summary as provided in SMC 17G.060.050(B), if required in Table 17G.060-3.
2. Application documents provided by the department specifically including:
 - a. General application;
 - b. Supplemental application;
 - c. Environmental checklist, if required under chapter 17E.050 SMC;
 - d. Filing fees as required under chapter 8.02 SMC;
 - e. A site plan drawn to scale showing:
 - i. property dimensions;
 - ii. location and dimensions of all existing and proposed physical improvements;
 - iii. location and type of landscaping;
 - iv. walkways and pedestrian areas;
 - v. off-street parking areas and access drives;
 - vi. refuse facilities; and
 - vii. significant natural features, such as slopes, trees, rock outcrops including critical areas.
 - f. Required number of documents, plans, or maps (as set forth in the application checklist);
 - g. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested;
 - h. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application; and
 - i. Additional application information may be requested by the permitting department and may include, but is not limited to, the following:
 - i. geotechnical studies,
 - ii. hydrologic studies,
 - iii. critical area studies,
 - iv. noise studies,
 - v. air quality studies,
 - vi. visual analysis, and
 - vii. transportation impact studies.
3. A certificate of appropriateness if required by chapter 17D.100 SMC.

B. The following Type II and III applications shall meet the requirements in this subsection in addition to the provisions of subsection (A) of this section:

1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.
 - a. Name, address, and phone number of the applicant.
The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.

- b. Name, address, and phone number of the applicant's representative if other than the applicant.
- c. Name, address, and phone number of the property owner, if other than the applicant.
- d. Location of the property.
This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.
- e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.
- f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.
- g. General description of the property as it now exists, including its physical characteristics and improvements and structures.
- h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.
- i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:
 - i. the boundary of the parcels(s) of land upon which the development is proposed;
 - ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;
 - iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
 - iv. a delineation of all wetland areas that will be altered or used as a part of the development;

- v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;
 - vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to SMC 17E.060.240, Shoreline Vegetation Inventory;
 - vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;
 - viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;
 - ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;
 - x. quantity, composition and destination of any excavated or dredged material;
 - xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;
 - xii. where applicable, a depiction of the impacts to views from existing residential uses;
 - xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.
2. Certificate of Compliance.
 - a. Site plan is to be prepared by a licensed surveyor; and
 - b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.
 3. Plans-in-lieu of Compliance.
 - a. Alternative development plan designed in conformance with the applicable development regulations; and
 - b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.
 4. Preliminary Plat, Short Plat, and Binding Site Plan.
As provided in chapter 17G.080 SMC.
 5. PUD.
 - a. Profiles of any structures more than one story, shown in relation to finished grade.
 - b. Location, dimension, and boundary of proposed open space.

- c. Site plan demonstrating compliance with chapter 11.19 SMC including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.
- 6. Skywalk.
 - a. A legal description of airspace to be occupied.
 - b. Architectural and engineering plans.
 - c. Artist's rendering of the proposed skywalk; and
 - d. Written narrative of the access for the public from the street, other buildings, and other skywalks.
- 7. Floodplain – Floodplain Development Permit and Variance. As provided in chapter 17E.030 SMC.

Section 11. That SMC 11.19.270 is repealed.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date