

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, NOVEMBER 25, 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. Purchase from Kenworth Sales (Spokane, WA) of a Service Truck by Fleet Services for the Water Department using Sourcewell Contract #081716-KTC—\$206,072.44 (incl. tax). | Approve | OPR 2019-1023 |
| Loren Searl | | |
| 2. Purchases by Fleet Services for the Street Department of: | Approve
All | |
| a. a F550 Service truck Chassis from Columbia Ford (Longview, WA) using Wa State Contract #05916—\$60,271.48 (incl. tax). | | OPR 2019-1024 |
| b. a F550 Service Truck Body from Freightliner (Spokane, WA) using RFB #4401-17—\$115,301.11 (incl. tax). | | OPR 2019-1025 |
| c. a F450 Service truck Chassis from Columbia Ford (Longview, WA) using Wa State Contract #05916—\$58,094.81 (incl. tax). | | OPR 2019-1026 |

David Paine

- | | | | |
|-----|---|----------------|-------------------------------|
| 3. | Contract Amendment with Toby's Body & Fender, Inc. to increase the dollar amount of the Auto Body Repair Services Contract for Fleet Services—increase of \$125,000. Contract Total: \$385,000 per year.
David Paine | Approve | OPR 2017-0841
RFP 4394-17 |
| 4. | Value Blanket Extension with Graymont Western US, Inc. for the purchase of high calcium quicklime for the Waste to Energy Facility from December 1, 2019 through February 29, 2020—not to exceed \$345,000 (incl. tax).
Chris Averyt | Approve | OPR 2014-0871
BID 4064-014 |
| 5. | Contract Extension with Dick Irvin, Inc. (Shelby, MT) for coordination, transportation and offloading of bulk lime at the Waste to Energy Facility from December 1, 2019 through February 29, 2020—not to exceed \$75,000 (incl. tax).
Chris Averyt | Approve | OPR 2015-0093
RFP 4079-14 |
| 6. | Contract with Stuart Consulting Group, Inc. (Silverdale, WA) for leadership training and coaching for the Spokane Fire Department from October 1, 2019, through September 30, 2020—\$85,100.
Jay Atwood | Approve | OPR 2019-1027 |
| 7. | Contract with NoaNet to provide redundant Internet connectivity to replace existing connectivity at City Hall and the CCB under the City & NoaNet Interlocal Cooperation Agreement beginning December 1, 2019, through November 30, 2021. Initial installation: \$3,267 (incl. tax); Maximum Contract Amount: Not to exceed \$136,560.60 (incl. tax).
Michael Sloon | Approve | OPR 2019-1028 |
| 8. | Contract with Fickett Structural Solutions for Sunset Bridge Inspection—not to exceed \$69,997.
Clint Harris | Approve | OPR 2019-1031 |
| 9. | Multicultural Center Grants Awards for: | Approve
All | |
| | a. Southside Community Center—\$100,000 | | OPR 2019-1037 |
| | b. Carl Maxey Center—\$100,000 | | OPR 2019-1038 |
| | c. Native Project—\$100,000
Council President Stuckart | | OPR 2019-1039 |
| 10. | Spokane Arts grant funding for the development of a public arts program from November 1, 2019 through October 31, 2022—\$375,000. (Relates to Special Budget Ordinance C35850.)
Council President Stuckart | Approve | OPR 2019-1040 |

11. Report of the Mayor of pending: Approve &
Authorize
Payments CPR 2019-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2019: \$_____. CPR 2019-0003
12. 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

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35850 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$208,311;

TO: Asset Management Fund – Capital
Contractual Services, same amount.

(This action appropriates additional funds to support the new Spokane Arts \$375,000 multi-year contract.) (Relates to Consent Agenda Item #10.)

Council President Stuckart

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0104 Of the City of Spokane, Washington, providing for the extension of the maturity date and adjustment of the interest rate of the Spokane County Library RFIS Project Limited Tax General Obligation Bond, 2014

Series A, originally issued in the aggregate principal amount of not to exceed \$500,000 to secure an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance the purchase and installation of a Radio Frequency Identification System; providing for the issuance of a replacement bond; providing for the effective date of this resolution; and providing for other matters properly relating thereto.

Michelle Hughes

RES 2019-0105 Of the City of Spokane, Washington, providing for the extension of the maturity date and adjustment of the interest rate of the First Term Bond of its Public Safety Equipment and Apparatus Limited Tax General Obligation Bonds, Series 2014, originally issued in the aggregate principal amount of not to exceed \$26,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance the purchase of public safety, equipment, vehicles and apparatus; providing for the issuance of a replacement bond; providing for the effective date of this resolution; and providing for other matters properly relating thereto.

Michelle Hughes

RES 2019-0106 Approving indemnification of City employees named as a defendants in Jackie Akins, Sr., et al. v. Bryan Robb; et al., United States District Court, Eastern District of Washington, Cause No. 2:19-cv-00363-SAB.

Nathaniel Odle

RES 2019-0107 Approving indemnification of City employees named as a defendants in Lonnie Tofsrud v. City of Spokane, et al., United States District Court, Eastern District of Washington, Cause No. 2:19-cv-00371-RMP.

Sam Faggiano

ORD C35845 Imposing a sales and use tax, as a deduction from existing state sales and use tax collection, to fund investments in affordable and supportive housing; enacting a new chapter 8.07B; and amending section 8.07.040 of the Spokane Municipal Code.

Council President Stuckart

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35846 Codifying the Spokane Municipal Court's establishment of the Spokane Municipal Community Court, Spokane Veterans Court, and Spokane Municipal DUI Court as permanent programs of the Municipal Court; enacting a new Chapter 05A.18 of the Spokane Municipal Code, entitled "Problem Solving Therapeutic Courts."

Council Member Beggs

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- S1. Allocation of 2020 Lodging Tax Advisory Committee funds as recommended by the City of Spokane's LTAC Committee. 2020's allocation amount is set at \$123,467.
Council Member Beggs
- Approve OPR 2019-1029
-

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- H1. Hearing on 2020 Proposed Budget. (Continued from November 18, 2019, Agenda)
Paul Ingiosi
- Hold Hrg. then Continue to 12/2/19
- FIN 2019-0001
-

Motion to Approve Advance Agenda for November 25, 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 November 25, 2019, Regular Legislative Session of the City Council is adjourned to December 2, 2019.

NOTES

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

11/25/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	OPR 2019-1023
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	D0530518

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	LOREN SEARL 6257851
<u>Contact E-Mail</u>	LSEARL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF SERVICE TRUCK

Agenda Wording

Fleet Services would like to purchase a Service Truck for the Water Department. The Service Truck will be purchased from Kenworth Sales, Spokane, WA, for a total of \$206,072.44 including tax using Sourcewell Contract #081716-KTC.

Summary (Background)

The Service Truck will replace a vehicle that has reached the end of its economic life. We recommend approval for the purchase of the Service Truck for the Water Department. Funding for this is included in the Water Department budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 206,072.44	# 410042490940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	11/18/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mmartinez, dpaine, sjohnson	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>WATER & HYDROELECTRIC SERVICES</u>	SAKAMOTO, JAMES		

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of a Construction Truck
Date:	November 25, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Construction Truck for the Water Department. The Service Truck will be purchased from Kenworth Sales, Spokane, WA, for a total of \$206,072.44 including tax using Sourcewell Contract #081716-KTC.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Service Truck will replace a vehicle that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Service Truck for the Water Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Water Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES

Phone: 509-534-2643
Fax: 509-534-1358
Email:

Phone: 509-625-7706
Fax:
Contact Email: mmartinez@cityofspokane.org

Customer Quote

Equipment

Quantity:	1	
Truck Price:	\$160,068	
Dealer Options:	\$96,845	
Extended Warranty:	\$0	
Equipment Price:	\$228,101	
Surcharges Not Subject to Discount:	\$0	
Options Not Subject to Discount:	\$0	
Factory Freight Cost:	\$2,475	
Total Equipment Price:		<u>\$230,576</u>

NET Sale Price: **\$188,884**

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$0

Quotation Total: **\$188,884**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2019
Deal: WATER DEPT CONST SPEC
Printed On: 11/4/2019 4:49:43 PM

Date: November 05, 2019
Quote Number: QUO-457797-C8Q3T9

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

11/25/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	OPR 2019-1024
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	D0530512
<u>Agenda Item Name</u>	5100 PURCHASE OF F550 SERVICE TRUCK CHASSIS

Agenda Wording

Fleet Services would like to purchase an F550 Service truck Chassis for the Street Department. This will be purchased from Columbia Ford, Longview, WA, for a total of \$60,271.48 including tax using Wa State Contract #05916.

Summary (Background)

The F550 Service Truck Chassis will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of an F550 Service Truck Chassis for the Street Department. Funding for this is included in the Street Department replacement fund.

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

Expense	\$ 60,271.48	# 5110-71700-94000-56413-99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals**Council Notifications**

<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	11/18/19
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<u>Division Director</u>	SIMMONS, SCOTT M.
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Other

<u>Finance</u>	ORLOB, KIMBERLY
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Distribution List

<u>Legal</u>	PICCOLO, MIKE
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mmartinez, dpaine

<u>For the Mayor</u>	ORMSBY, MICHAEL
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Additional Approvals**Purchasing**

<u>STREETS</u>	HARRIS, CLINT E.
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Briefing Paper

Finance, Administration and Sustainability Resources Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of F550 Service Truck Chassis
Date:	November 18, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance, Administration and Sustainability 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)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase an F550 Service truck Chassis for the Street Department. This will be purchased from Columbia Ford, Longview, WA, for a total of \$60,271.48 including tax using Wa State Contract #05916.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The F550 Service Truck Chassis will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of an F550 Service Truck Chassis for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Street Department replacement fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, November 6, 2019 5:00 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-11-112 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2019-11-112 [Create Purchase Request](#) [View organization purchase requests](#)

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

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Columbia Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: orders@colford.com
Longview WA 98632	

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org
Quote Notes: Street Dept
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0914-0001	2020 Ford F550 4WD Cab and Chassis	1	\$37,018.00	\$37,018.00
2020-0914-0002	INFORMATION ONLY: Columbia Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0914-0003	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	1	\$0.00	\$0.00
2020-0914-0010	2020 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR, 7.3L 2V DECVT NA V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70R19.5G BSW A/P Tires (Set/6), 4.88 RAR (F5H/660A/145WB/99N/44G/TGJ/X48) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2020-0914-0015	Alternative Wheelbase, Extended Cab, 192WB, 84CA, 18,000# GVWR (X5H/192WB)	1	\$2,874.00	\$2,874.00
2020-0914-0020	GVWR Maximum (19,500# GVWR, 4.88 RAR with Limited Slip, High-Capacity Trailer Tow Package) (Increases GCW from 31,000 Lbs to 40,000 Lbs) (Only available with Diesel Engine)(68M/X8L/535)	1	\$2,001.00	\$2,001.00

2020-0914-0021	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes 4.10 RAR, Dual 750CCA Batteries, 220-AMP Alternator, Intelligent Oil Life Monitor) (18,000# GVWR) (99T/44G/62R/X41)	1	\$8,910.00	\$8,910.00
2020-0914-0027	Dual Alternators (Total 397 Amps) (Only available with Diesel Engine) (67B)	1	\$110.00	\$110.00
2020-0914-0029	Upfitter Interface Module (18A)	1	\$283.00	\$283.00
2020-0914-0037	LED Warning Strobes - Amber (includes center high-mounted stop light bar and two (2) hood mounted lights) (Includes Center High-Mounted Stop Lamp (CHMSL) (91S/59H)	1	\$645.00	\$645.00
2020-0914-0039	Extra Heavy-Duty Front End Suspension - max 7,500 lbs. Front GAWR (includes upgraded front axle) (If ordered with Gas Engine, includes 4.88 RAR non-limited slip axle, may order 4.88 RAR Limited Slip Rear Axle #X8L if desired) (If ordered with Diesel Engine, MUST also order 4.30 RAR Limited Slip Rear Axle #X4L) (67P)	1	\$273.00	\$273.00
2020-0914-0049	High-Capacity Trailer Tow Package (Includes 4.30 RAR Limited Slip Rear Axle and upgraded rear axle)(Increases GCW from 31,000 Lbs to 40,000 Lbs.)(Includes Trailer Brake Wiring Kit #531 unless Trailer Brake Controller #52B is ordered)(Only available with Diesel) (Included with 19,500# GVWR Upgrade for Diesel, includes 4.88 RAR LS) (535/X4L)	1	\$898.00	\$898.00
2020-0914-0050	Trailer Brake Controller (verified to be compatible with electronic actuated drum brakes only, includes Smart Trailer Tow Connector) (N/A with Trailer Brake Wiring Kit #531)(52B)	1	\$259.00	\$259.00
2020-0914-0061	Cab Steps, Extended or Crew Cab (6in Angular Black Running Boards)(18B)	1	\$426.00	\$426.00
2020-0914-0063	Daytime Running Lights (replaces standard on/off configuration) (942)	1	\$43.00	\$43.00
2020-0914-0064	Engine Block Heater (41H)	1	\$96.00	\$96.00
2020-0914-0065	Backup Alarm (76C)	1	\$134.00	\$134.00
2020-0914-0066	Skid Plate, Transfer Case (Not available with Regular Cab) (41P)	1	\$96.00	\$96.00
2020-0914-0067	Power Equipment Group (Regular/Extended Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (deletes passenger door lock cylinder) (90L/54K)	1	\$1,190.00	\$1,190.00
2020-0914-0199	Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2020-0914-0206	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2020-0914-0207	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00
2020-0914-0210	Undercoating (wheel wells) (DLR)	1	\$125.00	\$125.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$55,601.00
8.4 % Sales Tax:	\$4,670.48
Quote Total:	\$60,271.48

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

11/25/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	OPR 2019-1025
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	D0530511

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	DAVE PAINE 6256878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF F550 SERVICE TRUCK BODY

Agenda Wording

Fleet Services would like to purchase an F550 Service Truck Body for the Street Department. This will be purchased from Freightliner, Spokane, WA, for a total of \$115,301.11 including tax using RFB #4401-17.

Summary (Background)

The F550 Service Truck Body will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of an F550 Service Truck Body for the Street Department. Funding for this is included in the Street Department replacement fund.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 115,301.11	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	11/18/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mmartinez, dpaine	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>STREETS</u>	HARRIS, CLINT E.		

Briefing Paper

Finance, Administration and Sustainability Resources Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of F550 Service Truck Body
Date:	November 18, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance, Administration and Sustainability 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)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase an F550 Service Truck Body for the Street Department. This will be purchased from Freightliner, Spokane, WA, for a total of \$115,301.11 including tax using RFB #4401-17.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The F550 Service Truck Body will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of an F550 Service Truck Body for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Street Department replacement fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



GORDON TRUCK CENTERS DEALER FAMILY

QUOTATION

Quote Number: JL01317

Page 1

CONTACT: Steve Smith
ADDRESS: 10310 Westbow Blvd
Spokane WA 99224

Quote Number: JL01317

Quote Rev: 0

Quote Date: 10/1/2019

Quote valid until: 10/31/2019

PHONE:
FAX/Email:

Make: FORD	Model: F-550	Year: 2020	GVWR: 19500	Single/Dual: DRW
CA / CT: 84.0 /	Fuel Type: DIESEL	4X2 / 4X4: 4X4	Trans: AUTOMATIC	Cab Type: EXTENDED

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	IMT Dominator I 11' right front raised crane body series 3 installed as follows: <ul style="list-style-type: none">- 52,000 ft-lb body rating- 134" long x 96" wide x 44" tall- 50" cargo floor- 22" deep compartments- Body weight prox 3,212 lbs.- 60" right first and second vertical raised compartments- 131.3 cubic feet total compartment capacity- 22" step bumper with through compartment and 3" clamping lip- Recess for pintle hitch - 2,000 lb. maximum vertical tongue weight, 16,000 lb. maximum trailer weight, with 2" receiver hitch- 7-way trailer plug socket, flat- Fully integrated and sealed electrical system incorporating an automotive style harness system with power and function distribution box, multiplex wiring with programmable logic- Wiring harness is protected by an overbraid that is heat and cut resistant- Interior compartments zolatone coated- (6) recessed cargo tie-downs- Galvannealed steel construction- Inverted A-Frame understructure with integral crane box, front outrigger receptacles and rear outrigger housings- Powder coated cast steel 3-point T-handle door latches- Stainless steel door hinges with composite washers- Gas shock door retainers- Hand rail- Pullout step- 10" fold down tailgate with single hand latch- Back-up alarm- Fully undercoated- Lights, LED stop/ turn/ tail and backup- Light control panel in LV1- 12v master power switch mounted on dash- Mudflaps- Painted urethane, white	\$24,880.00	\$24,880.00



GORDON TRUCK CENTERS DEALER FAMILY

QUOTATION

Quote Number: JL01317

Page 2

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	DOM I mounting kit for 11' bodies on a 99' and later Ford F550 19.5K GVW models	\$346.16	\$346.16
1	Hydraulic out/in, up/down outriggers	\$5,440.00	\$5,440.00
1	IMT 7500 hydraulic crane with 30'-10" of reach installed on a Dominator I series 3 body as follows: <ul style="list-style-type: none">- 52,000 ft-lb capacity- 7,500 lb max. capacity- 1,350 lb @ 30'-0"- (2) hydraulic extensions to 30'-10"- 2400 lb crane weight- 400 degree power rotation- Fully proportional radio remote control pendent with engine start/stop and radio elimination cable- Flip sheave boom tip- Patent-pending penta boom design- Patent-pending hook stow- Hydraulic reservoir- Return line filter- Hydraulic overload shut down system- Anti-two-block device- Snatch block with hook- Boom support- Front street side manual out/down outrigger- Front curb side manual out/down outrigger- Painted Imron 5000, white	\$35,670.00	\$35,670.00
1	Ford Super Duty dual 10 gallon under body air tanks installed	\$1,990.00	\$1,990.00
1	1/2" x 50' air hose reel installed as follows: <ul style="list-style-type: none">- Spring rewind- Mounted in right rear compartment with rear external access	\$720.00	\$720.00
1	Filter, luber, regulator with pressure gauge	\$610.00	\$610.00
1	Send chassis to dealership to have chassis reprogrammed for LED lights	\$190.00	\$190.00
1	Plumb urea system to the urea pocket	\$60.00	\$60.00
1	Ford Super Duty diesel exhaust extension to bring exhaust out beyond the body	\$250.00	\$250.00
1	Ford F550 4WD Severe Duty Spring Work as follows: <ul style="list-style-type: none">- Chassis to be raised 3" street side and 2" curb side- Add (1) leaf into both main spring packs- Add (3) leaves into both overload spring packs- Add 1" block - street side- Add 2" block - curb side- (4) U-bolts w/hardware- (4) Center bolts w/hardware	\$1,610.00	\$1,610.00



FREIGHTLINER
of HAWAII

GORDON TRUCK CENTERS DEALER (HAWAII)

QUOTATION

Quote Number: JL01317

Page 3

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	CTE H.D. Steel 8-drawer unit installed as follows: <ul style="list-style-type: none">- Installed in LV1 compartment- 1-7", 2-5", and 5-3" removable drawers- 12 gauge end panels- 16 gauge drawers- Double pull latches- "Cobalt" on black latch handles- 250 lb. capacity roller slides- Powder coated black with yellow drawers- (1) adjustable divider kit for each 3" and 5" drawer	\$2,640.00	\$2,640.00
1	Adjustable shelf installed in LV1	\$130.00	\$130.00
2	Adjustable shelves installed in LV2	\$120.00	\$240.00
1	Adjustable shelf installed in LH	\$150.00	\$150.00
1	Adjustable shelf installed in LR, 11 or 14' body	\$130.00	\$130.00
1	(2) Oxy/Acetylene bottle holders installed in RV1 compartment	\$300.00	\$300.00
2	Adjustable shelves installed in RV2	\$120.00	\$240.00
1	Adjustable shelf installed in RH	\$150.00	\$150.00
1	Dominator I 11' right raised front body master lock system <ul style="list-style-type: none">- Factory installed	\$480.00	\$480.00
1	Rear bumper storage compartment installed as follows: <ul style="list-style-type: none">- 3/8" X10 steel plate lid and end plates with 2" clamping lip- Locking hinged lid- Expanded metal basket with rubber mat	\$1,550.00	\$1,550.00
1	Wilton 6-1/2" Tradesman vise installed on rear vise plate	\$1,010.00	\$1,010.00
1	LED compartment light strips in all compartments for a Dominator I and II RRF crane body <ul style="list-style-type: none">- High intensity LED light strips mounted on each side of the compartment- Controlled by IMT switch panel	\$850.00	\$850.00
1	(2) 12v LED flood lights installed on cab protector <ul style="list-style-type: none">- 40W LED Flood lights	\$490.00	\$490.00
1	(2) 12v LED flood lights installed on rear of the body on mounting bracket <ul style="list-style-type: none">- 40W LED Flood lights	\$580.00	\$580.00
1	Ecco 7660A 6" LED beacon light class I installed as follows: <ul style="list-style-type: none">- Weld mounting plate to cabguard- Wire to existing upfitter switch in cab	\$610.00	\$610.00



FREIGHTLINER
of HAWAII

QUOTATION

Quote Number: JL01317

Page 4

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
2	110v GFI electric outlet on rear of body wired to generator with weatherproof cover - (1) on rear of body - (1) in RH compartment wired to generator	\$490.00	\$980.00
1	Miller Trailblazer 302 Air Pak welder installed as follows: - 300 amp welder @ 100% duty cycle - 12,000 watts peak auxiliary power output, 11,000 watts continuous - 26 cfm @ 150 psi rotary screw air compressor with 100% duty cycle - Kohler 30 hp air cooled twin cylinder gas engine - 59-1/2" long x 20" wide x 34-1/4" high, 771 lbs. - Welder to be mounted across front of body cargo area with cutout for controls to be accessed from RV1 compartment - Install Vanair antizap circuit protector	\$12,610.00	\$12,610.00
1	Install gas engine drive welder face in RV1 compartment as follows: - Welder to be mounted across front of body cargo area with cutout for controls to be accessed from RV1 compartment - Remote oil filter kit for Kohler gas engine	\$1,760.00	\$1,760.00
1	Speed Liner 1000 white, front of body	\$300.00	\$300.00
1	Speed Liner 1000 black, cargo area floor and tailgate	\$710.00	\$710.00
1	Heavy duty cab protector for Dominator I right raised front crane body installed as follows: - Fits Ford F550 chassis - 1/8" x 1-1/2" square tubing frame - 1-1/2 #9 flattened expanded metal window screen - Painted urethane white	\$790.00	\$790.00
1	Chain hanger bracket installed in LR - 1/4" x 2" angle iron bracket on sides and across rear of compartment	\$330.00	\$330.00
1	20 lb. A-B-C fire extinguisher with bracket	\$240.00	\$240.00
1	Install Ford Factory Backup Camera	\$250.00	\$250.00
1	CTE 2020 F550 coneholder installed on the front bumper with mounting bracket	\$560.00	\$560.00
1	Install Buyer model 8894047 LED dual functional warning lightbar	\$990.00	\$990.00

Quote Sub-Total **\$100,836.16**

Model Year Escalator (5%) **\$5,041.81**

Adjusted Sub-Total **\$105,877.97**

Sales Tax (8.9%) **\$9,423.14**

Grand Total **\$115,301.11**

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

11/25/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	OPR 2019-1026
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	D0530513
<u>Agenda Item Name</u>	5100 PURCHASE OF F450 SERVICE TRUCK CHASSIS

Agenda Wording

Fleet Services would like to purchase an F450 Service truck Chassis for the Street Department. This will be purchased from Columbia Ford, Longview, WA, for a total of \$58,094.81 including tax using Wa State Contract #05916.

Summary (Background)

The F450 Service Truck Chassis will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of an F450 Service Truck Chassis for the Street Department. Funding for this is included in the Street Department replacement fund.

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

Expense	\$ 58,094.81	# 5110-71700-94000-56413-99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals**Council Notifications**

<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	11/18/19
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<u>Division Director</u>	SIMMONS, SCOTT M.
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Other

<u>Finance</u>	HUGHES, MICHELLE
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Distribution List

<u>Legal</u>	PICCOLO, MIKE
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mmartinez, dpaine

<u>For the Mayor</u>	ORMSBY, MICHAEL
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Additional Approvals**Purchasing**

<u>STREETS</u>	HARRIS, CLINT E.
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Briefing Paper

Finance, Administration and Sustainability Resources Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of F450 Service Truck Chassis
Date:	November 18, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance, Administration and Sustainability 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)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase an F450 Service truck Chassis for the Street Department. This will be purchased from Columbia Ford, Longview, WA, for a total of \$58,094.81 including tax using Wa State Contract #05916.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The F450 Service Truck Chassis will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of an F450 Service Truck Chassis for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Street Department replacement fund. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, November 6, 2019 4:54 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-11-111 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2019-11-111 [Create Purchase Request](#) [View organization purchase requests](#)

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

Contract & Dealer Information

Contract #: 05916

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

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

Organization Information

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

Quote Notes: Streets Unit
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0913-0001	2020 Ford F450 4WD Cab and Chassis	1	\$35,998.00	\$35,998.00
2020-0913-0002	INFORMATION ONLY: Columbia Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0913-0003	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	1	\$0.00	\$0.00
2020-0913-0010	2020 Ford F450 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 16,000# GVWR, 7.3L 2V DECVT NA PFI V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70R19.5G BSW A/P Tires (Set/6), 4.88 RAR (F4H/650A/145WB/99N/44G/TGJ/X48/68L) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2020-0913-0017	Alternative Wheelbase, Crew Cab, 203WB, 84CA (W4H/203WB)	1	\$3,686.00	\$3,686.00
2020-0913-0018	16,500# GVWR Upgrade (Available with all wheelbases and engines) (D68L) (No charge)	1	\$0.00	\$0.00

2020-0913-0019	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed Automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes 4.10 RAR, Dual 750CCA Batteries, 220-AMP Alternator, Intelligent Oil Life Monitor) (18,000# GVWR) (99T/44G/62R/X41)	1	\$8,910.00	\$8,910.00
2020-0913-0025	Dual Alternators (Total 397 Amps) (Only available with Diesel Engine) (67B)	1	\$110.00	\$110.00
2020-0913-0027	Upfitter Interface Module (18A)	1	\$283.00	\$283.00
2020-0913-0035	LED Warning Strobes - Amber (includes center high-mounted stop light bar and two (2) hood mounted lights) (Includes Center High-Mounted Stop Lamp (CHMSL) (91S/59H)	1	\$645.00	\$645.00
2020-0913-0037	Extra Heavy-Duty Front End Suspension - max 7,500 lbs. Front GAWR (includes upgraded front axle) (If ordered with Gas Engine, includes 4.88 RAR non-limited slip axle, may order 4.88 RAR Limited Slip Rear Axle #X8L if desired) (If ordered with Diesel Engine, MUST also order 4.30 RAR Limited Slip Rear Axle #X4L) (67P)	1	\$273.00	\$273.00
2020-0913-0041	High-Capacity Trailer Tow Package (includes 4.30 RAR Limited Slip Rear Axle and upgraded rear axle)(Increases GCW from 31,000 Lbs to 35,000 Lbs.) (Includes Trailer Brake Wiring Kit #531 unless Trailer Brake Controller #52B is ordered)(Only available with Diesel) (53S/X4L)	1	\$898.00	\$898.00
2020-0913-0042	Trailer Brake Controller (verified to be compatible with electronic actuated drum brakes only, includes Smart Trailer Tow Connector) (N/A with Trailer Brake Wiring Kit #531)(52B)	1	\$259.00	\$259.00
2020-0913-0058	Cab Steps, Extended or Crew Cab (6in Angular Black Running Boards)(18B)	1	\$426.00	\$426.00
2020-0913-0060	Daytime Running Lights (replaces standard on/off configuration) (942)	1	\$43.00	\$43.00
2020-0913-0061	Engine Block Heater (41H)	1	\$96.00	\$96.00
2020-0913-0062	Backup Alarm (76C)	1	\$134.00	\$134.00
2020-0913-0063	Skid Plate, Transfer Case (4x4 Only) (Not available with Regular Cab) (41P)	1	\$96.00	\$96.00
2020-0913-0065	Power Equipment Group (Crew Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (deletes passenger door lock cylinder) (Includes (4) RKE Fobs w/ Integrated Key) (90L/54K)	1	\$1,391.00	\$1,391.00
2020-0913-0199	Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2020-0913-0206	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2020-0913-0207	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00
2020-0913-0210	Undercoating (wheel wells) (DLR)	1	\$125.00	\$125.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$53,593.00
8.4 % Sales Tax:	\$4,501.81
Quote Total:	\$58,094.81



Agenda Sheet for City Council Meeting of:
11/25/2019

Date Rec'd	11/6/2019
Clerk's File #	OPR 2017-0841
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4394-17
Requisition #	CR 21158

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100-AUTO BODY REPAIR SERVICES

Agenda Wording

Fleet services would like to increase the dollar value of the Auto Body Repair Services Contract with Toby's Body & Fender, Inc. Fleet services would like to increase the annual amount of the contract by \$125,000.00 for a total of \$385,000.00 per yr.

Summary (Background)

This contract was set up using the responses to RFP 4394-17.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	125,000		#	5100-71700-48348-54803-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		PAINE, DAVID		<u>Study Session</u>	11/18/19
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		mmartinez, dpaine	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>		PRINCE, THEA			



City of Spokane

CONTRACT AMENDMENT

Title: **AUTO BODY REPAIR SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TOBY'S BODY & FENDER, INC.**, whose address is 1022 North Normandie Street, Spokane, Washington, 99201 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 Auto Body Repair Services to the City of Spokane Fleet Department; and

WHEREAS, additional funds will be need for the duration of this Contract, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 22, 2018 and January 30, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 13, 2018.

3. COMPENSATION.

The City shall pay an additional annual amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)** for everything furnished and done under this Contract Amendment for a total annual amount of **THREE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

TOBY'S BODY & FENDER, 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



Agenda Sheet for City Council Meeting of:
11/25/2019

<u>Date Rec'd</u>	11/12/2019
<u>Clerk's File #</u>	OPR 2014-0871
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4064-014
<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4490 EXTENSION TO VALUE BLANKET FOR HIGH CALCIUM QUICKLIME AT WTE

Agenda Wording

Extension to current value blanket for the purchase of high calcium quicklime for the WTE Facility. Extension beginning December 1, 2019 through no later than February 29, 2020. Total cost of extension not to exceed \$345,000.00 including taxes.

Summary (Background)

In 2015 RFP 4064-014 for the purchase of High Calcium Quicklime was issued and Graymont Western US, Inc. was awarded the value blanket. The initial term was for one year with the option of four (4) additional one-year renewals/extensions. The value blanket is currently on its last extension, expiring November 30, 2019. Unanticipated issues with the new invitation to bid responses has necessitated that additional time be added to this extension.

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

Expense	\$ 345,000.00	# 4490-44100-37148-53203
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	CONKLIN, CHUCK
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session</u>	11/18/2019 FA&SR
<u>Other</u>	

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA
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Briefing Paper

Finance, Administration and Sustainable Resources Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket Extension with Cost for the Purchase of Lime at the WTE.
Date:	November 18, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Finance, Administration and Sustainable Resources / Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket extension for the purchase of lime, without which the facility would fail to meet its permit enforced emissions standards.
Background/History: <p>The WTE Facility utilizes lime in its emission controls process to meet its emission standards under its operating permits. Failure to have lime on-site when needed would result in a plant shutdown.</p> <p>In 2015 RFP 4064-014 for the purchase of High Calcium Quicklime at the WTE Facility was issued, and Graymont Western US, Inc., of Salt Lake City, UT was awarded the value blanket. The initial term was for one year with the option of four (4) additional one-year renewals/extensions. The value blanket is currently on its last extension, expiring November 30, 2019. Unanticipated issues with the new invitation to bid responses has necessitated that additional time be added to this extension. In order to ensure uninterrupted service until a new value blanket is in place, it will need to be extended through February 29, 2020 with an additional cost of \$345,000.00. The City may cancel this extension at any time depending on when the new value blanket is put into place.</p>	
Executive Summary: <ul style="list-style-type: none"> Value Blanket extension with Graymont Western US, Inc. for the purchase of High Calcium Quicklime, which is required for the emissions control systems at the WTE Facility. Current Value Blanket expires November 30, 2019. Additional time is needed to ensure uninterrupted service while a new bid is issued for these services and a new value blanket is issued. The value blanket will need extended through February 29, 2020 for an additional cost of \$345,000.00. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
If new, specify funding source:			
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 <input type="checkbox"/> N/A
Requires change in current operations/policy?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:			
Known challenges/barriers:			

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

11/25/2019

<u>Date Rec'd</u>	11/12/2019
<u>Clerk's File #</u>	OPR 2015-0093
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4079-14
<u>Requisition #</u>	2020 FUNDS

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490-EXTENSION TO CONTRACT FOR TRANSPORTATION AND OFFLOADING OF LIME AT WTE

Agenda Wording

Extension of contract with Dick Irvin, Inc., of Shelby, MT for coordination, transportation and offloading of bulk lime at the WTE. Total cost not to exceed \$75,000.00 including taxes and will run from December 1, 2019 through February 29, 2020.

Summary (Background)

In 2015 RFP 4079-14 for bulk lime delivery at the WTE Facility was issued, and Dick Irvin, Inc. was the only respondent. The initial contract was for one year with the option of four (4) additional one-year contract periods. The contract is currently on its last extension and was already extended for an additional two months, expiring November 30, 2019, while these services were out for bid. Unanticipated issues with the new bid responses has necessitated that additional time is added.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>
		Public Works? NO	
Expense	\$ 75,000.00		# 4490-44100-37148-54201
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	11/18/19 FASR
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Finance, Administration and Sustainable Resources Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Extension with Cost for Lime Delivery to the WTE.
Date:	November 18, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Finance, Administration and Sustainable Resources / Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract extension with Dick Irvin Inc., for delivery of lime to the facility, without which the facility would fail to meet its permit enforced emissions standards.
<p><u>Background/History:</u></p> <p>The WTE Facility utilizes lime in its emission controls process to meet its emission standards under its operating permits. Failure to have lime on-site when needed would result in a plant shutdown.</p> <p>In 2015 RFP 4079-14 for coordination, transportation and off-loading of bulk lime at the WTE Facility was issued, and Dick Irvin, Inc., of Shelby Montana was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals/extensions. The contract is currently on its last extension and was already extended for an additional two months, expiring November 30, 2019, while these services were out for bid as a combined service with the purchase of lime. Unanticipated issues with the new bid responses has necessitated that additional time is added to this extension again.</p> <p>In order to ensure uninterrupted service, the contract will need extended until a new contract is in place which should be no later than February 29, 2020 with an additional cost not to exceed \$75,000.00. Pricing will remain the same through December at \$53.90 per ton and increase to \$54.95 in 2020. The City may cancel this extension at any time depending on when the new contract is put into place.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Contract extension with Dick Irvin, Inc. for bulk lime delivery services, which is required for the emissions control systems at the WTE Facility. • Current contract extension expires November 30, 2019. • Additional time is needed to ensure uninterrupted service while a new bid is issued for these services and new contracts are put in place. • The contract will need extended through February 29, 2020 for an additional cost of \$75,000.00. 	

- Pricing will remain the same through December at \$53.90 per ton and increase to \$54.95 in 2020.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT EXTENSION WITH COST

Title: **TRANSPORTATION AND OFF-LOADING OF BULK LIME AT THE WASTE TO ENERGY FACILITY**

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 **DICK IRVIN, INC.**, whose address is 475 Wilson Avenue, P.O. Box 950, Shelby, Montana 59474, 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 for the City TRANSPORTATION AND OFF-LOADING OF BULK LIME AT THE WASTE TO ENERGY FACILITY; 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 December 8, 2014, and March 4, 2015, 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 December 1, 2019.

3. EXTENSION.

The contract is hereby extended and shall run through February 29, 2020.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** for everything furnished and done under this Contract Extension.

5. TERMINATION.

The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred up to the date of termination.

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.

DICK IRVIN, 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

19-209



Agenda Sheet for City Council Meeting of:
11/25/2019

Date Rec'd	11/11/2019
Clerk's File #	OPR 2019-1027
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR21178

Submitting Dept	FIRE
Contact Name/Phone	JAY ATWOOD X7095
Contact E-Mail	JATWOOD@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 CONTRACT WITH STUART CONSULTING GROUP INC

Agenda Wording

On October 28, 2019 a bid was received for leadership training and coaching for the Spokane Fire Department (IRFP dated 10/18/19 and posted to MRSC). The selected bid was from Stuart Consulting Group, Inc. for \$85,100.

Summary (Background)

Proposed contract with Stuart Consulting Group, Inc. to provide the following services: Quarterly Senior Leadership Training Annual Strategic Positioning Planning Monthly Executive Coaching Advanced School of Leadership Proposed contract would be for 12 months (Oct 2019-Sept 2020) with three optional, one year extensions.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>
		Public Works? NO	
Expense	\$ 22,100		# 1970-35170-22450-54201-99999 (2019)
Expense	\$ 63,000		# 1970-35170-22450-54201-99999 (2020)
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PSCHC 11/04/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	jatwood@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	fireaccounting@spokanecity.org	
<u>Additional Approvals</u>		donniescgi@gmail.com	
<u>Purchasing</u>		bschaeffer@spokanecity.org	

Briefing Paper

Public Safety & Community Health

Division & Department:	Fire
Subject:	Proposed Contract/Informal Request for Proposals for SFD Training
Date:	10/23/19
Contact (email & phone):	Jay Atwood, jatwood@spokanecity.org , X 7095
City Council Sponsor:	
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	
Deadline:	November 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract Stuart Consulting Group, Inc. (SCGI)
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>In the past, SFD has contracted with Stuart Consulting Group, Inc. (SCGI) for the following services:</p> <p>Quarterly Senior Leadership Training Annual Strategic Positioning/Scenario Based Planning Monthly Executive Coaching Monthly Advanced School of Leadership (9 months)</p> <p>On 10/18/19, SFD issued an informal request for proposals (IRFP) to the MRSC roster for vendors who offer personnel training. Term of the contract is estimated to be October 2019-September 2020 with optional renewals.</p> <p>Bids were received on October 28, 2019. We received 5 proposals. The apparent successful bidder is Stuart Consulting (SCGI). We expect to brief the proposed contract in November 2019.</p>	
<p>Executive Summary:</p> <p>On 10/28/19 bids were received for SFD Training to include Senior Leadership Training, Strategic Positioning, Executive Coaching, and Advanced School of Leadership. The apparent successful bidder was Stuart Consulting Group, Inc. (SCGI) for an amount not to exceed \$86,000.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PERSONAL SERVICES AGREEMENT

**TITLE: LEADERSHIP TRAINING & COACHING
FOR SPOKANE FIRE DEPARTMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT**, a municipal corporation, **STUART CONSULTING GROUP, INC. (SCGI)**, whose address is, P.O. Box 3887, Silverdale, Washington, 98383-3887, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide *LEADERSHIP TRAINING & COACHING FOR SPOKANE FIRE DEPARTMENT* in accordance with IRFP issued by the City, and the SCGI's Proposal, which is attached as Exhibit A. In the event of a conflict between SCGI and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2019, and shall run through September 30, 2020, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed three (3) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **EIGHTY FIVE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$85,100.00)**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Spokane Fire Department, West 44 Riverside Blvd., Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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 thirty (30) 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.

10. DEBARMENT AND SUSPENSION.

The Company 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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 Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) 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.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall

have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

(SCGI) STUART CONSULTING GROUP, 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:

Attachment A – SCGI’s Proposal

Attachment B – Certificate Regarding Debarment

EXHIBIT A

EXHIBIT 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. 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)



SCGI and the City of Spokane Fire Department

Request for Proposal ~ Leadership Training & Coaching for Spokane Fire Department

2019-2020

presented by

SCGI

for

City of Spokane Fire Department

Purpose: Quarterly senior leadership training, annual strategic positioning/scenario-based planning development, monthly executive coaching for senior leadership team, and advanced school of leadership for other Fire Department staff that supervise others or want to grow their skills as future senior leaders.

Contact: Kim Bustos, Division Accountant, City of Spokane

Consultant: SCGI, through Dr. De Hicks, PhD, MBA, President and CEO

Scope of Services

SCGI, primarily through Dr. De Hicks, proposes the following services:

- **Quarterly Senior Leadership Session/Training**

- 4-hour quarterly sessions/trainings of facilitated discussion focused on the application of accountability and an intentional culture.
 - Q1 – January – March 2020
 - Q2 – April – June 2020
 - Q3 – July – September 2020
 - Q4 – October – December ~~2020~~ 2019

*Specific dates to be coordinated w/Chief Schaeffer

KB

\$18,000

- **Strategic Positioning Process**

- Strategic Positioning (sometimes known as Scenario Based Planning) is an approach to precise planning in highly uncertain environments. Uncertainty is often oversimplified leaving leaders with linear descriptions of "one future." Strategic Positioning is a process that will quickly become part of a culture enabling key thinkers, stakeholders and leaders to continually rethink uncertain futures and create flexible, effective, action-oriented plans that put the organization on the balls of its feet. It is a dynamic process that creates on-going conversations about today's actions and decisions in light of the future.
 - Day 1 – TRENDS Analysis
 - Day 2 – SCENARIOS Development
 - Day 3 – INITIATIVES Development

\$ 12,000

- **Executive Coaching**

- 10 monthly, 1-hour coaching sessions for ~~four (4)~~ ^{five (5)} Senior Leadership Team Chief positions.
- Assessment of challenges, perspectives and skills, leveraged skill development and feedback. Where appropriate, personal, professional and organizational goals are established and outcome measures. Through the coaching relationship both strategic and tactical application of principles and perspectives are emphasized.
- Leadership Development Models used:
 - The Visionary Leader
 - Emotional Intelligence
 - Strategic Positioning
 - Conflict Management Skills
 - Creating Engagement
 - Time Zone Vision Development
 - And more

five (5) (KM)

\$ 20,000

- Advanced School of Leadership
 - One (5 hour) session of training to be conducted monthly for 9 months.
 - Variety of assessments
 - Class Materials

\$35,100

Fee:

Services not to exceed \$86,000.00. The City will be invoiced for each of the Quarterly Senior Leadership Sessions/Trainings (@ \$4500 per session), Strategic Positioning Planning (@ \$12,000.00), each Executive Coaching Sessions (\$20,000.00 estimated, and not to exceed) and Advanced School of Leadership (@ \$3900 per session).

\$85,100

**Total fees include travel expenses and accommodations.*

Term: October 1, 2019 through September 30th, 2020

Consultant and SCGI Project Manager:

Instructor: Dr. De Hicks, President & CEO

Project Mgr: Donnie Quitugua, Executive Vice President & COO

Contacts:

Dr. De Hicks, Instructor
President & CEO, SCGI
360.698.3524 (o)
360.710.9523 (c)
dehicks@dehicks.com

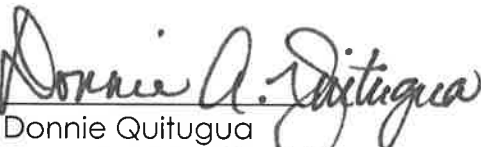
Donnie Quitugua, Project Manager
Executive Vice President & COO, SCGI
360.698.3524 (o)
360.440.6823 (c)
donnie@dehicks.com

This Professional Services Agreement is entered into by:



Dr. De Hicks
President & CEO, SCGI/RMC Group

Date: October 24, 2019



Donnie Quitugua
Executive Vice President & COO,
SCGI/RMC Group of Companies

Date: October 24, 2019

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

11/25/2019

Date Rec'd

11/12/2019

Clerk's File #

OPR 2019-1028

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 NORTHWEST OPEN ACCESS NETWORK (NOANET) INTERNET

Cross Ref #**Project #****Bid #****Requisition #**

CR21175

Agenda Wording

2-year contract with NoaNet to provide redundant Internet connectivity to replace existing connectivity at City Hall and the CCB under the City of Spokane & NoaNet Interlocal Cooperation Agreement. Initial installation is \$3,267.00, with tax.

Summary (Background)

The City of Spokane has entered into an Interlocal Cooperation Agreement for Spokane Internet Exchange services that will provide lower service costs, increased internet access capacity, and diverse connectivity. This contract with NoaNet will replace the existing City Hall XO Internet circuit (secondary Internet service) that is being discontinued by XO. The service will also replace the city's Zayo primary Internet circuit that is undersized and more expensive.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 133,293.60

5300-73200-18880-54301

Expense \$ 3,267.00

5300-73200-18880-54202

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

SLOON, MICHAEL

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

Sustainable Res

Other**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Dave Spencer dspencer@noanet.net



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Expenses for the 2-year life of the contract are \$133,293.60, including tax. Contract total is \$136,560.60, including tax. Term is December 1, 2019, to November 30, 2021.

Summary (Background)

The contract provides initial installation and ongoing 5Gb Internet connectivity at both locations for a period of 2 years.

Fiscal Impact		<u>Budget Account</u>
Select	\$	#
Select	\$	#

Distribution List



City of Spokane

CONTRACT

**Title: INTERNET INSTALLATION AND
CONNECTIVITY AT CITY HALL AND CCB**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **NOANET - NORTHWEST OPEN ACCESS NETWORK**, whose address is 7195 Wagner Way, Suite 104, Gig Harbor, Washington 98335, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected in accordance with Interlocal Cooperation Agreement between City of Spokane and Northwest Open Access Network, OPR 2019-1016.

The parties agree as follows:

1. **PERFORMANCE**. The Company shall provide initial installation and ongoing Internet connectivity to replace existing connectivity at City Hall and the CCB; in accordance with NoaNet's October 31, 2019 Quote attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin December 1, 2019 and run through November 30, 2021.
3. **COMPENSATION**. The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED SIXTY AND 60/100 DOLLARS (\$136,560.60)**, including tax and shipping for everything furnished and done under this Contract, payable in monthly installments.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

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

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

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

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

**NOANET - NORTHWEST
OPEN ACCESS NETWORK**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – NoaNet October 31, 2019 Quote

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	NoaNet: Installation and ongoing redundant Internet service
Date:	November 18, 2019
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org , 625-6948
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 – Telecommunications Carrier Services Utilizing Budget codes: 5300-73200-18880-54202 for installation 5300-73200-18880-54301 for monthly recurring charges
Strategic Initiative:	Sustainable Resources
Deadline:	November 30, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	2-yr contract with NoaNet to provide redundant 5Gb Internet connectivity to replace existing connectivity at City Hall and the CCB
Background/History: The City of Spokane has entered into an Interlocal Cooperation Agreement for Spokane Internet Exchange services that will provide lower service costs, increased internet access capacity, and diverse connectivity. This contract with NoaNet will replace the existing City Hall XO Internet circuit (secondary Internet service) that is being discontinued by XO. The service will also replace the city's Zayo primary Internet circuit that is undersized and more expensive. The contract provides initial installation and ongoing 5Gb Internet connectivity at both locations for a period of 2 years.	
Executive Summary: <ul style="list-style-type: none"> 2-yr contract with NoaNet to provide redundant 5Gb Internet connectivity to replace existing connectivity at City Hall and the CCB under the City of Spokane and NoaNet Interlocal Cooperation Agreement. Initial installation is \$3,267.00 including tax. Expenses for the 2-yr life of the contract are \$133,293.60 including tax. Contract total is \$136,560.60 including tax. Term is December 1, 2019, to November 30, 2021 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



EXHIBIT B

Service Order Summary

7195 Wagner Way, Ste 104
Gig Harbor WA 98335
<http://www.noanet.net>

Quote Date

10/31/2019

Quote

ES9096

Expires

11/30/2019

Bill To

Michael Sloon
City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99001

Description	MRC	NRC	Term in Months -	Desired FOC
MRC for 1x 5G to 808 W Spokane Falls Blvd, Spokane WA (for City Hall)	2,550.00	0.00	24	
NRC for 1x 5G to 808 W Spokane Falls Blvd, Spokane WA (for City Hall) Installation and Provisioning and CPE	0.00	500.00	1	
MRC for 1x 5G to 1620 N Rebecca St, Spokane, WA	2,550.00	0.00	24	
NRC for 1x 5G to 1620 N Rebecca St, Spokane, WA	0.00	2,500.00	1	
2 circuits as followed per ILA. 1x5G to City Hall 1x5G to 1620 N Rebecca St				

I have read, understand, accept, and agree to the terms of this Service Order Summary. This Service Order Summary is subject to the terms of the Master Services Agreement, which is incorporated herein by reference. I agree to comply with the Service Order within 45 days of the date set forth below. All changes must be in writing. Any changes may result in a new installation date and additional charges. The above rates do not include any taxes, fees, or surcharges applicable to the Services.

Termination liability clauses are in effect in accordance with the terms agreed upon in the Master Service Agreement. Late payments subject to 1.5% late fee. In the event of early termination by Customer, Customer shall not be entitled to reimbursement of fees already paid to NoaNet, shall not be entitled to receive services from NoaNet as specified in the agreement.

Signature

Date

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2019

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 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 Pacific Underwriters Corp. 12611 Des Moines Memorial Drive Seattle, WA 98168	CONTACT NAME: Richard Rodruck	FAX (A/C, No): 206-248-0130
	PHONE (A/C, No, Ext): 206-248-2254	
	E-MAIL ADDRESS: dick@purms.org	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PURMS Self-Insurance Fund	
INSURED NoaNet 7195 Wagner Way, Suite 104 Gig Harbor, WA 9833	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	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.

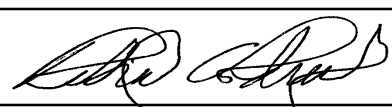
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PURMS2019	01/01/2019	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 1,500				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ None
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			None	01/01/2019	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City of Spokane, it's officers and employees are additional insured but only with respect to NoaNet's services to be provided.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd 7th Floor 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 

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Washington State Department of Revenue

[Services](#) [Business Lookup](#) [NORTHWEST OPEN ACCESS NETWORK](#)

License Information:

[New search](#) [Back to results](#)**Entity name:** NORTHWEST OPEN ACCESS NETWORK**Business name:** NORTHWEST OPEN ACCESS NETWORK**Entity type:** [Nonprofit Corporation](#)**UBI #:** 602-011-446**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 7195 WAGNER WAY NW
STE 104
GIG HARBOR WA 98335-6906**Mailing address:** 7195 WAGNER WAY
STE 104
GIG HARBOR WA 98335**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
Anacortes Nonprofit Business				Active	Feb-29-2020	Feb-27-2019
Centralia Nonprofit Business	9465			Active	Feb-29-2020	Dec-02-2011
Gig Harbor Nonprofit Business				Active	Feb-29-2020	Nov-09-2018
SeaTac General Business - Non-Resident				Active	Mar-31-2020	Jun-12-2019
Shelton General Business - Non-Resident	0063930			Active	Jun-30-2020	Jun-20-2019
Spokane General Business - Non-Resident				Active	Nov-30-2020	Nov-07-2019
Toppenish General Business - Non-Resident				Active	Feb-28-2021	Sep-11-2019

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

Filter	
Governing people	Title
BENNINK, ANGELA	
COLLINS, KEN	
DUNN, RICK	
DUNSMOOR, JASON	
GADEBERG, RON	
GOTT, LINDA	
KOVACS, DEAN	

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

<i>Filter</i>	
Governing people	Title
SCHOPFER, STEVE	
SPENCER, DAVID	
WILLENBROCK, F. COLIN COLIN	
WRIGHT, ROGER	

Registered Trade Names

Registered trade names	Status	First issued
NOANET	Active	Jun-26-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/11/2019 8:05:19 AM

Working together to fund Washington's future

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

11/18/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	OPR 2019-1031
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR21181

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1100 - STREET DEPARTMENT CONTRACT FOR BRIDGE INSPECTION

Agenda Wording

Approve contract with Fickett Structural Solutions for Sunset Bridge Inspection which shall not exceed \$69,997.00.

Summary (Background)

The Sunset Bridge is due for inspection in 2019. The City can no longer inspect this bridge with our equipment because of the decreased load rating on the outer lanes of the bridge. A consultant, qualified for climbing, will be required to conduct the inspection. Fickett Structural Solutions has been selected to perform this inspection.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 69,997.00	# 1100-21900-42500-54805-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 11/18/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	pgarland@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	ceharris@spokanecity.org	
<u>Additional Approvals</u>		lmalstrom@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	cwahl@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Street
Subject:	Climbing Inspection of Sunset Bridge
Date:	
Contact (email & phone):	lmalstrom@spokanecity.org 625-7749
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome:	Climbing Inspection of the Sunset Bridge to meet federal bridge standards. Inspection must be done by the end of 2019.
Background/History: The Sunset Bridge is due for inspection in 2019. The City can no longer inspect this bridge with our equipment because of the decreased load rating on the outer lanes of the bridge. A consultant, qualified for climbing, will be required to conduct the inspection. Fickett Structural Solutions has been selected to perform this inspection.	
Executive Summary: <ul style="list-style-type: none"> Climbing inspection of this bridge for federal bridge standards. Inspection must be done by the end of 2019. The approximately cost will be \$70,000 budgeted in 2019. Fickett Structural Solutions will be utilized to perform the inspection. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/ Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONSULTANT AGREEMENT

**Title: CLIMBING INSPECTION
OF SUNSET BRIDGE**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FICKETT STRUCTURAL SOLUTIONS**, whose address is 2840 Crites Street, SW, Suite 104, Tumwater, Washington 98512 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for a Climbing Inspection of Sunset Bridge;
and*

*WHEREAS, the Consultant was selected from a Request for Qualifications issued by the
City.*

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and
performance of the Scope of Work contained herein, the City and Consultant mutually agree as
follows:*

1. TERM OF AGREEMENT.

The term of this Agreement begins on November 12, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's IRFP and Consultant's Proposal dated October 8, 2019, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SIXTY NINE THOUSAND NINE HUNDRED NINETY SEVEN AND NO/100 DOLLARS (\$69,997.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Streets Department, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is

performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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 Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, 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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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.

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through

written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the

Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

FICKETT STRUCTURAL SOLUTIONS

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: Exhibit A – Certificate Regarding Debarment
Exhibit B – IRFP and Proposal dated October 8, 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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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

 Agenda Sheet for City Council Meeting of* 11/25/2019 Briefing date: 11/18/2019 Status: DIVISION\FINANCE\LEGAL REVIEW		? Date Rec'd (Clerk use only) 11/14/2019
		? Clerk's File # OPR 2019-1037
		? Renewals #
Submitting Dept*: CITY COUNCIL		? Cross Ref #
Contact Name & Phone*: BEN STUCKART 6256269		? Project #
? Contact E-Mail* AMCDANIEL@SPOKANECITY.ORG		? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item		? Requisition #
? Agenda Item Name: Begin with Dept # 0320 CONTRACTS FOR ESTABLISHING NEIGHBORHOOD MULTI-		
? Agenda Wording*: (147 character max) <input type="checkbox"/> Additional attached? Multicultural Center grant awards for Southside Community Center, Native Project, & Carl Maxey Center.		
? Summary (Background)*: (2 character max.) <input checked="" type="checkbox"/> Additional attached? The City of Spokane announced in July 2018 that it was looking to partner with organizations to establish Neighborhood Multi-Cultural Centers. The City has identified a persisting need for Neighborhoods to have access to Community Cultural Centers that meet the needs of several Cultural groups throughout the City of Spokane.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	MCDANIEL, ADAM	Study Session
Division Director		Other
Finance		PSC 11/4/19
Legal		? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
For the Mayor		
? Additional Approvals		
Purchasing		
Select Dept 1 ▼		
Select Dept 2 ▼		
Select Dept 3 ▼		
Save Cancel View Related Documents		

Continuation of Wording, Summary, and Distribution**Agenda Item Name:** 0320 CONTRACTS FOR ESTABLISHING NEIGHBORHOOD MULTI-CULTURAL C**Agenda Wording** (630 character max)**Summary_(Background)** (44 character max)

The City Council and City Administration worked in cooperation to develop a fund to provide up to \$100,000.00 per application for capital expenditures, with a collective amount not to exceed \$300,000.00, in the development of Neighborhood Multi-Cultural Centers.

The funds were awarded based on a competitive review by a panel of members of the Mayor's Advisory Council on Multi-Cultural Affairs (MACMA), representatives of the City's elected officials, and key leaders from Spokane's numerous cultural groups.

The funds are ineligible to be used to cover operating costs, however, they may be used for capital expenditures, such as the following:

Fiscal Impact

Select ▼

\$

Budget Account

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Distribution List

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Multi-Cultural Center Funding Agreement

This Multi-Cultural Center Funding Agreement is between the City of Spokane, a Washington State municipal corporation (“City”) and the Southside Community Center (“Center”), a 501 c 3 non-profit organization, for the award of a multi-cultural center funding award for the development of the Southside Community Center.

- 1) **Purpose:** The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City’s cultural communities. The City has allocated \$300,000.00, with a maximum grant amount of \$100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to the Southside Community Center based on the attached Multi-Cultural Center Funds Application Guidelines (“Guidelines”) and the conditions set forth in this Agreement.
- 2) **Rights and Obligations:** The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement.
- 3) **Grant Funding:** The City agrees to provide the Center ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in matching grant funds for capital expenses in the development of the Southside Community Center located at 3151 E 27th Avenue, Spokane, Washington upon the following conditions:
 - a) The grant funding shall be used with matching funds for the purchase, renovation, or expansion of a multi-cultural center,
 - b) The project shall be completed by September 30, 2021,
 - c) The use of the grant funding and all subsequent community cultural activities shall comply with the attached Guidelines.
- 4) **Activities:** The Center will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.
- 5) **Performance Reporting and Evaluation:** The Center shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

6) Failure to comply with Guidelines: If the Center fails to comply with the requirements set forth in the Guidelines, the Center shall be responsible to return or refund the full \$100,000 to the City.

7) Notice: Future notice or corresponds shall be sent to:

Hannahlee Allers
City of Spokane
City Council Office
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Lisa Rosier
Southside Community Center
3151 E 27th Avenue
Spokane, WA 99223

8) Hold Harmless: The Center shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Center's performance or nonperformance of the program, activities, or services called for in this Agreement.

Southside Community Center

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


FEDERAL TAX ID NO:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

 Agenda Sheet for City Council Meeting of* 11/25/2019 Briefing date: 11/18/2019 Status: DIVISION\FINANCE\LEGAL REVIEW		? Date Rec'd (Clerk use only) 11/15/2019
		? Clerk's File # OPR 2019-1038
		? Renewals #
Submitting Dept*: CITY COUNCIL		? Cross Ref #
Contact Name & Phone*: BEN STUCKART 6256269		? Project #
? Contact E-Mail* AMCDANIEL@SPOKANECITY.ORG		? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item		? Requisition #
? Agenda Item Name: Begin with Dept # 0320 MULTICULTURAL CENTER GRANT AWARD FOR CARL MAXEY		
? Agenda Wording*: (196 character max) <input type="checkbox"/> Additional attached? Multicultural Center grant award for Carl Maxey Center		
? Summary (Background)*: (174 character max.) <input checked="" type="checkbox"/> Additional attached? The City of Spokane announced in July 2018 that it was looking to partner with organizations to establish Neighborhood Multi-Cultural Centers. The City has identified a persisting need for Neighborhoods to have access to Community Cultural Centers that meet the needs of several Cultural groups throughout the City of Spokane.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	MCDANIEL, ADAM	Study Session
Division Director		Other
Finance		? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	PICCOLO, MIKE	
For the Mayor		
? Additional Approvals		
Purchasing		
GRANTS & CONTRA(▼	STOPHER, SALLY	
Select Dept 2 ▼		
Select Dept 3 ▼		

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View Related Documents

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0320 MULTICULTURAL CENTER GRANT AWARD FOR CARL MAXEY CENTER

Agenda Wording (630 character max)

Summary (Background) (46 character max)

The City Council and City Administration worked in cooperation to develop a fund to provide up to \$100,000.00 per application for capital expenditures, with a collective amount not to exceed \$300,000.00, in the development of Neighborhood Multi-Cultural Centers.

The funds were awarded based on a competitive review by a panel of members of the Mayor's Advisory Council on Multi-Cultural Affairs (MACMA), representatives of the City's elected officials, and key leaders from Spokane's numerous cultural groups. The funds are ineligible to be used to cover operating costs, however, they may be used for capital expenditures, such as the following:

Purchase of a new building

Remodeling an existing building

Rental of an existing building, and/or

Fiscal Impact

Select ▼

\$

Budget Account

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Distribution List

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Multi-Cultural Center Funding Agreement

This Multi-Cultural Center Funding Agreement is between the City of Spokane, a Washington State municipal corporation (“City”) and Friends of the Black Lens (“FOBL”), a Washington State non-profit organization, for the award of a multi-cultural center funding award for the development of the Carl Maxey Center.

- 1) **Purpose:** The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City’s cultural communities. The City has allocated \$300,000.00, with a maximum grant amount of \$100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to FOBL based on the attached Multi-Cultural Center Funds Application Guidelines (“Guidelines”) and the conditions set forth in this Agreement.
- 2) **Rights and Obligations:** The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement.
- 3) **Grant Funding:** The City agrees to provide FOBL ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in matching grant funds for capital expenses in the development of the Carl Maxey Center located at 3112-2118 E. 5th Avenue, Spokane, Washington upon the following conditions:
 - a) The grant funding shall be used with matching funds for the purchase, renovation, or expansion of a multi-cultural center,
 - b) The project shall be completed by September 30, 2021,
 - c) The use of the grant funding and all subsequent community cultural activities shall comply with the attached Guidelines.
- 4) **Activities:** FOBL will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.
- 5) **Performance Reporting and Evaluation:** FOBL shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

6) Failure to comply with Guidelines: If FOBL fails to comply with the requirements set forth in the Guidelines, the Center shall be responsible to return or refund the full \$100,000 to the City.

7) Notice: Future notice or corresponds shall be sent to:

Hannahlee Allers
City of Spokane
City Council Office
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Sandra Williams
Friends of the Black Lens
1312 N. Monroe Street, #148
Spokane, WA 99201

8) Hold Harmless: FOBL shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of FOBL's performance or nonperformance of the program, activities, or services called for in this Agreement.

FRIENDS OF THE BLACK LENS

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


FEDERAL TAX ID NO:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

 Agenda Sheet for City Council Meeting of* 11/25/2019 Briefing date: 11/18/2019 Status: DIVISION\FINANCE\LEGAL REVIEW		? Date Rec'd (Clerk use only) 11/15/2019
		? Clerk's File # OPR 2019-1039
		? Renewals #
Submitting Dept*: CITY COUNCIL		? Cross Ref #
Contact Name & Phone*: BEN STUCKART 6256269		? Project #
? Contact E-Mail* AMCDANIEL@SPOKANECITY.ORG		? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item		? Requisition #
? Agenda Item Name: Begin with Dept # 0320 0320 MULTICULTURAL CENTER GRANT AWARD FOR NATIV		
? Agenda Wording*: (199 character max) <input type="checkbox"/> Additional attached? Multicultural Center grant award for Native Project		
? Summary (Background)*: (174 character max.) <input checked="" type="checkbox"/> Additional attached? The City of Spokane announced in July 2018 that it was looking to partner with organizations to establish Neighborhood Multi-Cultural Centers. The City has identified a persisting need for Neighborhoods to have access to Community Cultural Centers that meet the needs of several Cultural groups throughout the City of Spokane.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	MCDANIEL, ADAM	Study Session
Division Director		Other
Finance		? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	PICCOLO, MIKE	
For the Mayor		
? Additional Approvals		
Purchasing		
GRANTS & CONTRA(▼	STOPHER, SALLY	
Select Dept 2 ▼		
Select Dept 3 ▼		
Save Cancel View Related Documents		

Continuation of Wording, Summary, and Distribution**Agenda Item Name:** 0320 0320 MULTICULTURAL CENTER GRANT AWARD FOR NATIVE PROJECT**Agenda Wording** (630 character max)**Summary (Background)** (46 character max)

The City Council and City Administration worked in cooperation to develop a fund to provide up to \$100,000.00 per application for capital expenditures, with a collective amount not to exceed \$300,000.00, in the development of Neighborhood Multi-Cultural Centers.

The funds were awarded based on a competitive review by a panel of members of the Mayor's Advisory Council on Multi-Cultural Affairs (MACMA), representatives of the City's elected officials, and key leaders from Spokane's numerous cultural groups. The funds are ineligible to be used to cover operating costs, however, they may be used for capital expenditures, such as the following:

Purchase of a new building

Remodeling an existing building

Rental of an existing building, and/or

Fiscal Impact

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Budget Account

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Distribution List

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Cancel

Multi-Cultural Center Funding Agreement

This Multi-Cultural Center Funding Agreement is between the City of Spokane, a Washington State municipal corporation (“City”) and the Native Project, a 501 c 3 urban Indian organization, for the award of a multi-cultural center funding award for the development of the Native Project Family and Cultural Center.

- 1) Purpose: The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City’s cultural communities. The City has allocated \$300,000.00, with a maximum grant amount of \$100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to the Native Project based on the attached Multi-Cultural Center Funds Application Guidelines (“Guidelines”) and the conditions set forth in this Agreement.
- 2) Rights and Obligations: The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement. 3) Grant Funding: The City agrees to provide the Native Project ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in matching grant funds for capital expenses in the development of the Native Project Family and Culture Center located at 1803 West Maxwell, Spokane, Washington upon the following conditions:
 - a) The grant funding shall be used with matching funds for the purchase, renovation, or expansion of a multi-cultural center,
 - b) The project shall be completed by September 30, 2021,
 - c) The use of the grant funding and all subsequent community cultural activities shall comply with the attached Guidelines.
- 4) Activities: The Native Project will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.
- 5) Performance Reporting and Evaluation: The Native Project shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

6) Failure to comply with Guidelines: If the Native Project fails to comply with the requirements set forth in the Guidelines, the Native Project shall be responsible to return or refund the full \$100,000 to the City.

7) Notice: Future notice or corresponds shall be sent to:

Hannahlee Allers
City of Spokane
City Council Office
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Toni Lodge
The Native Project
1803 West Maxwell
Spokane, WA 99201

8) Hold Harmless: The Native Project shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Native Project's performance or nonperformance of the program, activities, or services called for in this Agreement.

THE NATIVE PROJECT

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


FEDERAL TAX ID NO:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

 Agenda Sheet for City Council Meeting of* 11/25/2019 Briefing date: 11/18/2019 Status: ADDITIONAL APPROVALS		? Date Rec'd (Clerk use only) 11/15/2019
		? Clerk's File # OPR 2019-1040
		? Renewals #
Submitting Dept*: CITY COUNCIL	? Cross Ref #	
Contact Name & Phone*: BEN STUCKART 6256269	? Project #	
? Contact E-Mail* AMCDANIEL@SPOKANECITY.ORG	? Bid #	
? Add'l Docs Attached? <input checked="" type="checkbox"/>	Contract Item	? Requisition #
? Agenda Item Name: Begin with Dept # 0320 SPOKANE ARTS GRANT AGREEMENT		
? Agenda Wording*: (178 character max) <input type="checkbox"/> Additional attached? Spokane Arts grant funding for the development of a public arts program.		
? Summary (Background)*: (428 character max.) <input type="checkbox"/> Additional attached? Spokane Arts grant funding for the development of a public arts program.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head		Study Session
Division Director		Other PSC 11/4
Finance		? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal		
For the Mayor		
? Additional Approvals		
Purchasing		
GRANTS & CONTRA(
Select Dept 2		
Select Dept 3		
Save Cancel View Related Documents		



City of Spokane

**PUBLIC ART GRANT AGREEMENT
WITH SPOKANE ARTS**

This Public Arts Grant Agreement is between the City of Spokane, a Washington State municipal corporation ("City") and Spokane Arts, a Washington State non-profit organization, for the award of a public arts grant funding for the development of a public arts program.

1) DESCRIPTION OF PROGRAM: The City desires to provide grant funding to Spokane Arts to develop a public arts program, which shall include, but is not limited to, the following:

- a. - creating new public art in the city of Spokane, including murals and sculpture,
- b. - administering juried public art processes, and
- c. – implementing a grant making process to support local cultural and arts programs.

2) TERM: This three-year Agreement is effective on November 1, 2019 and shall end on October 31, 2022.

3) GRANT FUNDING AND PAYMENT: The City shall provide Spokane Arts grant funding in the amount of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000) with a \$100,000 payment upon execution of this Agreement. The balance of \$275,000 shall be paid on a quarterly basis of equal payments over the three-year term of this Agreement.

4) RIGHTS AND OBLIGATIONS: The rights and obligations of the parties to this Agreement are governed by this Agreement. Spokane Arts will be responsible to administer the grant activities set forth in Section 1.

5) PERFORMANCE REPORTING AND EVALUATION: Spokane Arts shall report to the City on its use of the grant funding. The report shall be submitted to the City Council President twice a year in July and December with a report to the City Council during the fourth quarter of each year.

- 6) Notice: Future notice or corresponds shall be sent to:

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

Melissa Huggins
Spokane Arts
801 W Riverside Avenue
Spokane, WA 99201

- 7) **TERMINATION.** Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay Spokane Arts for all work previously authorized and performed prior to the termination date.

- 8) **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to Spokane Arts shall be safeguarded by Spokane Arts. Spokane Arts shall make such data, documents and files available to the City upon the City's request. If the City's use of Spokane Arts' records or data is not related to this project, it shall be without liability or legal exposure to Spokane Arts

- 9) **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

- 10) **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.

- 11) **INDEMNIFICATION.** Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this Agreement.

- 12) **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement 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.

- 13) **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. Spokane Arts 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 Spokane Arts 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.

14) 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

15) AUDIT / RECORDS. Spokane Arts shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. Spokane Arts 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 Agreement, the federal law shall prevail.

17) MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

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

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

D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

CITY OF SPOKANE

SPOKANE ARTS

By: _____

By: _____

Print Name: _____

Print Name _____

Title: _____

Title: _____

Date: _____

Date: _____


Federal Tax ID No.:

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

 Agenda Sheet for City Council Meeting of* 11/25/2019 Briefing date: 11/18/2019 Status: DIVISION\FINANCE\LEGAL REVIEW		? Date Rec'd (Clerk use only) 11/15/2019
		? Clerk's File # ORD C35850
		? Renewals #
Submitting Dept*: CITY COUNCIL		? Cross Ref #
Contact Name & Phone*: BEN STUCKART 6256269		? Project #
? Contact E-Mail* AMCDANIEL@SPOKANECITY.ORG		? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/> Special Budget Ordinance		? Requisition #
? Agenda Item Name: Begin with Dept # 0320 SBO TO SUPPORT THE NEW SPOKANE ARTS \$375,000 MU		
? Agenda Wording*: (72 character max) <input checked="" type="checkbox"/> Additional attached? An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019,		
? Summary (Background)*: (413 character max.) <input type="checkbox"/> Additional attached? Special Budget Ordinance to support the new Spokane Arts \$375,000 multi-year contract.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
Select ▼ \$		#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	MCDANIEL, ADAM	Study Session
Division Director		Other
Finance		? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	PICCOLO, MIKE	
For the Mayor		
? Additional Approvals		
Purchasing		
Select Dept 1 ▼		
Select Dept 2 ▼		
Select Dept 3 ▼		
Save Cancel View Related Documents		

Continuation of Wording, Summary, and Distribution**Agenda Item Name:** 0320 SBO TO SUPPORT THE NEW SPOKANE ARTS \$375,000 MULTI-YEAR CC**Agenda Wording** (418 character max)

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

Summary_(Background) (870 character max)**Fiscal Impact****Budget Account**

Select ▼

\$

#

Select ▼

\$

#

Distribution List

Save

Cancel

ORDINANCE NO C35850

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

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

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

The City of Spokane does ordain:

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

FROM:	0100-99999- 99999-99999	General Fund--Unappropriated Reserves	<u>\$ 208,311</u>
-------	----------------------------	---------------------------------------	-------------------

TO:	5901-49854- 73200-54201	Asset Management Fund--Capital Contractual Services	<u>\$ 208,311</u>
-----	----------------------------	--	-------------------

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriate additional funds to support the new Spokane Arts \$375,000 multi-year contract, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Section 3. Be it resolved, by the City Council, that it authorizes staff to enter into contract for \$120,000 for Family Promise to ensure capacity for 60 family slots and \$20,000 for Transitions for the purpose of weekend hours for single women. These funds would be distributed from previously allotted grant funding that council approved all but \$140,000. These funds are located CHHS department waiting for distribution.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

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

11/25/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	RES 2019-0104
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2014-0099
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	MICHELLE 6256320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5600 - LIBRARY RFIS/RFID SIP LOAN TERM REFINANCE

Agenda Wording

Resolution to approve the term refinance of existing SIP Loan for the Library RFIS/RFID Resolution 2014-0099 issued in 2014.

Summary (Background)

In 2014 the City of Spokane passed Resolution 2014-0099 to issue an interfund loan from the Spokane Investment Pool to the Asset Management Fund for \$500,000 of Limited Tax General Obligation Bonds, 2014 Series A to purchase a new RFID System for the Libraries. The original loan was amortized over 10 years and set to mature in 5. This refinance is to adjust the interest rates to the current 5yr Treasury plus 75 basis points for the remaining 5 years of the loan.

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

Expense	\$ N/A	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

Approvals	Council Notifications		
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>	Sustainable Resources
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

Briefing Paper

Division & Department:	Accounting
Subject:	SIP Loan Refinance - Library
Date:	11/7/19
Contact (email & phone):	Michelle Hughes mhuges@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to approve the term refinance of existing SIP Loan for the Library RFIS/RFID.
Background/History:	
<p><i>In 2014 the City of Spokane passed Resolution 2014-0099 to issue an interfund loan from the Spokane Investment Pool to the Asset Management Fund for \$500,000 of Limited Tax General Obligation Bonds, 2014 Series A to purchase a new RFID System for the Libraries. The original loan was amortized over 10 years and set to mature in 5. This refinance is to adjust the interest rates to the current 5yr Treasury plus 75 basis points for the remaining 5 years of the loan.</i></p>	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CITY OF SPOKANE, WASHINGTON

SPOKANE COUNTY LIBRARY RFIS PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, 2014 SERIES A (AMENDED)

RESOLUTION NO. 2019-0104

A RESOLUTION of the City of Spokane, Washington, providing for the extension of the maturity date and adjustment of the interest rate of the Spokane County Library RFIS Project Limited Tax General Obligation Bond, 2014 Series A, originally issued in the aggregate principal amount of not to exceed \$500,000 to secure an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance the purchase and installation of a Radio Frequency Identification System; providing for the issuance of a replacement bond; providing for the effective date of this resolution; and providing for other matters properly relating thereto.

Adopted on November ____, 2019

Prepared by:

MCALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2019-0104

A RESOLUTION of the City of Spokane, Washington, providing for the extension of the maturity date and adjustment of the interest rate of the Spokane County Library RFIS Project Limited Tax General Obligation Bond, 2014 Series A, originally issued in the aggregate principal amount of not to exceed \$500,000 to secure an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance the purchase and installation of a Radio Frequency Identification System; providing for the issuance of a replacement bond; providing for the effective date of this resolution; and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution No. 2014-0099 (the “Original Resolution”), the City Council (the “Council”) of the City of Spokane, Washington (the “City”) authorized an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance the purchase and installation of a Radio Frequency Identification System for the Spokane County Library by the issuance of its “Spokane County Library RFIS Project Limited Tax General Obligation Bond, 2014 Series A” (the “Original Bond”); and

WHEREAS, the Original Resolution provided a maturity date of December 31, 2019 and an interest rate equal to the then-current SIP Internal Lending for the Original Bond; and

WHEREAS, in the judgment of the City Council, it is in the best interest of the City to extend the final maturity date of the Original Bond to December 1, 2024, and adjust the interest rate to the current SIP Internal Lending Rate (calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%)). All other terms shall remain the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1: Definitions and Terms. Except as expressly amended herein, all words have the same meaning and intent as set forth in the Original Resolution, and all terms, conditions and designations shall remain in full force and effect, except as expressly amended herein.

Section 2: Authorization of Replacement Bond. In order to extend the final maturity date of the Original Bond to December 1, 2024, the City shall execute and issue a replacement

Section 3: Form of Bond. The Amended Bond shall be in substantially the following form:

STATE OF WASHINGTON
CITY OF SPOKANE
SPOKANE COUNTY LIBRARY RFIS PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, 2014 SERIES A (AMENDED)

PRINCIPAL AMOUNT: [TWO HUNDRED NINETY THOUSAND FOUR HUNDRED EIGHTY AND 50/100 DOLLARS]

This Bond is issued under authority of Resolution No. 2014-0099, adopted by the City Council on October 20, 2014, as amended by Resolution No. 2019-0104, adopted by the City Council on November __, 2019 (together, the “Bond Resolution”), to establish and secure an interfund loan to finance the purchase and installation of a Radio Frequency Identification System. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ____ day of _____, 20__.

CITY OF SPOKANE, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Spokane County Library RFIS Project Limited Tax General Obligation Bond, 2014 Series A (Amended)” of the City dated _____, 20____ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____

Section 4: Execution and Delivery of Amended Bond. The Amended Bond shall be executed and authenticated as set forth in Section 8 of the Original Resolution, shall replace and amend the Original Bond and shall be valid or obligatory as set forth in the Original Resolution and this resolution. The Original Bond shall be stamped “replaced” or “cancelled.” The Treasurer shall continue as Registrar, paying agent, and transfer agent with respect to the Amended Bond, subject to the original terms and conditions.

The proper officials of the City are hereby authorized and directed to do all other things necessary for the prompt execution and delivery of the Amended Bond and for the proper use and application of the proceeds of sale thereof.

Section 5: Effect of Other Provisions of Original Resolution. Except as modified herein, all other provisions of the Original Resolution, which are incorporated herein by this reference, shall remain in full force and effect and shall be applicable to the Amended Bond and this resolution.

Section 6: Severability. If any one or more of the covenants or agreements provided in the Original Resolution or this resolution to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Amended Bond.

Section 7: Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this ____ day of November, 2019.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

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

11/25/2019

<u>Date Rec'd</u>	11/13/2019
<u>Clerk's File #</u>	RES 2019-0105
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2014-0079
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	MICHELLE 625-6320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5600 - 2014 PUBLIC SAFETY SIP LOAN TERM REFINANCE DRAW #1

Agenda Wording

Resolution to approve the term refinance of existing SIP Loan for the 2014 Public Safety Loan Draw #1

Summary (Background)

In 2014 the City of Spokane passed Resolution 2014-0079 to issue an interfund loan from the Spokane Investment Pool to the Asset Management Fund for \$26,000,000 of Limited Tax General Obligation Bonds, 2014 Series A to finance public safety capital need from 2014-2018 and to be drawn down over the 5 year term in annual increments. The 2014 draw was amortized over 7 yrs and set to mature in 5. This refinance is to adjust the interest rates to the current 5yr Treasury plus 75 basis points.

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

Expense	\$ N/A	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>	SUSTAINABLE
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

Briefing Paper

Division & Department:	Accounting
Subject:	SIP Loan Refinance – 2014 Public Safety Draw #1
Date:	11/7/19
Contact (email & phone):	Michelle Hughes mhuges@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to approve the term refinance of existing SIP Loan for the 2014 Public Safety Loan Draw #1
Background/History:	
<p><i>In 2014 the City of Spokane passed Resolution 2014-0079 to issue an interfund loan from the Spokane Investment Pool to the Asset Management Fund for \$26,000,000 of Limited Tax General Obligation Bonds, 2014 Series A to finance public safety capital need from 2014-2018 and to be drawn down over the 5 year term in annual increments. The first draw in 2014 was amortized over 7 yrs and set to mature in 5. This refinance is to adjust the interest rates to the current 5yr Treasury plus 75 basis points for the remaining 2 years of the loan.</i></p>	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CITY OF SPOKANE, WASHINGTON

PUBLIC SAFETY EQUIPMENT AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2014 (AMENDED)

RESOLUTION NO. 2019-0105

A RESOLUTION of the City of Spokane, Washington, providing for the extension of the maturity date and adjustment of the interest rate of the First Term Bond of its Public Safety Equipment and Apparatus Limited Tax General Obligation Bonds, Series 2014, originally issued in the aggregate principal amount of not to exceed \$26,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance the purchase of public safety, equipment, vehicles and apparatus; providing for the issuance of a replacement bond; providing for the effective date of this resolution; and providing for other matters properly relating thereto.

Adopted on November ____, 2019

Prepared by:

MCALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2019-0105

A RESOLUTION of the City of Spokane, Washington, providing for the extension of the maturity date and adjustment of the interest rate of the First Term Bond of its Public Safety Equipment and Apparatus Limited Tax General Obligation Bonds, Series 2014, originally issued in the aggregate principal amount of not to exceed \$26,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance the purchase of public safety, equipment, vehicles and apparatus; providing for the issuance of a replacement bond; providing for the effective date of this resolution; and providing for other matters properly relating thereto.

WHEREAS, pursuant to Resolution No. 2014-0079 (the “Original Resolution”), the City Council (the “Council”) of the City of Spokane, Washington (the “City”) authorized an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance the purchase of public safety, equipment, vehicles and apparatus by the issuance of its “Public Safety Equipment and Apparatus Limited Tax General Obligation Bonds, Series 2014.”

WHEREAS, the City subsequently issued its first Term Bond (as defined in the Original Resolution) in the amount of \$5,694,196 (the “First Term Bond”); and

WHEREAS, the First Term Bond has a maturity date of December 31, 2019 and an interest rate equal to the then-current SIP Internal Lending for the First Term Bond; and

WHEREAS, in the judgment of the City Council, it is in the best interest of the City to extend the final maturity date of the First Term Bond to December 1, 2021, and adjust the interest rate to the current SIP Internal Lending Rate (calculated on the date of issuance of the First Term Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%)). All other terms shall remain the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1: Definitions and Terms. Except as expressly amended herein, all words have the same meaning and intent as set forth in the Original Resolution, and all terms, conditions and designations shall remain in full force and effect, except as expressly amended herein.

Section 2: Authorization of Replacement Bond. In order to extend the final maturity date of the First Term Bond to December 1, 2021, the City shall execute and issue a replacement bond designated “Public Safety Equipment and Apparatus Limited Tax General Obligation Bond, 2014 (Amended)” (the “Amended Term Bond”), which shall replace and amend the First Term Bond. The Amended Term Bond shall be substantially in the form set forth in Section 10 of the Original Resolution. Said Amended Term Bond shall be issued for the remaining principal amount due on the Original Bond (\$2,162,967.88), shall be numbered “R-2A,” shall be dated as of the date of this resolution, shall be issued in the form of a single bond, shall mature on December 1, 2021, and shall bear interest at the SIP Internal Lending Rate in effect as of the date of this resolution.

Section 3: Execution and Delivery of Amended Term Bond. The Amended Term Bond shall be executed and authenticated as set forth in Section 10 of the Original Resolution, shall replace and amend the First Term Bond and shall be valid or obligatory as set forth in the Original Resolution and this resolution. The First Term Bond shall be stamped “replaced” or “cancelled.” The Treasurer shall continue as Registrar, paying agent, and transfer agent with respect to the Amended Term Bond, subject to the original terms and conditions.

The proper officials of the City are hereby authorized and directed to do all other things necessary for the prompt execution and delivery of the Amended Term Bond and for the proper use and application of the proceeds of sale thereof.

Section 4: Effect of Other Provisions of Original Resolution. Except as modified herein, all other provisions of the Original Resolution, which are incorporated herein by this reference, shall remain in full force and effect and shall be applicable to the Amended Term Bond and this resolution.

Section 5: Severability. If any one or more of the covenants or agreements provided in the Original Resolution or this resolution to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Amended Term Bond.

Section 6. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 7. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this ____ day of November, 2019.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

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

11/25/2019

<u>Date Rec'd</u>	11/12/2019
<u>Clerk's File #</u>	RES 2019-0106
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	NATHANIEL 6288	<u>Project #</u>	
<u>Contact E-Mail</u>	NODLE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0500 INDEMNIFICATION RESOLUTION		

Agenda Wording

A resolution approving indemnification of City employees named as a defendants in Jackie Akins, Sr., et al. v. Bryan Robb; et al., United States District Court, Eastern District of Washington, Cause No. 2:19-cv-00363-SAB

Summary (Background)

Gregory Lebsock; David Betts and JC Anderson are named defendants in the above-referenced lawsuit. The allegations relate to the good faith performance of the employees' duties for the City of Spokane. The resolution provides for the defense of these individuals and any judgment rendered against them will be paid by the City or its insurance carrier(s). A determination of indemnity for punitive damages shall be made if such damages are awarded

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

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

<u>Approvals</u>	<u>Council Notifications</u>
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<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
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<u>Division Director</u>		<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
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<u>Legal</u>	PICCOLO, MIKE	nodle@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	tstrothman@spokanecity.org
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<u>Additional Approvals</u>	james.scott@ascrisk.com
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<u>Purchasing</u>	mormbsy@spokanecity.org
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Resolution Approving Indemnification
and
Defense of Employees of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, JACKIE AKINS, SR.; CASANDRA AKINS; JACKIE AKINS, JR., have sued PAUL LEB SOCK, DAVID BETTS and JC ANDERSON, in their individual and official capacities in the United States District Court, Eastern District, Cause No. 2:19-cv-00363-RMP; and

WHEREAS, at all times relevant, Paul Lebsock, David Betts and JC Anderson were employees of the City of Spokane; and

WHEREAS, all allegations made in the referenced lawsuit have to do with conduct while performing or in good faith purporting to perform their official duties and occurring solely because of the performance of Paul Lebsock's, David Betts's and JC Anderson's duties for the City of Spokane; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that Paul Lebsock, David Betts and JC Anderson shall be defended by attorneys for the City of Spokane in connection with the matters identified above and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s), with the possible exception of punitive damages. Applicable law limits prospective indemnification for punitive damage awards. The City Council of the City of Spokane may agree to indemnify an award for punitive damages if and when such award is made at trial or other proceeding.

Adopted _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

11/25/2019

Date Rec'd	11/12/2019
Clerk's File #	RES 2019-0107
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	SAM 6818	Project #	
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0500 INDEMNIFICATION RESOLUTION		

Agenda Wording

A resolution approving indemnification of City employees named as a defendants in Lonnie Tofsrud v. City of Spokane, et al., United States District Court, Eastern District of Washington, Cause No. 2:19-cv-00371-RMP.

Summary (Background)

Craig Meidl, Justin Lundgren and David Staben are named defendants in the above-referenced lawsuit. The allegations relate to the good faith performance of the employees' duties for the City of Spokane. The resolution provides for the defense of these individuals and any judgment rendered against them will be paid by the City or its insurance carrier(s). A determination of indemnity for punitive damages shall be made if such damages are awarded

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

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

Approvals	Council Notifications
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<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>	
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<u>Division Director</u>		<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	Distribution List
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<u>Legal</u>	PICCOLO, MIKE	sfaggiano@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	dstragier@spokanecity.org
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Additional Approvals	james.scott@ascrisk.com
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<u>Purchasing</u>	mormbsy@spokanecity.com
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Resolution Approving Indemnification
and
Defense of Employees of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, Lonnie Tofsrud has sued Craig Meidl, Justin Lundgren and David Staben, in both their official and individual capacity, as well as the Spokane Police Department, in U.S. District Court, Eastern District of Washington, Cause No. 2:19-cv-00371;

WHEREAS, at all times relevant, Craig Meidl, Justin Lundgren and David Staben were employees of the City of Spokane; and

WHEREAS, all allegations made in the referenced lawsuit have to do with conduct while performing or in good faith purporting to perform their official duties and occurring solely because of the performance of Craig Meidl, Justin Lundgren and David Staben's duties for the City of Spokane; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that Craig Meidl, Justin Lundgren and David Staben, shall be defended by attorneys for the City of Spokane in connection with the matters identified above and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s), with the possible exception of punitive damages. Applicable law limits prospective indemnification for punitive damage awards. The City Council of the City of Spokane may agree to indemnify an award for punitive damages if and when such award is made at trial or other proceedings.

Adopted _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

11/25/2019

Date Rec'd

10/21/2019

Clerk's File #

ORD C35845

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANCITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 ORDINANCE ENACTING THE PROVISIONS OF HB 1406

Agenda Wording

An ordinance imposing a sales and use tax, as a deduction from existing state sales and use tax collection, to fund investments in affordable and supportive housing; enacting a new chapter 08.07B;

Summary (Background)

The Washington State Legislature enacted SHB 1406 that authorizes cities that have enacted a qualifying local tax, such as the City of Spokane's 2016 housing levy under RCW 84.55.050, to impose a local sales and use tax of 0.0073 percent for up to twenty years. The City Council adopted Resolution 2019-0062 with the intention to adopt legislation to authorize the maximum capacity of the tax. This ordinance imposes the maximum local sales and use tax authorized.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

MCDANIEL, ADAM

Study Session

10/17/19

Division Director**Other****Finance**

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and amending section 08.07.040 of the Spokane Municipal Code.

Summary (Background)

This local sales and use tax will be credited against the state sales and use tax so that the total tax paid by the consumer will not increase

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35845

An ordinance imposing a sales and use tax, as a deduction from existing state sales and use tax collection, to fund investments in affordable and supportive housing; enacting a new chapter 08.07B; and amending section 08.07.040 of the Spokane Municipal Code.

WHEREAS, Spokane lacks enough housing which is affordable to households at all income types; and

WHEREAS, in Spokane, 47.7% of Spokane renters are cost-burdened and 20.3% of homeowners are cost-burdened, meaning that they pay more than thirty percent of their income on housing; and

WHEREAS, also, 22.1% of Spokane's renters are severely cost-burdened, and 7.5% of Spokane's homeowners are severely cost-burdened, meaning that they spend fifty percent or more of their income on housing; and

WHEREAS, housing cost burdens put households at risk of financial instability and greater risk of homelessness, as well as limiting a household's ability to save and achieve financial stability; and

WHEREAS, under the ALICE ("Asset Limited Income Constrained Employed") framework, the minimum household survival income for a family of four in Spokane (which includes housing, childcare, food, transportation and healthcare) is \$58,968, significantly greater than Spokane's median household income of \$46,523; and

WHEREAS, forty-five percent (45%) of Spokane's residents have incomes below the ALICE threshold; and

WHEREAS, while Spokane's median household income increased 13% from 2009 to 2017, the median resale home price in Spokane County increased by 41%, and the median apartment rent in Spokane County has increased by 53% during that same period; and

WHEREAS, thirty-eight percent (38%) of the households in the Spokane Metro Fair Market as established by HUD, are renters, and renting households in Spokane earn \$646 less per month than the amount required to pay the median rent in Spokane; and

WHEREAS, at the same time, the overall rental vacancy rate for all housing types remains at a historic low of 2.4%, while a 5% vacancy rate is considered a healthy vacancy rate in a competitive housing market; and

WHEREAS, according to the Washington State Department of Commerce ("Commerce"), a main driver of the recent increase in homelessness is rental increases

caused by the fact that the supply of rental housing is simply not keeping pace with demand; and

WHEREAS, in the recent 2019 Annual Point-in-Time Count of homeless people in Spokane County, a lack of affordable housing is the one of the top five cited reasons for homelessness; and

WHEREAS, according to Commerce’s 2015 Housing Needs Assessment, there are only five units of affordable housing per 100 households in the Spokane area earning between 50% - 80% AMI; and

WHEREAS, currently, 1,200 households are on the Spokane Housing Authority’s waitlist, which has been closed since 2016 and is expected to remain closed for two more years due to lack of supply, and on that list, the average wait to receive a housing voucher is three to five years; and

WHEREAS, the Joint Administration-Council 6-Year Strategic Plan includes as an essential goal protecting our most vulnerable by reducing homelessness and protecting other vulnerable populations in Spokane; and

WHEREAS, the Joint Administration-Council 6-Year Strategic Plan also includes as a goal to work collaboratively with regional partners, increase affordable housing and increase housing quality and diversity; and

WHEREAS, the vision of the City of Spokane Comprehensive Plan Housing chapter includes “affordable housing of all types will be available to all community residents in an environment that is safe, clean, and healthy” “keeping housing affordable”, “encouraging home ownership”, “developing a good mix of housing types”, and “encouraging housing for the low-income and homeless throughout the entire city”; and

WHEREAS, the City of Spokane Comprehensive Plan’s goal for housing choice and diversity is to “provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents”; and

WHEREAS, the City of Spokane Comprehensive Plan policy H 1.7 is to “promote socioeconomic integration throughout the city”, based on a finding that the lack of “...housing affordability acts as a barrier to integration of all socioeconomic groups throughout the community”; and

WHEREAS, the City of Spokane Comprehensive Plan policy H 1.9 is to “encourage mixed income developments throughout the city” because “mixed income housing provides socio-economic diversity that enhances community stability and ensure that low-income households are not isolated in concentrations of poverty”; and

WHEREAS, the City of Spokane Comprehensive Plan policy H 1.12 is to “support the development of affordable housing development funding sources”; and

WHEREAS, stable housing increases student achievement and graduation rates, reduces risk factors for child abuse and neglect, improves health outcomes and access to medical care for the entire family, improves outcomes for survivors of domestic violence, and generally improves the economic stability of low-income households;

WHEREAS, Spokane area housing developers identified a lack of gap funding as a barrier to producing more housing options for Spokane residents; and

WHEREAS, existing sources of funding for affordable housing and permanent supportive housing are insufficient to meet the needs of all individuals and families experiencing housing cost burden, displacement, and homelessness in Spokane; and

WHEREAS, investments in affordable housing provide access to opportunity for low wage workers and their families, increase mobility from poverty, and foster inclusive communities accessible to all; and

WHEREAS, investing in permanent supportive housing is a proven, cost-effective, and humane solution to provide stability, security, and access to critical health and social services for people exiting homelessness; and

WHEREAS, the City of Spokane recognizes the urgent need to increase investments in the production, preservation, and ongoing operation and maintenance of affordable housing and permanent supportive housing; and

WHEREAS, during the 2019 session, the Washington State Legislature enacted SHB 1406 (published as Chapter 338, Laws of 2019) that authorizes cities that have enacted a qualifying local tax, such as the City of Spokane’s 2016 housing levy under RCW 84.55.050, to impose a local sales and use tax of 0.0073 percent for up to twenty years; and

WHEREAS, the local sales and use tax will be credited against the state sales and use tax so that the total tax paid by the consumer will not increase; and

WHEREAS, the local sales and use tax revenue shall be spent on acquiring, rehabilitating, or constructing affordable housing or supportive housing for individuals at or below sixty percent (60%) of the Spokane AMI, and for other related expenditures as authorized by Chapter 338, Laws of 2019; and

WHEREAS, Chapter 338, Laws of 2019 authorizes the City of Spokane to issue general obligation or revenue bonds for up to twenty years in duration to carry out the purposes of the legislation and to pledge the revenue collected by the local sales and use tax to repay the bonds; and

WHEREAS, the City Council, in accordance with Chapter 338, Laws of 2019, has adopted a resolution of intent (RES 2019-0062, (July 29, 2019)), to adopt legislation to authorize the maximum capacity of the tax within six months of the effective date of Chapter 338, Laws of 2019; and

WHEREAS, the City of Spokane intends to impose the maximum local sales and use tax authorized under Chapter 338, Laws of 2019, to provide urgently-needed funding to address the affordable housing crisis in our community.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section 1. That there is enacted a new Chapter 08.07B of the Spokane Municipal Code to read as follows:

Chapter 08.07B Sales and Use Tax for Affordable and Supportive Housing
Section 08.07B.010 Imposition of Tax; Deduction from Amount Collected by the State Department of Revenue

- A. There is imposed a sales and use tax, as the case may be, as authorized by Chapter 338, Laws of 2019, which shall be codified in chapter 82.14 RCW, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to chapter 82.08 and 82.12 RCW.
- B. The rate of the tax imposed by this section shall be 0.0073 percent of the selling price or value of the article used, as the case may be.
- C. The tax imposed under this section shall be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under chapter 82.08 or 82.12 RCW. Under subsection 1(3) of Chapter 338, Laws of 2019, the Department of Revenue will perform the collection of such taxes on behalf of The City of Spokane at no cost to the City.
- D. Under subsections 1(4) and 1(5) of Chapter 338, Laws of 2019, the Department of Revenue will calculate the maximum amount of tax distributions for The City of Spokane based on the taxable retail sales in the City in state fiscal year 2019, and the tax imposed under this section will cease to be distributed to the City of Spokane for the remainder of any state fiscal year in which the amount of tax exceeds the maximum amount of tax distributions for the City as properly calculated by the Department of Revenue. Distributions to The City of Spokane that have ceased during a state fiscal year shall resume at the beginning of the next state fiscal year.

Section 08.07B.020 Purposes

- A. The City may use the moneys collected by the tax imposed under SMC 08.07B.010 or bonds issued under subsection 1(9) of Chapter 338, Laws of 2019 only for the following purposes and in accordance with Chapter 338, Laws of 2019:
 - 1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or
 - 2. Funding the operations and maintenance costs of new units of affordable or supportive housing.
- B. The housing and services provided under this section may only be provided to persons whose income is at or below 60 percent (60%) of the median income of the City.
- C. In determining the use of funds under this section, the City must consider the income of the individuals and families to be served, the leveraging of the resources made available by the tax collected under SMC 08.07B.010, and the housing needs in Spokane.

Section 08.07B.030 Reporting

The City's Chief Financial Officer or designee shall report annually to the Washington State Department of Commerce, in accordance with the Department's rules, on the collection and use of the revenue from the tax imposed under SMC 08.07B.010.

Section 08.07B.040 Sunset

In accordance with subsection 1(12) of Chapter 338, Laws of 2019, the tax imposed by the City under SMC 08.07B.010 will expire 20 years after the date on which the tax is first imposed. Beginning three years before the expiration date, the City's Chief Financial Officer or designee shall provide notice to the City Council and the Mayor of the expiration date of the tax each year, and shall also promptly notify the City Council and Mayor of any changes to the expiration date.

Section 2. That Section 08.07.040 of the Spokane Municipal Code is amended as follows:

Section 08.07.040 Collection and Administration

- A. The local sales and use tax is collected by the state department of revenue under a contract with the City which provides for a deduction by the department of a percentage, not to exceed two percent of the tax collected, for its expenses.

B. Whenever there is in effect a sales and use tax imposed by the County of Spokane pursuant to RCW 82.14.030(2), there is payable to the County from the City's tax revenues fifteen percent of the County's tax rate.

C. The administration and collection of the tax imposed by Chapter 08.07B, SMC shall be in accordance with the provisions of RCW 82.14.050 and Chapter 338, Laws of 2019.

Section 3. That the City's Chief Financial Officer is authorized to provide any necessary notice to the Washington Department of Revenue to effectuate the tax enacted by this ordinance and to execute, for and on behalf of the City of Spokane, any necessary agreement(s) with the Washington Department of Revenue for the collection and administration of the tax enacted by this ordinance.

Section 4. That any notice given or agreement(s) executed by the City's Chief Financial Officer as authorized by Section 4 of this ordinance prior to the effective date of this ordinance is/are hereby ratified and confirmed.

Section 5. That Sections 1 through 3 of this ordinance shall take effect on _____.

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:**

11/25/2019

Date Rec'd

11/6/2019

Clerk's File #

ORD C35846

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BREEAN BEGGS 6714

Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

0320 THERAPEUTIC COURTS ORDINANCE

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An ordinance codifying the Spokane Municipal Court's establishment of the Spokane Municipal Community Court, Spokane Veterans Court, and Spokane Municipal DUI Court as permanent programs of the Municipal Court.

Summary (Background)

Codifies the City of Spokane's therapeutic courts, including Community Court, Veteran's Court and DUI Court by enacting a new Chapter 05A.18 of the Spokane Municipal Code.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

MCCLATCHEY, BRIAN

Division Director**Council Notifications****Study Session****Other**

11/4 PSCH Committee

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

tsanders@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mlogan@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO. C35846

An ordinance codifying the Spokane Municipal Court's establishment of the Spokane Municipal Community Court, Spokane Veterans Court, and Spokane Municipal DUI Court as permanent programs of the Municipal Court; enacting a new Chapter 05A.18 of the Spokane Municipal Code, entitled "Problem Solving Therapeutic Courts".

WHEREAS, state law not only allows, but encourages, all trial courts, including the Municipal Court, to form therapeutic courts, one type of which is exemplified by the Spokane community court, pursuant to RCW 2.30.030; and

WHEREAS, the Spokane Municipal Court established a community court program in 2013 with a grant from a Community Court grant in a joint effort of the Center for Court Innovation (CCI) and the U.S. Department of Justice's Bureau of Justice Assistance (BJA) to advance community justice by supporting the creation and enhancement of community courts and restoring public confidence in justice; and

WHEREAS, this "problem-solving therapeutic court" has had significant success in its work in the Downtown Core; and

WHEREAS, the success of the Community Court depends upon the voluntary work and interaction between defendants, court personnel, law enforcement, service providers and community organizations; and

WHEREAS, the Spokane Municipal Court established a Veterans Court program which has operated since 2012, modeled after the Spokane County Veteran's Therapeutic Court; and

WHEREAS, this "problem-solving therapeutic court" has had significant success in its work with Veterans; and

WHEREAS, the success of the Veteran's Court depends upon the voluntary work and interaction between defendants, court personnel, and Veterans Assistance; and

WHEREAS, the Spokane Municipal Court established a Driving Under the Influence ("DUI") Court program since 2018, subsequently funded by a Washington Traffic Safety Commission grant; and

WHEREAS, this "problem-solving therapeutic court" has had significant success in its work with DUI offenders; and

WHEREAS, the success of the DUI Court depends upon the voluntary work and interaction between defendants, court personnel, law enforcement, and treatment providers; and

WHEREAS, the City Council recognizes the history of success and the ongoing potential of the Community Court, Veteran's Court, and DUI Court to continue the transformation of the Spokane municipal justice system from the traditional punitive model to a therapeutic/problem solving model, resulting in superior justice outcomes for the offender and the community and therefore wishes to codify the framework in order to preserve the Community Court, Veteran's Court, and DUI Court structures as permanent components of our Municipal Court services into the future.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new Chapter 05A.035 of the Spokane Municipal Code to read as follows:

Chapter 05A.18 Spokane Municipal Therapeutic Courts

Section 05A.18.010 Purpose and Intent

Pursuant to, and as authorized by RCW 2.30.010 the legislature recognizes the inherent authority of the judiciary under Article IV, Section 1 of the Washington State Constitution to establish therapeutic courts.

It is the purpose of this ordinance to codify the Spokane Municipal Court's previous establishment of its various therapeutic/problem solving courts, with the intent of supporting the Court's and City of Spokane's ongoing criminal justice reform efforts; including the best practices implementation of nationally recognized programs, evidence based sentencing, reduction in misdemeanor incarceration via the focused use of jail alternatives, evidenced based behavioral change programming, the use of advanced information system technologies to define, structure, and measure outcomes, and partnerships with community based social service resources.

Section 05A.18.020 Therapeutic Court Established

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Community Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the community court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Veterans Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Veterans Court Core Team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a DUI Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DUI Court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Washington Traffic Safety Commission.

Section 05A.18.030 Budgetary Support

Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs.

Section 2. That there is enacted a new section 05A.011.005 of the Spokane Municipal Code to read as follows:

Section 05A.11.005 Sentencing Policy of the City of Spokane

The City of Spokane Office of the City Attorney and the Municipal Court shall pursue sentences and dispositions that are most likely to protect crime victims and other community members from future recidivism of the person sentenced by the Municipal Court. This sentencing could include the criminogenic needs, responsivity and threat of the person sentenced. The sentencing and supervision through Probation could include the use of evidence based psychological instruments and data regarding disposition alternatives.

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:**

11/25/2019

Date Rec'd

11/11/2019

Clerk's File #

OPR 2019-1029

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BREEAN BEGGS 6714

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HALLERS@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Agenda Item Name

0320 - 2020 LODGING TAX ADVISORY COMMITTEE (LTAC) ALLOCATION

Agenda Wording

This action finalizes allocation of 2020 LTAC funds as recommended by the City of Spokane's LTAC Committee. 2020's allocation amount was set at \$123,467.

Summary (Background)

The LTAC is designed to promote tourism, facility usage, cultural activities and growth. Pursuant to RCW 67.28.1817, Spokane's LTAC grant funding is derived from the City's share of lodging (hotel) sales taxes (bed/head nights). The grant money comes from the City's share of taxes on overnight stays within City limits. The LTAC Committee reviews grant applications and recommends to the City Council which applicants should receive funding.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$ 123,467

1590253005730054201

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

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

11/18 Finance

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

2020 Lodging Tax Allocation Recommendations

City of Spokane
Lodging Tax Advisory Committee

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Committee Overview

- Designed to promote tourism, facility usage, cultural activities and growth
- Grant funding is derived from the City's share of lodging (hotel) sales taxes (bed/head nights)
- Committee reviews grant applications and recommends to the City Council with applicants should receive funding
- 2020 allocation amount \$123,467

Committee Membership

- Spokane City Council Member Breean Beggs
- Dan Zimmerer, Davenport Hotels
- Dean Feldmeier, Hilton DoubleTree Spokane
- Marshall Powell, Elkfest
- Jamie Rand, Visit Spokane

2020 Grant Applications and Allocation

Group/Event	Request	Final Allocation
Jason Crawford Memorial Youth Wrestling Tournament	\$18,950	\$13,867
Bloomsday	\$20,000	\$14,000
Museum of Arts and Culture	\$25,000	\$18,000
Spokane Sports Commmission	\$50,000	\$30,000
Gathering at the Falls	\$10,000	\$8,000
Pig Out in the Park	\$5,000	\$5,000
EWU - Get Lit! Festival	\$15,000	\$8,000
Spokane Symphony Holiday Bliss Concert Series	\$12,000	\$9,000
Spokane Lilac Festival	\$17,500	\$10,600
Northwest Bach Festival	\$18,000	\$7,000
Visit Washington	\$3,000+	\$0
TOTALS	\$194,450+	\$123,467

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

10/21/2019

Date Rec'd

10/9/2019

Clerk's File #

FIN 2019-0001

Renews #Submitting Dept

FINANCE & ADMIN

Contact Name/Phone

PAUL INGIOSI 625-6061

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PINGIOSI@SPOKANECITY.ORG

Agenda Item Type

Hearings

Agenda Item Name

0410 - SET BUDGET HEARINGS

Cross Ref #Project #Bid #Requisition #Agenda Wording

Setting the Hearings for review of the 2020 Proposed Budget beginning Monday, November 4, 2019 and continuing thereafter at the regular Council meetings through December 2, 2019.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the 2020 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on November 4, 2019 and are currently scheduled to continue each Monday through December 2, 2019. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

BROWN, SKYLER

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HUGHES, MICHELLE

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Additional ApprovalsPurchasing