

**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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.

- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 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 (3) minutes to present their 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 there to 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, DECEMBER 16, 2019

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

**COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|--|----------------|------------------------------|
| 1. | Value Blanket Order Renewal for purchase of traffic signal standards and luminaire standards—\$343,000.
Gerald Okihara | Approve | OPR 2015-0923 |
| 2. | Contract Amendments with Pacifica Law Group (Seattle, WA) to increase funding for outside special counsel to provide legal services and advice to the City regarding the matters of: | Approve
All | |
| | a. Dahl v. City of Spokane, et. al—increase of \$50,000. Total Contract Amount \$100,000. | | OPR 2019-0627 |
| | b. Ham v. City of Spokane, et. al—increase of \$50,000. Total Contract Amount \$100,000.
Michael Ormsby | | OPR 2019-0628 |
| 3. | Contract Renewal with Access Information Protected (Spokane, WA) for off-site storage and retrieval services for various City departments for January 1, 2020, through December 31, 2020—estimated costs \$52,000.
Laurie Farnsworth | Approve | OPR 2015-1063
RFP 4183-15 |

- | | | | |
|-----|--|------------------------------------|---------------------------------|
| 4. | Administrative Reserve Increase for the CSO Basin 26 Control Facility project—increase of \$2,000,000. Total Contract Amount \$33,266,792.90.
Mark Serbousek | Approve | OPR 2013-0003
ENG 2010088 |
| 5. | Construction Agreement Amendment with WSDOT to provide for the construction of a replacement water line on the new Trent Avenue Bridge—\$83,691.
Louis Meuler | Approve | OPR 2019-0693 |
| 6. | Contract with American Recycling Corporation (Spokane Valley, WA) for the sale of metals collected from the Waste to Energy Facility ash and scrap metals from the tipping floor from January 1, 2020 through December 31, 2020—anticipated revenue of \$300,000.
Chris Averyt | Approve | OPR 2019-1093
RFP 5176-19 |
| 7. | Contract with BrandSafway Services, LLC. (Pasco, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2020 through January 31, 2021—annual cost \$100,000 (incl. tax).
Chris Averyt | Approve | OPR 2019-1094
PW ITB 5130-19 |
| 8. | Five-year Contract with Axon Enterprises to update body cameras and tasers to Body Camera 3 and Taser 7, utilizing NASPO Cooperative contract #OK-MA-145-015—\$2,804,784.06.
Kevin King | Approve | OPR 2019-1095
OK-MA-145-015 |
| 9. | New five-year Memorandum of Understanding with Spokane Arts Fund and Arts Commission regarding art services from January 1, 2020 through December 31, 2024—\$338,540 in 2020.
Carly Cortright | Approve | OPR 2019-1096 |
| 10. | Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| | 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 \$_____. | | CPR 2019-0002 |
| | b. Payroll claims of previously approved obligations through_____, 2019: \$_____. | | CPR 2019-0003 |
| 11. | 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)

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

- ORD C35871 Transportation Benefit District Fund
FROM: Undesignated Reserves, \$1,700,000;
TO: Various Accounts, same amount.
- (This action allows funding for projects coming in over engineer's estimates and budgeting shortfalls.)
Scott Simmons
- ORD C35872 Code Enforcement Fund
FROM: IF Other General Government Services, \$75,000;
TO: Various Accounts, same amount.
- (This action budgets for the increase in cleanup costs related to illegal camping.)
Kris Becker
- ORD C35873 Solid Waste Fund
FROM: Undesignated Reserves, \$500,000;
TO: Various Accounts, same amount.
- (This action budgets for the increase in Solid Waste complaints and cleanup costs related to illegal encampments.)
Kris Becker
- ORD C35874 Police Fund - Academy
FROM: Sale of Recycling Materials, \$14,130;
TO: Various Accounts, same amount.
- (This action budgets for ordering and purchasing police equipment and supplies.)
Jacqui Macconnell
- ORD C35875 General Fund
FROM: Undesignated Reserves, \$73,000;
TO: Operating Transfer to Intermodal Fund, same amount.

and

Intermodal Fund

FROM: General Fund, \$73,000 and
Space/Facility Lease, \$77,000;
TO: Building Repairs/Maintenance, \$150,000.

(This action budgets for costs arising from increased maintenance and security costs at the Intermodal Facility.)

Dave Steele

NO EMERGENCY ORDINANCES**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2019-0116** Setting hearing before City Council for January 27, 2020, for the vacation of Riverside Avenue between the west line of Grant Street and the west line of lot 10 of the Plat of Railroad addition, as requested by City of Spokane staff.
Eldon Brown
- RES 2019-0117** Setting hearing before City Council for January 27, 2020, for the vacation of the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, as requested by Dat Nguyen.
Eldon Brown
- RES 2019-0118** Setting hearing before City Council for January 27, 2020, for the vacation of the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, as requested by a petition representing 100% of the abutting property owners.
Eldon Brown
- ORD C35836** Granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance). (First Reading held on November 11, 2019, Agenda)
Council President Stuckart
- ORD C35857** Adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage. (Deferred from December 2, 2019, Agenda)
Paul Ingiosi
- ORD C35862** Relating to the Salary Review Commission; amending SMC sections 2.05.020, 2.05.030, 2.05.040 and 2.05.050.
Council Member Kinnear

- ORD C35863 Relating to arterial streets; changing Section 12.08.040 of the Spokane Municipal Code.
Inga Note
- ORD C35864 Relating to the Pretreatment requirements; amending SMC Section 13.03A.0204 of the Spokane Municipal Code; and setting an effective date.
Angela Tagnani
- ORD C35870 Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.
Council Member Burke

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARING

(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 Purchase and Sale Agreement with Gonzaga Haven LLC for the sale of surplus property (North Foothills Triangle) originally acquired for public utility purposes. Approve OPR 2019-1100
Dave Steele

Motion to Approve Advance Agenda for December 16, 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 December 16, 2019, Regular Legislative Session of the City Council is adjourned to January 6, 2020.

NOTES

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

12/16/2019

<u>Date Rec'd</u>	12/5/2019
<u>Clerk's File #</u>	OPR 2015-0923
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2020 BUDGET

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	GERALD OKIHARA 232-8842
<u>Contact E-Mail</u>	EOKIHARA@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1100-STREET VALUE BLANKET ORDER RENEWAL FOR TRAFFIC SIGNAL AND LUMINAIRE

Agenda Wording

Value Blanket Order Renewal for purchase of traffic signal standards and luminaire standards.

Summary (Background)

This will renew the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year. The last year of renewal on the contract expires 12/31/2019. This extension allows the ordering of signal and luminaire standards up to a cumulative amount of \$343,000 including tax for 2020.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 343,000.00	# Various
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>	FEIST, MARLENE	<u>Other</u> PIE 12/16/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	charris@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	eraea@spokanecity.org
<u>Additional Approvals</u>		gokihara@spokanecity.org
<u>Purchasing</u>		publicworksaccounting@spokanecity.org

Briefing Paper

Public Infrastructure & Environmental Sustainability Committee

Division & Department:	Public Works / Street Department
Subject:	Value Blanket Order Renewal for Traffic Signal Standards and Luminaire Standards
Date:	11/26/2019
Contact (email & phone):	gokihara@spokanecity.org 232-8842
City Council Sponsor:	
Executive Sponsor:	Clint Harris
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
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)	6 year Street Plan
Strategic Initiative:	
Deadline:	Current Contract expires 12/31/2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the contract extension with Valmont Industries, Inc.
<u>Background/History:</u>	
This is the fourth of a 4 year extension of this contract with Valmont Industries.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> Renews the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year. The last year of renewal on the contract. Allows the ordering of signal and luminaire standards up to a cumulative amount of \$343,000 including tax for 2020. Signal Standards are paid for by project dollars or street maintenance dollars already budgeted. 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" 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:**

12/16/2019

<u>Date Rec'd</u>	12/4/2019
<u>Clerk's File #</u>	OPR 2019-0627
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	PAID BY CLAIMS

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	SAM FAGGIANO 6818
<u>Contact E-Mail</u>	SFAGGIANOSPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

Pacifica Law Group was retained to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of DAHL v. CITY OF SPOKANE, ET. AL.

Summary (Background)

City Legal previously communicated the retention of this firm to City Council when the initial contract was signed. Additional funds are necessary. This amendment will add \$50,000 for a contract total of \$100,000.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 50,000.00	# 0000 0000 0000 00000
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u> 12/9/19
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	greg.wong@pacificalawgroup.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	sfaggiano@spokanecity.org
Additional Approvals		dstraiger@spokanecity.org
<u>Purchasing</u>		sdhansen@spokanecity.org
<u>RISK MANAGEMENT</u>	STOPHER, SALLY	james.scott@ascrisk.com



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of DAHL v. CITY OF SPOKANE, consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary, 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 original Contract dated July 26, 2019 and August 8, 2019, 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 upon signature by both parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

PACIFICA LAW GROUP

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

19-225



Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/4/2019
Clerk's File #	OPR 2019-0628
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID BY CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SAM FAGGIANO 6818
Contact E-Mail	SFAGGIANOSPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500 SPECIAL COUNSEL AMENDMENT

Agenda Wording

Pacifica Law Group was retained to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of HAM v. CITY OF SPOKANE, ET. AL.

Summary (Background)

City Legal previously communicated the retention of this firm to City Council when the initial contract was signed. Additional funds are necessary. This amendment will add \$50,000 for a contract total of \$100,000.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	50,000.00		#	0000 0000 0000 00000
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		PICCOLO, MIKE		<u>Study Session</u>	12/9/19
<u>Division Director</u>				<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		greg.wong@pacificalawgroup.com	
<u>For the Mayor</u>		ORMSBY, MICHAEL		sfaggiano@spokanecity.org	
<u>Additional Approvals</u>				dstraiger@spokanecity.org	
<u>Purchasing</u>				sdhansen@spokanecity.org	
<u>RISK MANAGEMENT</u>		STOPHER, SALLY		james.scott@ascrisk.com	



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of HAM v. CITY OF SPOKANE, consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary, 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 original Contract dated July 26, 2019 and August 8, 2019, 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 upon signature by both parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

PACIFICA LAW GROUP

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:**

12/16/2019

Date Rec'd

12/4/2019

Clerk's File #

OPR 2015-1063

Renews #**Submitting Dept**

CITY CLERK

Contact Name/Phone

TERRI PFISTER 625-6350

Contact E-Mail

TPFISTER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0260 CONTRACT WITH ACCESS INFORMATION PROTECTED

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

RFP 4183-15

Requisition #

2020 CR

Agenda Wording

Contract Renewal with Access Information Protected (Spokane, WA) for off-site storage and retrieval services for various City departments for January 1, 2020, through December 31, 2020-estimated costs \$52,000.

Summary (Background)

The City went through an RFP (#4183-15) process in November 2015 and the review committee selected Northwest Vital Records. The City entered into a three-year contract with the option for two one-year renewals. This is the second of the two renewals. Northwest Vital Records changed its name to Access at the beginning of 2019. Access tracks everything by cubic feet rather than by box and actual box size is converted to cubic footage, instead of check, small, large, etc. The City's total cubic

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ \$52,000

0260 32100 14230 54201

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

PFISTER, TERRI

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

Finance - 12/16/19

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Dan.Mouchett@accesscorp.com

For the Mayor

ORMSBY, MICHAEL

swillaims@spokanecity.org

Additional Approvals

lfarnsworth@spokanecity.org

Purchasing

WAHL, CONNIE



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

footage is approximately 26,000 cubic feet (approx. 21,700 boxes). Access has requested a fee increase of .0083 per cubic feet per box, based on 1.2 cubic feet for the check and small boxes and 2.4 cubic feet for the large boxes. The estimated monthly increase would be \$216.68 a month or \$2,600.16 annually. Estimated contract renewal for 2020: \$52,000 (approx. increase of \$2,600 over previous year).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Sustainable Resources Committee

Division & Department:	City Clerk
Subject:	Contract Extension with Access Information Protected (Spokane, WA) for off-site records storage and retrieval services for City departments from January 1, 2020, through December 31, 2020-estimated \$52,000.
Date:	December 16, 2019
Author (email & phone):	Terri Pfister, tpfister@spokanecity.org , 625-6354
City Council Sponsor:	
Executive Sponsor:	City Attorney Mike Ormsby
Committee(s) Impacted:	Sustainability Committee
Type of Agenda item:	X Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources
Deadline:	Current one-year extension expires on December 31, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Contract allows City departments to store records offsite and allows for retrieval and destruction services for those records.
Background/History: The City went through and RFP (#4183-15) process in November 2015 and the review committee selected Northwest Vital Records. The City entered into a three-year contract (\$50,000/year or total of \$150,000), with the option for two one-year renewals. This is the second of the two renewal options. Northwest Vital Records changed its name to Access at the beginning of 2019.	
Executive Summary: Access tracks everything by cubic feet rather than by box and actual box size is converted to cubic footage, instead of check, small, large, etc. The City's total cubic footage is approximately 26,000 cubic feet (approx. 21,700 boxes). Access has requested a fee increase of .0083 per cubic feet per box, based on 1.2 cubic feet for the check and small boxes and 2.4 cubic feet for the large boxes. The estimated monthly increase would be \$216.68 a month or \$2,600.16 annually. Estimated contract renewal for 2020: \$52,000 (approx. increase of \$2,600 over previous year).	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (for 2020) Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT RENEWAL 2 OF 2

Title: OFFSITE RECORDS STORAGE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACCESS INFORMATION PROTECTED**, whose address is 124 South Wall Street, Spokane, Washington 99210 as ("Access"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Access shall provide offsite records storage, indexing, pickup and delivery of boxes, maps, files, books and film, and record destruction for the City; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated February 1, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2020 and shall run through December 31, 2020.

3. COMPENSATION.

The City shall pay Access, an estimated annual amount of **FIFTY TWO THOUSAND AND 00/100 (\$52,000.00)** for everything furnished and done under this Contract Renewal in accordance the 2020 City of Spokane Fee Schedule attached as Attachment A. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

ACCESS INFORMATION PROTECTED

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:

2020 City of Spokane Fee Schedule

ATTACHMENT A

2020 CITY OF SPOKANE FEE SCHEDULE

• Check Boxes: 18.5" x 13.25" x 5.5"	\$0.004158 per day, per cubic foot
• Letter Boxes: 24" x 12" x 10"	\$0.004433 per day, per cubic foot
• Standard Boxes: 15" x 12" x 10"	\$0.004433 per day, per cubic foot
• Map Case	\$5.60 each, per month (5-drawer map file case)
• Fax charge for Transmitting Item(s)	\$0.25 per item
• Printed copy of the Database at termination of contract	\$0.10 per page
• Electronic copy of Database at termination of contract	\$100.00
• Additional Services or Special Projects using Warehouse Labor	\$15.00 per hour, per person
• Additional Services or Special Projects using Clerical labor or research	\$15.00 per hour, per person
• Box Retrieval/Item	\$1.00 per box or file
• Re-file Box or File	\$1.00 per box or file

Transport and Delivery Charges:

- Standard Delivery Rate is \$4.75 per delivery of up to 100 standard size boxes or the equivalent.
- Maximum number of items in the base rate is 100 standard size boxes or the equivalent.
- The charge over the maximum number shall be \$4.75 for the next 100 standard size boxes or the equivalent.
- Special Delivery (non-scheduled delivery made within two hours of order Monday through Friday unless otherwise arranged) base rate is \$5.00 per delivery.
- Emergency Delivery (non-scheduled deliveries made within one hour of order Monday through Friday unless otherwise arranged) base rate is \$10.00 per delivery.
- There is no charge for pick-up, only for delivery.

Other:

There shall be no permanent removal fee associated with the closing of the City's account.

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

12/16/2019

Date Rec'd

12/2/2019

Clerk's File #

OPR 2013-0003

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

MARK 625-6154

Contact E-Mail

MMSERBOUSEK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370-CSO 26 ADMINISTRATIVE RESERVE INCREASE

Cross Ref #**Project #**

2010088

Bid #**Requisition #**

BT

Agenda Wording

Administrative Reserve Increase for the CSO Basin 26 Control Facility project.

Summary (Background)

The CSO 26 Control Facility is a 2.1 MG tank that will control overflows from the downtown core. The tank is the most complex tank in the system and is being constructed at an extremely challenging site bounded by the Downtown Library, Avista lower falls hydropower facility, the Monroe Street Bridge, and two high voltage duct banks that provide electrical service to much of downtown. This increase in administrative reserve funds of \$2,000,000.00 is to complete the additional work and to resolve

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 2,000,000.00

4250 43416 94350 56501 10026

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

UE 12/9/19

Distribution List

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

mmserbousek@spokanecity.org

htrautman@spokanecity.org

aduffey@spokanecity.org

ktwohig@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

any other issues as outlined in the briefing paper.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Engineering Services
Subject:	CSO 26 Administrative Reserve Increase
Date:	12/9/19
Contact (email & phone):	Mark Serbousek mmserbousek@spokanecity.org 625-6154
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES/Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street/utility plan and the CSO reduction program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.

Background/History:

The CSO 26 Control Facility is a 2.1 MG tank that will control overflows from the downtown core. The tank is the most complex tank in the system and is being constructed at an extremely challenging site bounded by the Downtown Library, Avista lower falls hydropower facility, the Monroe Street Bridge, and two high voltage duct banks that provide electrical service to much of downtown.

Several unknown conditions underground as well as additional scope items have used up the administrative reserve on the project.

Engineering Services is requesting an additional \$2,000,000 to complete the additional work and preserve some administrative reserve funds to resolve any other issues.

Executive Summary:

The CSO 26 Control Facility has experience several unknown conditions and added scope throughout the first two years of construction. Differing site conditions, added scope, and underground conflicts have used up much of the administrative reserve on the project. The following are examples of these issues:

- *Shoring installation in poor soils required drilling every tie-back two times (instead of once) due to uncompacted fill material beneath Spokane Falls Blvd. and the library. This effort overran the shoring projection by \$663,437.*
- *Nordstrom had an undocumented sewer connection directly to the sewer interceptor, this line was damaged by the FCC shoring installation and had to be bypasses for 2 months prior to being able to restore the connection. The total for this unknown cost is ~\$85,000.*
- *The intersection work in Monroe/Lincoln/Spokane Falls Blvd (aka The Hairball) was not included in the original scope. Paving, catch basin replacements, STA's stop at the Lincoln Statue, STA's contra lane, and trolley tie removal in Monroe total cost is ~\$450,000.*
- *The plaza design was ongoing (~60%) at the time of contract and had to be bid later with a projection for the cost in the contract. The low bid came in above the projected allowance by \$909,000.*

- The flow control chamber in Lincoln St. presented several unanticipated challenges. Avista has 2 high voltage duct banks in Lincoln St. The 13.2 KV bank was closer to the 115KV duct bank than shown on the plans, locates, and Avista's asbuilts. This resulted in the project needing to relocate the 13.2KV bank to make room for shoring installation. Also, the 115KV duct bank has to be suspended inside our shoring system during construction and backfilled with CDF. Finally, rock profiles in the area were different than anticipated as we were not able to do much geotechnical exploration because of the duct banks. Additional rock excavation, of very blue basalt, resulted in extra drilling costs. The total of all of these issues is ~\$1,000,000.
- Payments have been issued to date for \$31,266,78.89 including tax. The authorized budget with administrative reserve is \$33,266,792.90.
- An additional \$2,000,000 is being requested to complete the project.

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:

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

12/16/2019

Date Rec'd

12/3/2019

Clerk's File #

OPR 2019-0693

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Contact Name/Phone

LOUIS MEULER 625-6096

Contact E-Mail

LMEULER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4250 - AMENDMENT TO WSDOT TRENT BRIDGE WATER LINE REPLACEMENT

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

Amendment to Construction Agreement with WSDOT that provides for the construction of a replacement water line on the new Trent Avenue Bridge. This amendment changes the revenue and expense of the contract.

Summary (Background)

The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line; as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Revenue \$ 83,691

4100-47110-34141-53201-99999

Expense \$ 83,691

4100-47110-99999-34389-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

MILLER, KATHERINE E

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIES 8/26/19

Distribution List

lmeuler@spokanecity.org

jsakamoto@spokanecity.org

aalbinmoore@spokanecity.org

lsearl@spokanecity.org

jsaywers@spokanecity.org

smsimmons@spokanecity.org

kmiller@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

sbishop@spokanecity.org

**UTILITY AGREEMENT NUMBER UTB 1370
AMENDMENT NO. 1**

This Amendment No. 1 is made and entered into between Washington State Department of Transportation, hereafter the “WSDOT,” and the City of Spokane, hereinafter referred to as “Utility,” hereinafter to be referred to individually as the “Party” and collectively as the “Parties.”

Recitals

1. The Parties previously entered into Utility Construction Agreement, UTB 1370 (Agreement), on September 25, 2019, which provided for the reimbursement of costs to the Utility for the inspection and pay items of the Utility water line as part of WSDOT’s Project, SR 290.
2. Since the cost of installing the water is the responsibility of WSDOT and paid for by items in the contract, exhibit B cost estimate should not have included those items and only should include inspection.
3. The Parties desire to amend the Agreement in accordance with Section 6.5, to revise Exhibit A Special Provision and Exhibit B Estimate to only show the cost of inspection. .

Now Therefore, pursuant to chapter 47.44 RCW, the above recitals and Exhibits that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in or attached hereto and by this reference made a part of this Agreement:

It Is Mutually Agreed As Follows:

1. Exhibit A of the Agreement is hereby replaced in its entirety with Exhibit A-1.
2. Exhibit B of the Agreement is hereby replaced in its entirety with Exhibit B-1
3. The amount payable under the Agreement is hereby decreased by Seven Hundred Sixty Eight Thousand Five Hundred Nine Dollars (\$768,509), the cost of inspection of the water, to Eighty Three Thousand Six Hundred Ninety One Dollars (\$83,691).
4. All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

City of Spokane

By: _____

By: _____

Print Name: Mike Gribner, P.E.

Print Name: _____

Date: _____

Date: _____

Title: Region Administrator

Title: _____

APPROVED AS TO FORM

By: _____

City of Spokane Attorney

Date: _____

UTB 1370
Exhibit A-1
Special Provisions

Scope of Work

The Scope of Work is for the Utility to provide inspection of the installation of approximately 1250 linear feet of 8-inch ductile iron mechanically restrained water main, approximately 72 linear feet of 12-inch ductile iron mechanically restrained water main, 35 linear feet of 4-inch ductile iron mechanically restrained water main, two (2) 8" pipe expansion joints, two (2) 2-inch air valves, four (4) 4-inch blow-off assemblies, two (2) City of Spokane Type 2 drywells and four (4) 8-inch MJ x MJ resilient seat valve assemblies along with all requires bends, tees and appurtenances on the proposed Trent Bridge structure by pipe hangers, laying through the bridge abutment and under the approach slabs in accordance with the plans and specifications.

UTILITY RESPONSIBILITIES

1. The Utility will provide Inspection for the Utility owned water main and related appurtenance installation and will complete the physical connection to the existing water system to include any additional work outside of the project limits shown on the plans.
2. The Utility will provide all tools, labor, equipment, and materials necessary to perform any additional Utility owned water main work outside of the project limits shown on the plans necessary to maintain the integrity of the Utility owned Water main.

WSDOT RESPONSIBILITIES

1. WSDOT and its Contractor will provide the tools, labor, equipment, and materials necessary to perform the installation of the water main and all related appurtenances in accordance with the Plans and Specifications within the project limits shown on the plans.
2. WSDOT and its Contractor will provide the materials, excavation and backfill for the physical connection of the Utility owned water main as shown on the plans and specifications.
3. WSDOT will provide a construction window for the Utility to complete any additional Utility owned water main work outside of the project limits within the project road closure.



City of Spokane Water Department

**914 E. North Foothills Dr.
Spokane, WA 99207**

Opinion of Probable Cost
Trent Street Bridge Replacement

5-Nov-19

TOTAL ESTIMATE FOR MATERIAL COST

East and West Connections **\$171,990.00**

2-8" Water main on Bridge **\$596,520.00**

Inspection Services **\$83,690.74**

TOTAL **\$852,200.74**

SERVICES				
Description	Qty	Unit	Unit Price	Total
INSPECTION (10%)	1	EST	10%	\$76,851.00
Tax (est.)			8.90%	\$6,839.74

Subtotal:

SUB-TOTAL: \$83,690.74

INSPECTION ONLY

TOTAL: **\$83,690.74**

Round to \$83,691

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

09/09/2019

Date Rec'd

8/26/2019

Clerk's File #

OPR 2019-0693

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Contact Name/Phone

LOUIS MEULER 6096

Contact E-Mail

LMEULER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4250 - WSDOT TRENT BRIDGE WATER LINE REPLACEMENT AGREEMENT

Agenda Wording

Construction Agreement with WSDOT that provides for the construction of a replacement water line on the new Trent Avenue Bridge

Summary (Background)

The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Revenue \$ 255,680.74

4100-47110-34141-53201-99999

Expense \$ 255,680.74

4100-47110-99999-34389-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

MILLER, KATHERINE E

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIES 8/26/19

Distribution List

lmeuler@spokanecity.org

jsakamoto@spokanecity.org

Additional Approvals

aalbinmoore@spokanecity.org

Purchasing

lsearl@spokanecity.org

jsaywers@spokanecity.org

smsimmons@spokanecity.org

kmiller@spokanecity.org

APPROVED BY
SPOKANE CITY COUNCIL:

9/9/2019

CITY CLERK



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 4, 2019

City of Spokane
Atten: Louis Meuler.
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RE: UTB 1370
SR 290 Trent Bridge
New waterline on Trent Bridge

Dear Louis:

Please find enclosed one executed original of Agreement No. UTB 1370 for your records.

Please call me at (509) 324-6122 if you have any questions.

Sincerely,

Mike Burdick
Eastern Region Agreements Engineer

A handwritten signature in black ink, appearing to read 'Mike Burdick', written over a horizontal line.

Enclosures

CC: file

Utility Construction Agreement Work by WSDOT– WSDOT Cost		Utility Name & Address City of Spokane Public Works Department 808 W. Spokane Falls Blvd. Spokane, WA 99201
Agreement Number UTB 1370	Region Eastern	Project Title/Location SR 290 East Avenue Bridge Over Spokane River BR 290/5 Replacement
State Route SR 290	Mileposts From .82 to .92	
Estimated Agreement Amount \$852,200.00		

This Utility Construction Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named Utility (Utility); hereinafter referred to individually as the 'Party' and collectively as the 'Parties.'

Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities (Work).
2. WSDOT is responsible for all Work under this Agreement because the Utility's facilities are located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT Project.
3. The Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the Utility's facilities.
4. It is deemed to be in the best public interest for WSDOT to include the Work in WSDOT's Project.

Now, Therefore, pursuant to chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits A, B, and C which by this reference are incorporated and made a part hereof,

It Is Mutually Agreed As Follows:

1. **Plans, Specifications and Bids**
 - 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.

- 1.2 WSDOT, acting on behalf of the Utility, agrees to perform the Utility facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) Utility supplied the Work plans and special provisions to WSDOT, or (2) WSDOT developed the Work plans and special provisions from Utility-provided information. WSDOT will incorporate the Plans and Special Provisions into WSDOT Project in accordance with Utility requirements. The Utility agrees that it is solely responsible for insuring that all Special Provisions, Plans and Utility standards are met and that it has supplied WSDOT with all applicable standards, codes, regulations, or any other requirements the Utility is obligated to meet, unless otherwise noted.
- 1.3 The Utility has reviewed and approved the Work Special Provisions and Plans that will be incorporated into WSDOT Project. WSDOT will advertise the Work and Project for bids. WSDOT will be the Utility's representative during the Ad and award period. When requested by WSDOT, the Utility shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise associated with the Work. All comments and clarifications must go through WSDOT. If the Utility supplied the Work plans and special provisions, the Utility agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2. Construction, Inspection, and Acceptance**
 - 2.1 WSDOT agrees to administer the Work on behalf of the Utility.
 - 2.2 The Utility agrees to disconnect and/or reconnect its facilities as required by WSDOT when such disconnection or reconnection is required to be performed by the Utility. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A.
 - 2.3 Salvage: All materials removed by WSDOT shall be reclaimed or disposed of by WSDOT and shall become the property of WSDOT. If the Utility desires to retain such materials and WSDOT agrees, the value of salvaged materials will be paid to WSDOT in an amount not less than that required by the *Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects*.
 - 2.4 The Utility may furnish an inspector for the Work. WSDOT agrees that it is responsible for all such inspection costs. The Utility's inspector shall not directly contact WSDOT's contractor. All contact between the Utility's inspector and WSDOT's contractor shall be through WSDOT's representatives. WSDOT's Project Construction Engineer may require the removal and/or replacement of the Utility's inspector if the inspector interferes with WSDOT's Project, WSDOT's contractor and/or the Work.
 - 2.5 WSDOT shall promptly notify the Utility in writing when the Work is completed.
 - 2.6 The Utility shall, within Twenty (20) working days of being notified that the Work is completed: (a) deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, or (b) deliver to WSDOT written reasons why the Work does not comply with the previously approved Plans and Special Provisions. The Utility agrees to work diligently and in good faith with WSDOT to resolve any issues so as not to delay WSDOT's Project. If all issues are resolved, the Utility agrees to deliver to WSDOT a letter of acceptance as provided herein.

- 2.7 If the Utility does not respond within Twenty (20) working as provided in section 2.6, the Work and the administration thereof will be deemed accepted by the Utility, and WSDOT shall be released from all future claims and demands.
- 2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.
- 2.9 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard WSDOT practice, as directed by WSDOT's Construction Manual. Once the Utility has accepted the Work per Section 2.6 or 2.7, WSDOT upon request by the Utility will provide one reproducible set of contract as-builts to the Utility, and the Utility agrees to pay the cost of reproduction upon receipt of a WSDOT invoice.
- 3. Payment**
- 3.1 WSDOT agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration, and overhead costs, associated with the Work. The cost of this Work is estimated to be Eight Hundred Fifty Two Thousand Two Hundred Dollars (\$852,200). An itemized estimate of WSDOT-responsible costs for Work to be performed by WSDOT on behalf of the Utility is included in Exhibit B, Cost Estimate.
- 3.2 If the Utility chooses to have an inspector for the Work, the Utility will provide a detailed estimate of such costs to be included in Exhibit B. The Utility agrees to provide a detailed invoice to WSDOT for Utility inspector costs in accordance with the estimate included in Exhibit B, and WSDOT agrees to make payment within thirty (30) calendar days of receipt of the invoice.
- 3.3 Pursuant to Section 4, if additional Work or a change in the Work is required and Utility review is necessary, the Utility agrees to provide a detailed invoice to WSDOT, and WSDOT agrees to make payment for all reasonable costs within thirty (30) calendar days of receipt of the invoice.
- 4. Change in Work**
- 4.1 If WSDOT determines that additional Work or a change in the Work is required, prior written approval must be secured from the Utility; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, WSDOT will direct the change without the Utility's prior approval. WSDOT will notify the Utility of such change as soon as possible thereafter. The Utility agrees to respond to all WSDOT change order requests in writing and within five (5) working days.
- 4.2 WSDOT will make available to the Utility all change order documentation related to the Work.

5. Right of Entry

5.1 The Utility hereby grants to WSDOT a right of entry onto all lands in which it has an interest for construction of the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate, except as otherwise provided in Section 5.

5.2 The Utility agrees to arrange for rights of entry upon all privately owned lands upon which the Utility has an easement or court finding of a prescriptive right which are necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to perform the Work on such lands, which may include reasonable use restrictions on those lands. The Utility agrees to provide the rights of entry and applicable permissions under this section to WSDOT within twenty (20) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

6. General Provisions

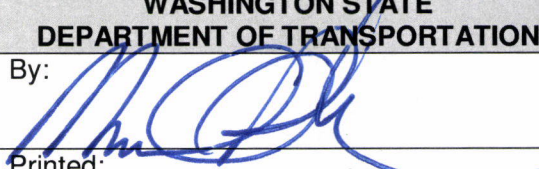
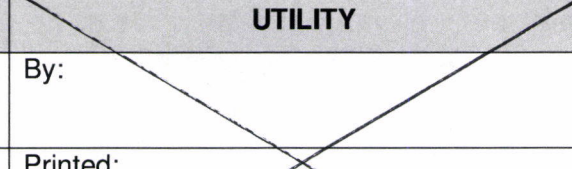
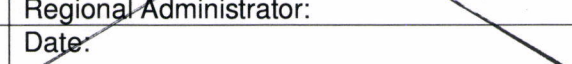
6.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

6.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.

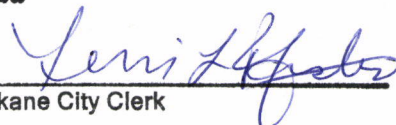
6.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.


- 6.4 Termination: In the event funding for the Project or Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, WSDOT may terminate the Agreement upon Twenty (20) calendar day notice. In the event of such termination, WSDOT and Utility shall consult, if necessary, on how the Work shall be brought to a level that is safe for the Utility's operation and maintenance. In the event the Work is terminated, the provisions of Sections 2 and 5 shall apply to the Work completed.
- 6.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 6.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 6.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the termination or completion of this Agreement, WSDOT shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the Utility and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The Utility shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 6.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	UTILITY
By: 	By: 
Printed: MIKE GRIBNER P.E.	Printed: Mike Gribner P.E.
Title: REGIONAL ADMINISTRATOR	Title: Regional Administrator:
Date: 9/25/19	Date: 

Attest:


Spokane City Clerk

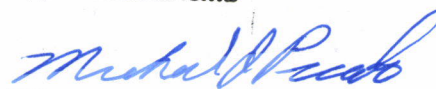

David A. Condon
Mayor
City of Spokane



UTB 1370

Page 5 of 5

Approved as to form: 1


Assistant City Attorney

UTB 1370
Exhibit A
Special Provisions

Scope of Work

The Scope of Work is for the installation of approximately 1250 linear feet of 8-inch ductile iron mechanically restrained water main, approximately 72 linear feet of 12-inch ductile iron mechanically restrained water main, 35 linear feet of 4-inch ductile iron mechanically restrained water main, two (2) 8" pipe expansion joints, two (2) 2-inch air valves, four (4) 4-inch blow-off assemblies, two (2) City of Spokane Type 2 drywells and four (4) 8-inch MJ x MJ resilient seat valve assemblies along with all requires bends, tees and appurtenances on the proposed Trent Bridge structure by pipe hangers, laying through the bridge abutment and under the approach slabs in accordance with the plans and specifications.

UTILITY RESPONSIBILITIES

1. The Utility will provide Inspection for the Utility owned water main and related appurtenance installation and will complete the physical connection to the existing water system to include any additional work outside of the project limits shown on the plans.
2. The Utility will provide all tools, labor, equipment, and materials necessary to perform any additional Utility owned water main work outside of the project limits shown on the plans necessary to maintain the integrity of the Utility owned Water main.

WSDOT RESPONSIBILITIES

1. WSDOT and its Contractor will provide the tools, labor, equipment, and materials necessary to perform the installation of the water main and all related appurtenances in accordance with the Plans and Specifications within the project limits shown on the plans.
2. WSDOT and its Contractor will provide the materials, excavation and backfill for the physical connection of the Utility owned water main as shown on the plans and specifications.
3. WSDOT will provide a construction window for the Utility to complete any additional Utility owned water main work outside of the project limits within the project road closure.



City of Spokane Water Department

**914 E. North Foothills Dr.
Spokane, WA 99207**

Opinion of Probable Cost

Trent Street Bridge Replacement

25-Jul-19

TOTAL ESTIMATE FOR MATERIAL COST

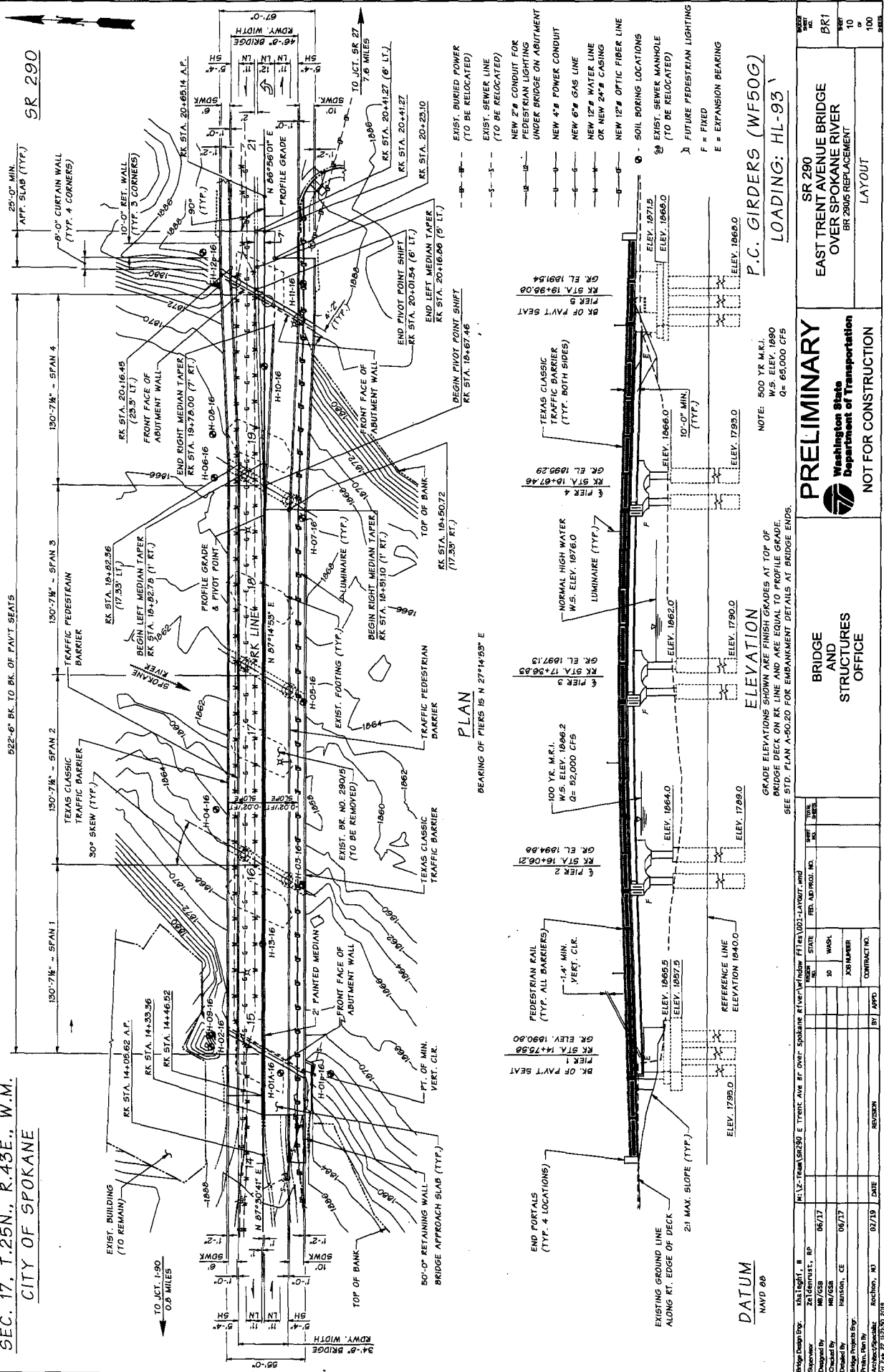
East and West Connections	\$171,990.00
2-8" Water main on Bridge	\$596,520.00
Inspection Services	\$83,690.74
TOTAL	\$852,200.74

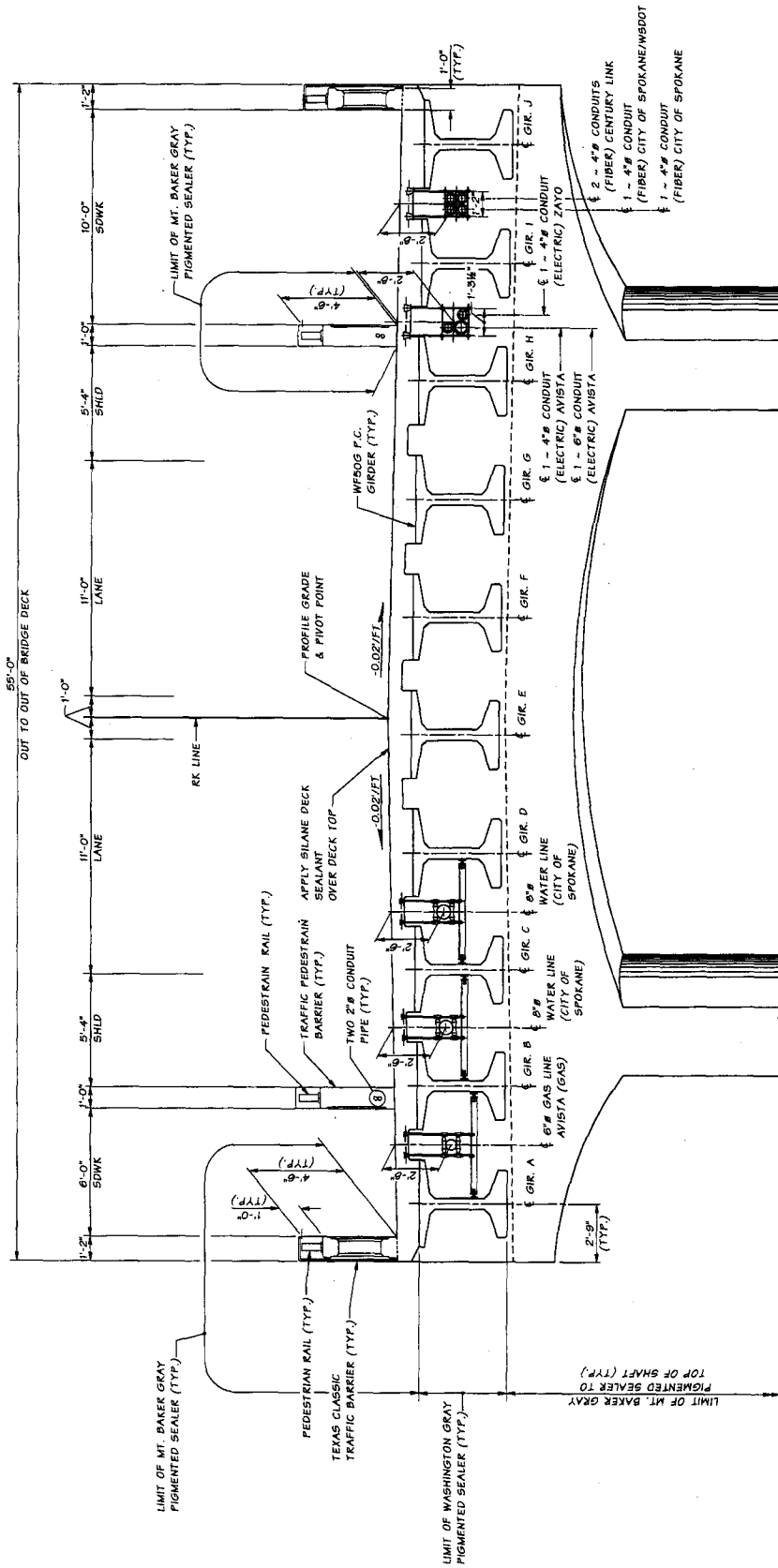
EAST AND WEST CONNECTIONS OUTSIDE ABUTMENTS				
Description	Qty	Unit	Unit Price	Total
4" DIMJ Pipe	35	LF	\$ 35.00	\$ 1,225.00
8" DIMJ pipe	200	LF	\$ 50.00	\$ 10,000.00
12" DIMJ pipe	72	LF	\$ 75.00	\$ 5,400.00
8" FIELD LOK GASKETS	44	EA	\$ 100.00	\$ 4,400.00
12" FIELD LOK GASKETS	18	EA	\$ 150.00	\$ 2,700.00
DRYWELL	2	EA	\$ 2,500.00	\$ 5,000.00
RESTRAINT	55	EA	\$ 125.00	\$ 6,875.00
8" RS VALVE MJ x MJ	4	EA	\$ 850.00	\$ 3,400.00
4" RS VALVE MJ xMJ	4	EA	\$ 450.00	\$ 1,800.00
12" TEE MJ x MJ	2	EA	\$ 350.00	\$ 700.00
12" 90 DEGREE ELBOW	2	EA	\$ 150.00	\$ 300.00
12"X8" REDUCER	4	EA	\$ 175.00	\$ 700.00
8"X4" TEE	4	EA	\$ 75.00	\$ 300.00
8" 22.5 DEGREE ELBOW	8	EA	\$ 125.00	\$ 1,000.00
4" TEE	2	EA	\$ 75.00	\$ 150.00
FOSTER ADAPTOR	2	EA	\$ 150.00	\$ 300.00
Sub Total:				\$ 43,025.00
LABOR				
Description	Qty	Unit	Unit Price	Total
LABORER	160	HR	\$ 100.00	\$ 16,000.00
FORMAN	160	HR	\$ 125.00	\$ 20,000.00
EQUIPMENT OPERATOR	160	HR	\$ 120.00	\$ 19,200.00
Sub Total:				\$ 55,200.00
EQUIPMENT				
Description	Qty	Unit	Unit Price	Total
SERVICE TRUCK	160	HR	\$ 60.00	\$ 9,600.00
BACKHOE	160	HR	\$ 75.00	\$ 12,000.00
LOADER	40	HR	\$ 75.00	\$ 3,000.00
CHLORINATOR TRUCK	20	HR	\$ 75.00	\$ 1,500.00
DUMP TRUCK	40	HR	\$ 75.00	\$ 3,000.00
MISC EQUIP	160	HR	\$ 100.00	\$ 16,000.00
Sub Total:				\$ 45,100.00
SERVICES				
Description	Qty	Unit	Unit Price	Total
INSPECTION (10%)	1	EST	10%	\$76,851.00
Tax (est.)			8.90%	\$ 6,839.74
Subtotal:				\$ 143,325.00
20% CONTINGENCY				\$ 28,665.00
INSPECTION TOTAL				\$83,690.74
Sub Total:				\$ -
SUB-TOTAL:				\$171,990.00
TOTAL:				\$255,680.74

2-8" WATER MAINS UNDER THE BRIDGE - MATERIALS AND LABOR COST				
Description	Qty	Unit	Unit Price	Total
8" DIMJ pipe	1050	LF	\$ 75.00	\$ 78,750.00
8" FIELD LOK GASKETS	60	EA	\$ 100.00	\$ 6,000.00
PIPE HANGERS	106	EA	\$ 250.00	\$ 26,500.00
8" EXPANSION	2	EA	\$ 16,000.00	\$ 32,000.00
2" AIR VALVE ASBLY	2	EA	\$ 1,000.00	\$ 2,000.00
VALVE ACCESS	2	EA	\$ 300.00	\$ 600.00
RESTRAINT	60	EA	\$ 125.00	\$ 7,500.00
Sub Total:				\$ 153,350.00
LABOR				
Description	Qty	Unit	Unit Price	Total
LABORER	1000	HR	\$ 100.00	\$ 100,000.00
PIPE HANGER	500	HR	\$ 125.00	\$ 62,500.00
CRANE OPERATOR	250	HR	\$ 125.00	\$ 31,250.00
FORMAN	250	HR	\$ 150.00	\$ 37,500.00
Sub Total:				\$ 231,250.00
EQUIPMENT				
Description	Qty	Unit	Unit Price	Total
CRANE	250	HR	\$ 250.00	\$ 62,500.00
MISC EQUIP	250	HR	\$ 200.00	\$ 50,000.00
		HR	\$ -	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
Sub Total:				\$ 112,500.00
CONTRACTUAL SERVICES				
Description	Qty	Unit	Unit Price	Total
				\$ -
				\$ -
Tax (est.)			8.90%	\$ -
Sub Total:				\$ -
Subtotal:				\$ 497,100.00
20% CONTINGENCY				\$ 99,420.00
				\$ -
TOTAL:				\$596,520.00

Page 2 of 6

CITY OF SPOKANE

[illegible]



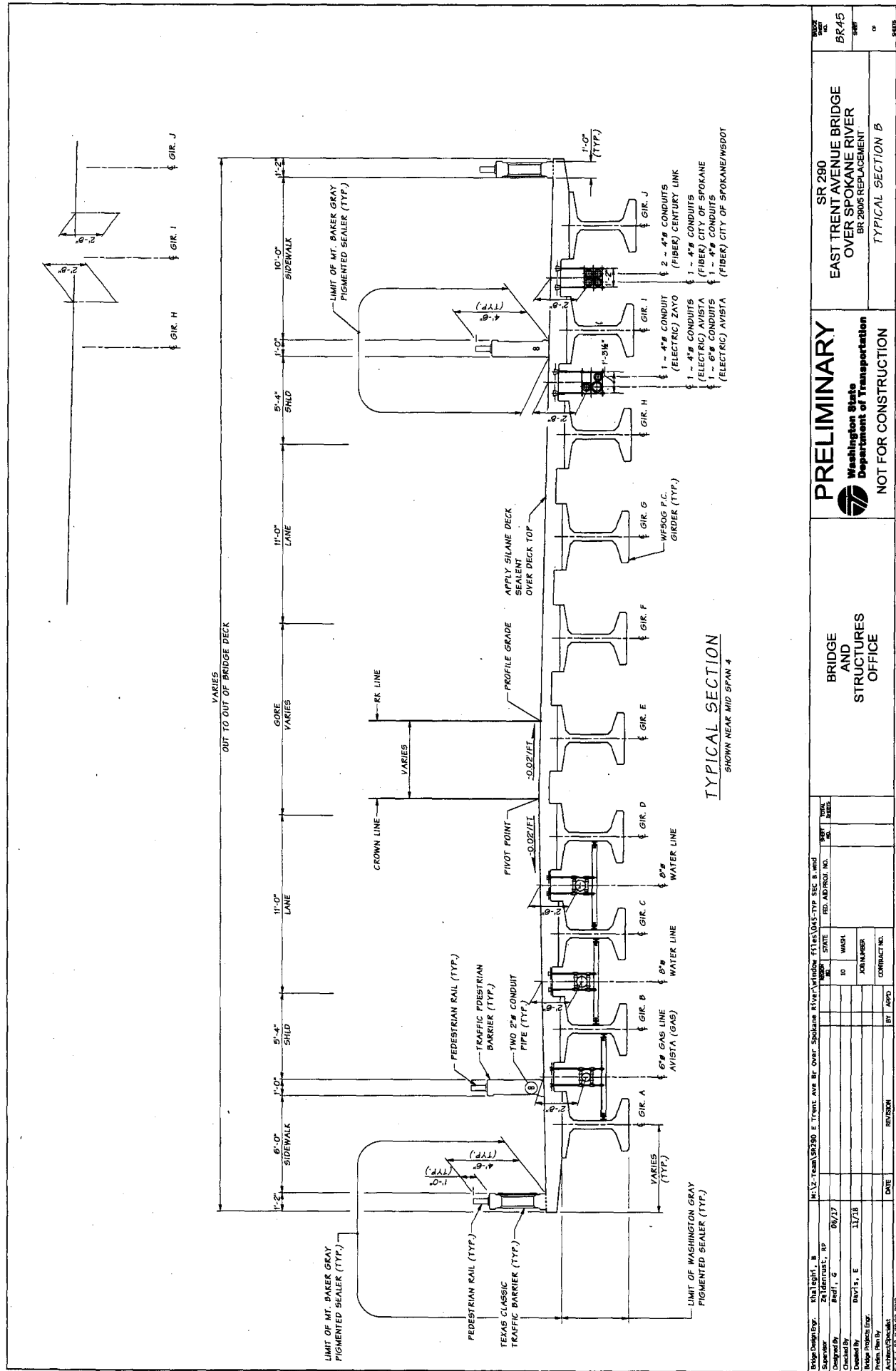
TYPICAL SECTION

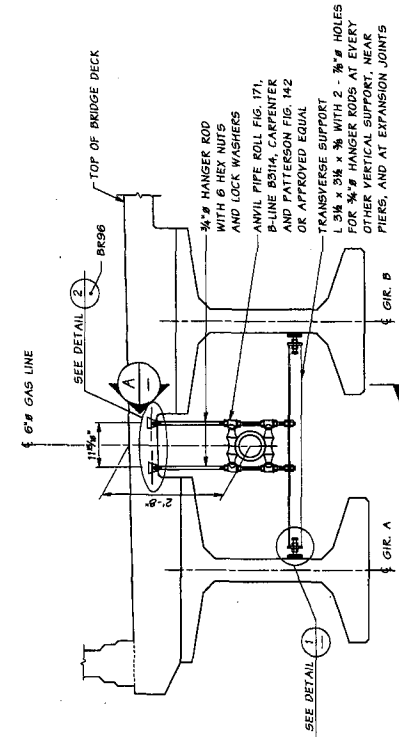
SHOWN NEAR PIER 3.
SUBSTRUCTURE DIMENSIONS SHOWN ARE APPROXIMATE.

Bridge Design By: KMA Light, B Supervisor: Za (dennist, RP) Checked by: Beff, G Drawn by: Davis, E Bridge Project No.: 11/18 Approved by: DATE		W-12-Traffic/150250 E Trent Ave BR Over Spokane River/Window Files/04-TYP SEC A.wnd FILE NO. 1549 SHEET BR44		SR 290 EAST TRENT AVENUE BRIDGE OVER SPOKANE RIVER BR 200/5 REPLACEMENT TYPICAL SECTION A	
Bridge Design By: KMA Light, B Supervisor: Za (dennist, RP) Checked by: Beff, G Drawn by: Davis, E Bridge Project No.: 11/18 Approved by: DATE		W-12-Traffic/150250 E Trent Ave BR Over Spokane River/Window Files/04-TYP SEC A.wnd FILE NO. 1549 SHEET BR44		SR 290 EAST TRENT AVENUE BRIDGE OVER SPOKANE RIVER BR 200/5 REPLACEMENT TYPICAL SECTION A	
Bridge Design By: KMA Light, B Supervisor: Za (dennist, RP) Checked by: Beff, G Drawn by: Davis, E Bridge Project No.: 11/18 Approved by: DATE		W-12-Traffic/150250 E Trent Ave BR Over Spokane River/Window Files/04-TYP SEC A.wnd FILE NO. 1549 SHEET BR44		SR 290 EAST TRENT AVENUE BRIDGE OVER SPOKANE RIVER BR 200/5 REPLACEMENT TYPICAL SECTION A	

PRELIMINARY
Washington State
Department of Transportation
NOT FOR CONSTRUCTION

**BRIDGE
AND
STRUCTURES
OFFICE**

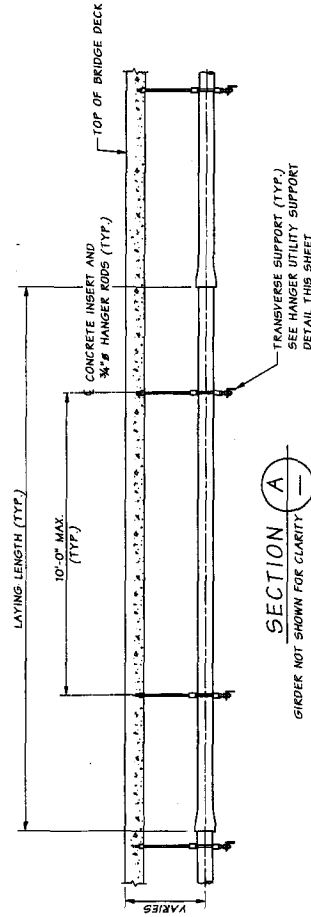




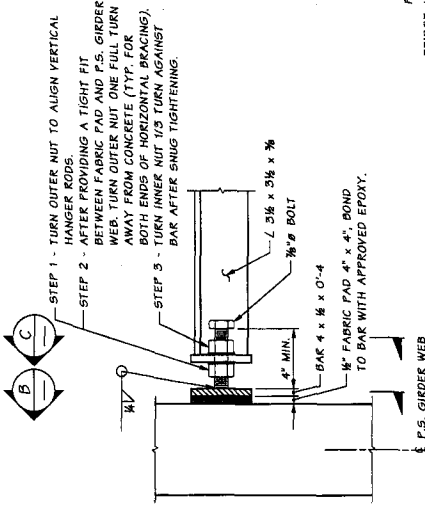
HANGER UTILITY SUPPORT

NOTES:

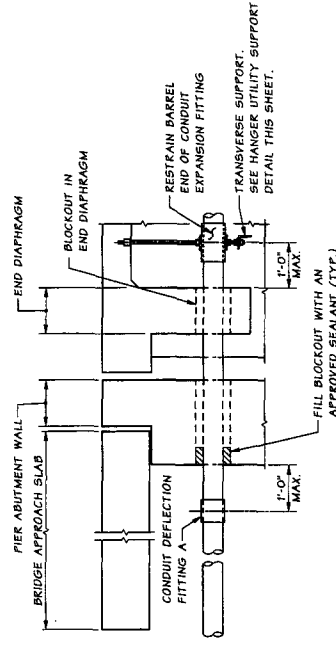
1. ALL STEEL SURFACES SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH AASHTO M 111. ALL BOLTS, RODS, AND RELATED HARDWARE SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM F2329.
2. PAINT ROLLERS WITH THREE COATS OF GALVANIZING REPAIR PAINT. SEE STD. SPEC. SECTION 9-08.1(2)B.



SECTION A
GIRDER NOT SHOWN FOR CLARITY



DETAIL 1
BR95



UTILITY CONDUIT
PLACEMENT DETAIL
PIER 1 & 5

GENERAL NOTES:

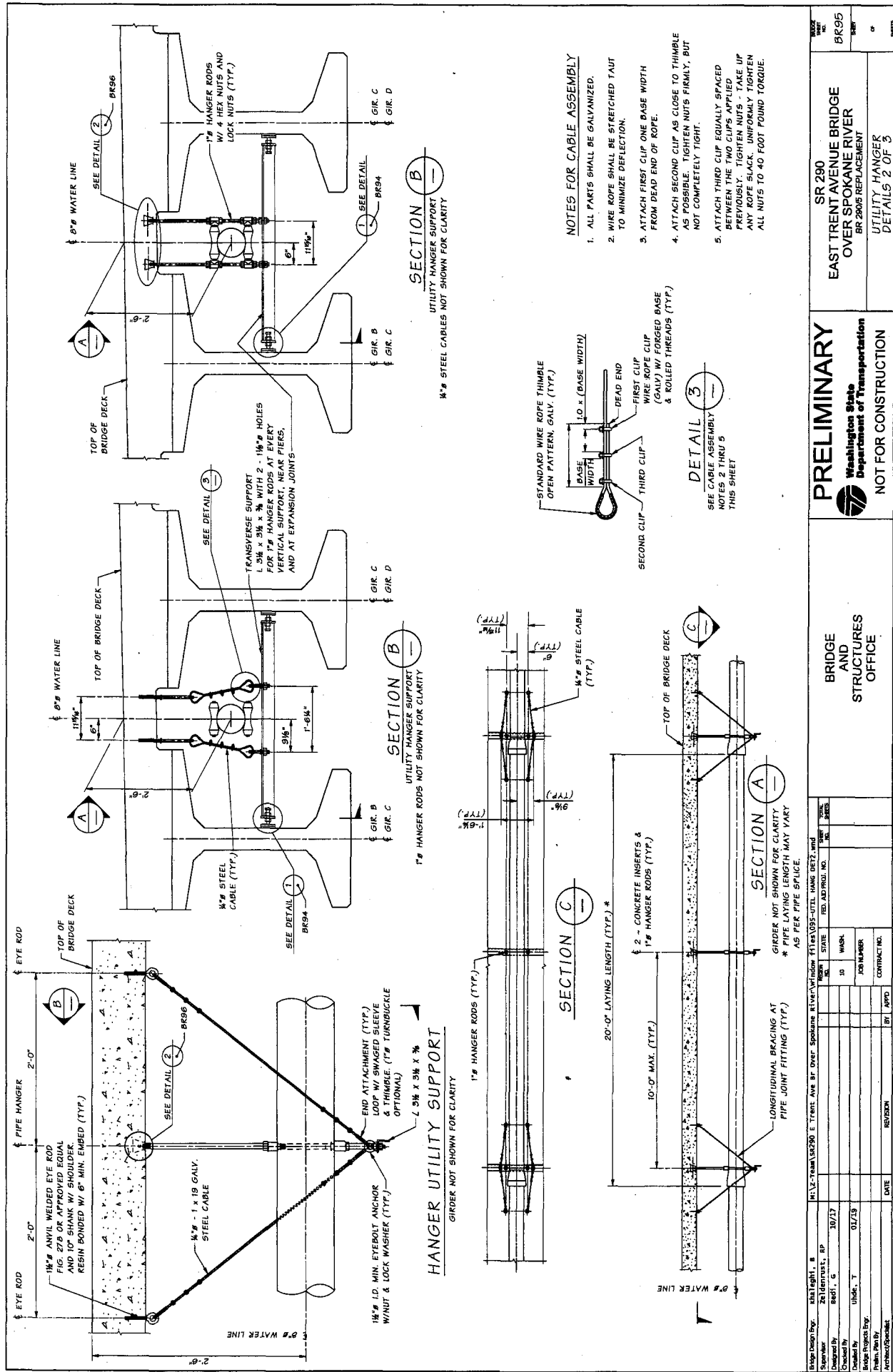
1. ALL STEEL SURFACES SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH AASHTO M 111. ALL BOLTS, RODS, AND RELATED HARDWARE SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM F2329, EXCEPT PIPE ROLL.
2. PAINT ROLLERS WITH THREE COATS OF GALVANIZING REPAIR PAINT. SEE STD. SPEC. 9-08.2.
3. HANGER LONGITUDINAL BRACING SHALL BE INSTALLED NEAR EXPANSION FITTINGS FOR THE WATER LINE.
4. FOR UTILITY PLAN, PROFILE, SECTION AND DETAILS REFER TO UTILITIES SHEETS.

SECTION C
BAR, FABRIC PAD AND 1/2\"/>

SECTION B
BAR, FABRIC PAD AND 1/2\"/>

Bridge Design By:	Chait, J. & Ziegler, R.	FILE NO. 290	SR 290
Supervisor:	Ziegler, R.	DATE	07/18/2018
Designed By:	Redd, C.	DATE	10/17/17
Checked By:	David, E.	DATE	05/18/18
Bridge Project Eng.		DATE	
Drawn By:		DATE	
Checked By:		DATE	
DATE	REVISION	BY	APPD

BRIDGE AND STRUCTURES OFFICE	PRELIMINARY	SR 290 EAST TRENT AVENUE BRIDGE OVER SPOKANE RIVER BR 28005 REPLACEMENT	BR94
	NOT FOR CONSTRUCTION	UTILITY HANGER DETAILS 1 OF 3	



Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division, Water Department
Subject:	WSDOT Trent Bridge Replacement – Water Line Replacement Agreement
Date:	August 26, 2019
Contact (email & phone):	James Sakamoto, jsakamoto@spokanecity.org , 625-7854
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
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 Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Construction Agreement UTB 1370 with WSDOT, that provides for the construction of a replacement water line on the new Trent Avenue Bridge.
Background/History: <p>The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by the WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.</p> <p>Trent Bridge Replacement project website: https://www.wsdot.wa.gov/Projects/SR290/trentbridge/default.htm </p>	
Executive Summary: <ul style="list-style-type: none"> Agreement with WSDOT to be reimbursed for Construction, Connection, and water system inspection expenses. Estimated costs for City's portion of work = \$255,680.74 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: WSDOT – Trent Bridge Replacement Project Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

12/16/2019

Date Rec'd

12/2/2019

Clerk's File #

OPR 2019-1093

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Contact Name/Phone

CHRIS AVERYT 625-6540

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 CONTRACT FOR METAL RECYCLING OF METALS FROM WTE

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

RFP 5176-19

Requisition #

REVENUE

Agenda Wording

Contract with American Recycling Corporation for the sale of metals collected from the WTE's ash, and scrap metals from the tipping floor. The initial term will begin Jan. 1, 2020 through Dec. 31, 2020 with an anticipated revenue of \$300,000.00.

Summary (Background)

Ferrous metals are removed from the ash for recycling prior to disposal at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley was the only respondent.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 300,000.00

4490-44110-37079-36911

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

CONKLIN, CHUCK

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

PIES 11/25/19

Other**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

jake@arecycling.com

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract For Metals Recycling at the WTE Facility
Date:	November 25, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
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 Initiative:	Sustainable Resources - Sustainable Practices - Recycling Metal
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to send ash metals and scrap metals to American Recycling, thereby allowing this material to be utilized for recycling instead of disposing of it in a landfill.
Background/History: <p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year and may be extended for four (4) additional one-year periods. The initial term will be from January 1, 2020 through December 31, 2020. The revenue received for the materials will be determined by a formula based on market prices on the 15th of the previous month. Based on recent market trends, it is anticipated that this should generate approximately \$300,000.00 in annual revenue.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor. Contract awarded from RFP 5176-19 of which American Recycling was the only response received. Pricing is formula-based and dependent on market prices on the 15th of the previous month. Projected annual revenue, based on 2019's market trends, of approximately \$300,000.00. Contract term from January 1, 2020 through December 31, 2020. 	
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

REVENUE AGREEMENT

Title: **PROCESS, TRANSPORT AND
PURCHASE WTEF METALS**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City", and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company", individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **DESCRIPTION OF WORK.** The City shall provide Company POST COMBUSTIBLE RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY FACILITY (WTEF), WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTEF FERROUS METALS in accordance with the City's Request for Proposals (RFP # 5176-19) and the Company's response to the City's RFP, dated October 24, 2019, and is attached hereto.
2. **CONTRACT TERM.** The Agreement shall begin on January 1, 2020 and end on December 31, 2020, unless terminated earlier. This Agreement may be extended by written agreement of the parties not to exceed four (4) additional one year contract periods.
3. **COMPENSATION.** The Company will pay the City for all recyclable metals picked up at the WTEF and delivered to the Company's yard. COMPENSATION WILL BE PAID ACCORDING TO SCALE TICKET NET WEIGHTS WITH THE FERROUS MATERIALS PAID IN NET TONS AND THE NON-FERROUS MATERIALS PAID IN POUNDS. The City estimates approximately **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** as annual revenue from the Company for the RECOVERED METALS provided for under this Agreement. There will be no costs to the City for Company's performance of the services related to this Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Agreement.
- A. **BUY PRICE QUOTE:** The buy prices paid to the City will be based on AMM magazine categories. The Company will use the published price on the 15th of each month (retro for the entire month).

Non-ferrous Example:

Non-ferrous category will be from the AMM non-ferrous scrap prices (Estimated Dealer Buying Prices). Company will use the LA low side price minus (-) an adjustment of \$0.15 cents per Pound picked up by Company or \$0.10 cents per Pound if the City delivers.

Example formula:

October 15th published price = #2 copper (LA low side) - Adjustment = buy price \$2.47 per pound - \$0.15 cents per Pound = \$2.32 paid to the City for material picked up by the Company.

\$2.47 per pound - \$0.10 cents per Pound = \$2.37 paid to the City if delivered to Company by the City.

Ferrous buy prices quote:

The category Company will use is LA Export and Dealer Buying Prices published on the 15th of every month (retro for the entire month). Company will use the #2 bundles commodity, minus (-) an adjustment and changed from gross tons to net tons.

Formula if American Recycling hauls:

Category price - adjustment, divided by 1.12 (gross ton to net ton) = buy price.

Example Formula:

LA price for #2 bundles (135 gross tons [GT] - \$65.00) / 1.12 = \$62.50 per net ton.

Formula Example for City of Spokane hauling material:

October 15th - (\$135/GT - \$50) 1.12 = \$75.89 per net ton.

Category adjustments:

If Company hauls the loads = \$65 per gross ton. If the City hauls the loads = \$50 per gross ton. [LA Export yard buying price for #2 bundles is used in both cases]

Note: These prices are for metal. Any wood, rocks, cement, rubber, carbon or other non-metallic items will be adjusted off the scale weights and sent back to the WTEF.

4. PAYMENT. The Company shall submit payment on a monthly basis to the Solid Waste Disposal Department, 2900 South Geiger Boulevard, Spokane, Washington 99224. If the City objects to all or any portion of the payment, it shall notify the Company and reserves the right to only receive that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TERMINATION. Either party may terminate this Agreement, with cause, by sixty (60) 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.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

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

8. **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.

9. **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 forty-five (45) 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 forty-five (45) 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. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

11. 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.

12. 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.

13. AUDIT / RECORDS. The Company and its sub-companies 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-companies 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.

14. 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.

AMERICAN RECYCLING CORPORATION

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 – Company’s response to RFP, dated October 24, 2019

Exhibit B – Certificate Regarding debarment

19-220

-

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 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)



INLAND NORTHWEST'S
RECYCLING SPECIALISTS

October 24.2019

City of Spokane – Purchasing
4th floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

RE: RFP# 5176-19 includes the process, transport and purchase of WTE ferrous metals.

We are American Recycling Corporation located at 6203 E. Mission Ave. in Spokane Valley Washington. We have no current or former city employees employed with us nor do we have any on our governing board. We have not had any previous city employees that have worked for us in the last twelve months or any on our governing board.

American Recycling Corporation acknowledges that we will comply with all terms and conditions set forth in the Request for Proposals unless otherwise agreed on by the City.

American Recycling Corporation
6203 E. Mission Ave.
Spokane Valley, WA 99212
509-535-4271 office
509-536-9438 fax

Jake VanderZanden
General Manager
509-202-7533
jake@arecycling.com

PROPOSAL:

PROJECT APPROACH / METHODOLOGY: (see "WORK PLAN" for approach and methodology)

WORK PLAN:

This includes the Processing, Transport and Purchase of Facility Metals. These metals include post combustible recovered metals, tipping floor recovered metals and recovered metals from the recycling area of the Waste to Energy Plant.

All metals recovered will be hauled by American Recycling trucks and drivers or by the City of Spokane according to the accepted bid proposal. The trucks will be loaded with the post combustible recovered metals by American Recycling employees into appropriate boxes prior to removal. The tipping floor boxes will be picked up as needed when American Recycling is contacted by City employees working on the tipping floor. The recycling area metals boxes will be picked up and returned when notified by City employees working in the recycling area.

American Recycling Corp. has handled the post combustible recovered metals and tipping floor recovered metals for many years. This has been done in a satisfactory manner and American Recycling Corp. feels confident we will do the same with the new contracted metals.

PROJECT SCHEDULE:

American Recycling employees will work daily to take care of the needs of the Waste to Energy Plants recoverable metals. American Recycling employees work Monday – Friday, weekends and holidays as needed and will continue to give the same service as necessary to take care of the Waste to Energy Plant's recoverable metal needs.

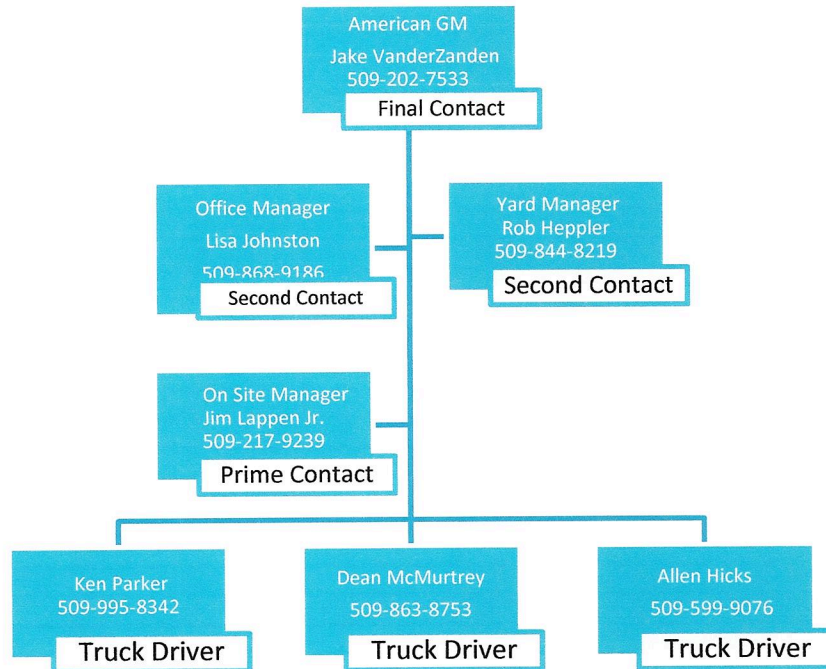
DELIVERABLES:

American Recycling Corp. has and will continue to provide all of the needed equipment to fully execute the proposed work plan. That equipment has and will include trucks, cranes, balers, forklifts, skid steers, roll off boxes and bins as needed.

MANAGEMENT PROPOSAL:

There will be no subcontractors used during the course of the project. The entire project - team will consist of American Recycling employees.

AMERICAN RECYCLING ORGANIZATIONAL CHART



STAFF QUALIFICATIONS: (See attached resume for on-site manager)

EXPERIENCE OF THE FIRM:

American Recycling Corporation has operated as a full line recycling facility in the Spokane area since 1976. That has included processing, transporting and handling of all types of recycled metal materials. American Recycling has bought and sold all metals, including automobiles, working with hundreds of commercial businesses and thousands of individual recyclers in the Spokane and North Idaho areas. We supply all types of bins, roll offs and trailers. American Recycling delivers and picks these up as needed by the customers. Some of our biggest customers are Wheelabrator, Avista, and Kootenai County Landfills just to name a few.

American Recycling Corp has had a long history with Wheelabrator. American Recycling has had the contract for post combustible metals and tipping floor material for the last twenty five years.

COST PROPOSAL:

There will be no costs to the City of Spokane for the performance of services of this contract. American Recycling will pay for all its employees and the costs incurred in the performance of this contract.

American Recycling will pay the City of Spokane for all recyclable metals picked up and delivered to its yard. These will be paid off of scale ticket net weights with the ferrous materials paid in net tons.

BUY PRICE QUOTE:

The buy prices paid to the City of Spokane will be based on AMM magazine categories.

American Recycling will use the published price on the 15th of each month (retro for the entire month).

Ferrous buy prices quote:

The category we will be using is LA Export and Dealer Buying Prices published on the 15th of every month (retro for the entire month). We will be using the #2 bundles commodity, minus an adjustment and changed from gross tons to net tons.

Formula if American Recycling hauls:

Category price – adjustment, divided by 1.12 (gross ton to net ton) = buy price.

Example:

LA price for #2 bundles (135 gt - \$65.00) / 1.12 = \$62.50 per net ton.

Formula for City of Spokane hauling material:

Example – October 15th

$(\$135/\text{GT} - \$50) / 1.12 = \$75.89 \text{ per net ton.}$

See attached AMM (American Metals Market)

Category adjustments:

If American hauls the loads is \$65 per gross ton. If City of Spokane hauls the loads is \$50 per gross ton.

LA Export yard buying price for #2 bundles is used in both cases.

Note: It needs to be noted that these prices are for metal. Any wood, rocks, cement, rubber, carbon or other non-metallic items will be adjusted off the scale weights and sent back to the Waste to Energy Plant.

General Manager: Jake VanderZanden

A handwritten signature in black ink, appearing to read 'Jake VanderZanden', is written over a horizontal line.

Scrap iron and steel prices

PRICES EFFECTIVE WEDNESDAY OCTOBER 23, 2019

CONSUMER BUYING PRICES

Estimated domestic consumer buying prices in US\$/gross ton; delivered mill price.						(a) Appraisal price	NA--Not available			1Canadian currency; in net tons			
	Alabama	Ark/Tenn Border	Chicago	Cincinnati	Cleveland	Detroit	N. Carolina/ Virginia	Philadelphia	Pittsburgh	South Carolina	Hamilton, Ontario†	Montreal†	Composites
DATE REVIEWED:	10/07/19	10/07/19	10/07/19	10/07/19	10/07/19	10/04/19	10/08/19	10/08/19	10/07/19	10/08/19	10/07/19	10/09/19	.....
NO. 1 HEAVY MELT	195	200	175	195	188	180	200	190	183	200	118	175	182.67
No. 2 heavy melt	185	.....	160	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
No. 1 bundles	227	230	225	192	240	205	.....	215	201	.....	198	.....	.....
No. 2 bundles *	.....	157	87	.....	.....	.....	.....	105	75	.....	.....	130	.....
No. 1 busheling	232	235	220	195	240	210	212	215	220	213	184	235	226.67
No. 1 industrial bundles	.....	.....	.....	.....	.....	.....	.....	.....	227	.....	.....	.....	.....
Shredded auto scrap	224	225	217	215	220	205	218	210	214	218	129	.....	216.25
MACHINE SHOP TURNINGS	110	90	90	57	30	25	115	85	85	115	.....	125	.....
Cast iron borings	.....	.....	100	.....	.....	.....	.....	.....	70	.....	.....	.....	.....
Cut structural/plate, 2' max	.....	.....	324	.....	.....	.....	.....	315	.....	.....	.....	.....	.....
Cut structural/plate, 3' max.	235	.....	.....	.....	.....	.....	.....	225	232	.....	.....	.....	.....
Cut structural/plate, 5' max.	215	225	200	205	210	190	210	200	212	210	136	195	.....
Foundry steel, 2' max.	.....	.....	224	.....	157	210	.....	308	160	.....	.....	.....	.....
Cupola cast	.....	.....	264	.....	80	210(a)	.....	210	193	.....	.....	.....	.....
CLEAN AUTO CAST	.....	.....	317	.....	225(a)	240	.....	230	232	.....	.....	.....	.....
Unstripped motor blocks	.....	.....	209	.....	265	.....	.....	210	305	.....	.....	.....	.....
Heavy breakable cast	.....	.....	207	.....	65	.....	.....	156	143	.....	.....	.....	.....
Drop broken machinery cast	.....	.....	242	.....	193	.....	.....	261	.....	.....	.....	.....	.....
Rail crops, 2' max.	.....	.....	308	.....	320(a)	.....	.....	245(a)	305	.....	.....	.....	.....
Random rails	.....	.....	219	.....	.....	.....	.....	175	225	.....	.....	.....	.....
Steel car wheels	.....	.....	130	.....	265	.....	.....	.....	.....	.....	.....	.....	.....
Rerolling rails	.....	.....	205	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
STEEL (TIN) CAN BUNDLES	.....	.....	185	.....	185	175	.....	.....	145	.....	.....	.....	.....

* Shredders may also be considered consumers for this grade

FASTMARKETS AMM INDEXES

Ferrous Scrap Export Index (\$/tonne, evaluated 10/23/19)	
HMS 1&2 (80:20) East Coast (f.o.b. New York)	214.00
HMS 1&2 (80:20) West Coast (f.o.b. Los Angeles)	214.50
Shredded Steel Scrap, East coast (f.o.b. New York)	219.00
Midwest Ferrous Scrap Index (\$/gross ton, evaluated 10/10/19)	
No. 1 heavy melt	177.14
No. 1 busheling	216.13
Shredded steel scrap	211.63
MB Iron Ore Index (\$/tonne, evaluated 10/23/19)	
MBIO Index	87.18

SHREDDER FEED

Estimated prices in US\$/gross ton	
DATE REVIEWED:	10/21/19
Ohio Valley	68.41
Midwest	68.97
Southeast	78.91

CONSUMER BUYING PRICE TREND

Estimated trends in US\$/gross ton, from prior month		
	Houston	Seattle/Portland
DATE REVIEWED:	10/08/19	10/07/19
No. 1 heavy melt	-30	-15
No. 1 busheling	-40	.....
Shredded auto scrap	-30	-15
Machine shop turnings	-20	-15
Cut structural/plate, 5' max	-30	-15

To become a price contributor see "Metal Exchanges" page.

Scrap prices today

Fastmarkets AMM Ferrous Scrap Export Index changes were made

DEALER SELLING PRICES

Estimated prices in US\$/gross ton, shipping point dealer yard			
	Atlanta	Houston	St. Louis
DATE REVIEWED:	10/07/19	10/08/19	10/08/19
No. 1 heavy melt	158	84	123
No. 1 bundles	.....	.....	173
No. 1 busheling	185	77	173
Shredded auto scrap	168	115	166
Machine Shop Turnings	20	0	0
Cut structural/plate, 5' max.	168	114	133

EXPORT YARD BUYING PRICES

Estimated prices an export dealer, broker or processor will pay for items delivered to his yard, in US\$/gross ton.						
	Boston	L.A.	N.Y.	Philly	S.F.	Seattle/Portland
DATE REVIEWED:	10/22/19	10/22/19	10/22/19	10/22/19	10/22/19	10/22/19
No. 1 heavy melt	165	55	165	165	70	75
No. 2 bundles	90	30	115	90	30	.....
No. 1 busheling	.....	65	.....	.....	85	.....
Machine shop turnings	.....	15	35	.....	40	20
Mixed cast	155	.....	175	165	.....	.....
Unstripped motor blocks	175	55	180	160	70	50
Auto bodies	75	30	135	130	30	60
Cut structural/plate 5' max.	170	65	175	175	80	85

James Lappen
706 N Shamrock Ln
Spokane, WA 99037
509-217-9239

Grants Pass High School, Grants Pass OR
General studies through 9th Grade

VP Tin Man, Inc. October 1981 - January 2014

American Recycling July 2014 - Current

Class A CDL

Operated Caterpillars
Operated Front End Loaders
Operated Fork Lifts
Operated Hydraulic Cranes
Drove Semi Trucks

I have experience in operating all different kinds of Hydraulic Equipment.

Tin Man, Inc. was contracted to American Recycling, from 1994 to January 2014 my main job was working at the Wheelabrator Waste to Energy Plant baling the metal materials that didn't burn.

Since July 2014 my current employment is with American Recycling doing the same work at the Wheelabrator Waste to Energy Plant in addition to driving truck.

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

12/16/2019

Date Rec'd

12/2/2019

Clerk's File #

OPR 2019-1094

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Contact Name/Phone

CHRIS AVERYT 625-6540

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 CONTRACT FOR INSULATION SERVICES AT THE WTE

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

PW ITB 5130-19

Requisition #

2020 FUNDS

Agenda Wording

Contract with BrandSafway Services, LLC., of Pasco, WA, for removal and replacement of insulation and cladding at the WTE. The initial term will be from February 1, 2020 through January 31, 2021 with an annual cost of \$100,000.00 including taxes.

Summary (Background)

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required. On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC. was the only response received. The bid stipulated that the contract will be for one year with the option of four additional one-year periods.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 100,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

CONKLIN, CHUCK

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

PIES 11/25/19

Other**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

jtorres4@brandsafway.com

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Removal and Replacement of Insulation and Cladding at the WTE
Date:	November 25, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Safety and Community Health/ 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: Maintaining our assets – Innovative Infrastructure: Managing our assets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for insulation removal and replacement services at the WTE, without which, there will be no access for repairs and maintenance to the boilers and other equipment as well as thermal energy losses if insulation is not replaced.
Background/History: During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages. On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC., of Pasco, WA was the only response received. The bid stipulated that the contract will be for one year with the option of four (4) additional one year periods. The initial term will be from February 1, 2020 through January 31, 2021 with an annual cost of \$100,000.00 including taxes.	
Executive Summary: <ul style="list-style-type: none"> Contract for removal and replacement of insulation and cladding at the WTE per PW ITB 5130-19 of which BrandSafway Services, LLC. of Pasco, WA was the only respondent. Contract will run from February 1, 2020 through January 31, 2021 for a cost of \$100,000.00. Contract may be renewed for four (4) additional one-year periods. Removal of insulation and cladding for boiler walls and other areas is necessary for allowing access during outages. 	
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

PUBLIC WORKS CONTRACT

Title: **INSULATION SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 1523 East Hillsboro Avenue, Pasco, Washington 99301 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **INSULATION SERVICES; REMOVAL AND REPLACEMENT OF INSULATION AND CLADDING FOR BOILER WALLS AND PIPING AND FABRICATION OF AND INSTALLATION OF REMOVABLE INSULATION BLANKETS, PW ITB 5130-19.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on February 1, 2020, and ends on January 31, 2021 unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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

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

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

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

17. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

18. 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.

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

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

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

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

22. 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.

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

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

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

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

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

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

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

BRANDSAFWAY SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment/Performance Bond
Certification Regarding Debarment

19-223

PAYMENT / PERFORMANCE BOND

We, BRANDSAFWAY SERVICES, LLC, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **INSULATION SERVICES; REMOVAL AND REPLACEMENT OF INSULATION AND CLADDING FOR BOILER WALLS AND PIPING AND FABRICATION OF AND INSTALLATION OF REMOVABLE INSULATION BLANKETS, PW ITB 5130-19**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

BRANDSAFWAY SERVICES, LLC,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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)



Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/2/2019
Clerk's File #	OPR 2019-1095
Renews #	
Cross Ref #	
Project #	
Bid #	OK-MA-145-015
Requisition #	2020 BUDGET
Agenda Item Name	0680 CONTRACT WITH AXON ENTERPRISES FOR BODY CAMERAS AND TASERS

Agenda Wording

Approval of 5-year contract with Axon Enterprises to update body cameras and Tasers to Body Camera 3 and Taser 7, utilizing NASPO Cooperative contract #OK-MA-145-015.

Summary (Background)

SPD currently is contracted with Axon Enterprises for the purchase of the Axon Body 2 camera along with site licenses for the uploading of footage. The department also purchases the X26P Taser along with replacement cartridges from Axon.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ 2,804,784.06	# 5902-79115-21250-Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KING, KEVIN	<u>Study Session</u>	Urban Experience 12/9
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>	STOPHER, SALLY		

Briefing Paper (Urban Experience Committee)

Division & Department:	Police
Subject:	Contract with Axon Enterprises for body cameras and tasers
Date:	12/09/2019
Contact (email & phone):	Kevin King KKing@SPOKANEPOLICE.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)	Approval of 5-year contract with Axon Enterprises to provide the department with updated body cameras and tasers.
Background/History: SPD currently is contracted with Axon Enterprises for the purchase of the Axon Body 2 camera along with site licenses for the uploading of footage. The department also purchases the X26P taser along with replacement cartridges from Axon.	
Executive Summary: <ul style="list-style-type: none"> Body cameras and site licenses are currently purchased under contract OPR 2013-0689 2019 annual amount will total \$376k for 270 cameras and licenses Tasers and cartridges are purchased as needed for an annual cost of \$60k-70k New contract would combine cameras and tasers into a bundle and upgrade the department to the Taser 7 and Axon Body 3 camera 5-year contract totals including tax \$2,804,784 (\$561k annual average) Estimated annual increase of \$115k compared to current contract Contract acceptance before year-end is required in order to recognize \$348k in credits Funded through SPD SIP Loan 	
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:	



AXON

Spokane Police Dept. - WA

AXON SALES REPRESENTATIVE

Chris Neubeck

602-708-0074

cneubeck@axon.com

ISSUED

11/22/2019



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-226160-43791.677TC

Issued: 11/22/2019

Quote Expiration: 12/15/2019

Account Number: 446518

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Chris Neubeck

Phone: 602-708-0074

Email: cneubeck@axon.com

Fax: (480) 658-0629

PRIMARY CONTACT

Kevin King

Phone: (509) 477-5980

Email: kking@spokanepolice.org

SHIP TO

Kevin King
Spokane Police Dept. - WA
1100 W. Mallon Avenue
Spokane, WA 99260
US

BILL TO

Spokane Police Dept. - WA
1100 W. Mallon Avenue
Spokane, WA 99260
US

Year 1 - TAP Replacement

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	275	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	35	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	35	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	35	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	270	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	270	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	270	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	270	0.00	0.00	0.00
Other					
71019	NORTH AMERICA POWER CORD	35	0.00	0.00	0.00
Subtotal					0.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					0.00

Year 1 - OSP 7

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	275	0.00	0.00	0.00

Year 1 - OSP 7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	11,000	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	275	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	275	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	275	180.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	275	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	275	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	330	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	330	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	113	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	3	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	3	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	22	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	22	0.00	0.00	0.00
73661	UNLIMITED AXON BODY 3 TRUE UP PAYMENT	225	400.00	0.00	0.00
73661	UNLIMITED AXON BODY 3 TRUE UP PAYMENT	15	450.00	0.00	0.00
73661	UNLIMITED AXON BODY 3 TRUE UP PAYMENT	30	950.00	0.00	0.00

Year 1 - OSP 7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
73202	AXON BODY 3 - NA10	5	699.00	699.00	3,495.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	5	0.00	0.00	0.00
73300	5 Year Officer Safety Plan AB3 Camera	5	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	162	0.00	0.00	0.00
Other					
73450	OFFICER SAFETY PLAN 7	275	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	275	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR	275	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	275	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,419.43	390,343.25
Services					
85144	AXON STARTER	1	2,750.00	0.00	0.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	17,000.00	0.00	0.00
				Subtotal	415,438.25
				Estimated Tax	36,974.01
				Total	452,412.26

Year 1 - T7 Certification

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	48	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	48	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00

Year 1 - T7 Certification (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	48	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	48	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	57	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	57	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	48	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	2	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
Other					
20144	TASER 7 CERTIFICATION PLAN	48	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	48	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	48	720.00	720.00	34,560.00
Subtotal					34,560.00
Estimated Tax					3,075.84
Total					37,635.84

Spares - OSP 7 / T7 CERTIFICATION

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	10	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	9	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	9	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	9	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	9	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	9	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 1 - Trade-In SKU's

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	322	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT	275	180.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
Hardware					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
Other					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT	275	180.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
Hardware					
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	35	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
Other					
73309	AXON BODY CAMERA REFRESH ONE	275	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT	275	180.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
Hardware					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
Other					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80056	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR PAYMENT	275	180.00	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
Hardware					
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	35	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
Other					
73310	AXON BODY CAMERA REFRESH TWO	275	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99
Grand Total					2,804,784.06

Discounts (USD)

Quote Expiration: 12/15/2019

List Amount	3,377,820.00
Discounts	802,260.75
Total	2,575,559.25

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - TAP Replacement	0.00
Year 1 - OSP 7	452,412.26
Year 1 - T7 Certification	37,635.84
Spares - OSP 7 / T7 CERTIFICATION	0.00
Year 1 - Trade-In SKU's	0.00
Year 2	578,683.99
Year 3	578,683.99
Year 4	578,683.99
Year 5	578,683.99
Grand Total	2,804,784.06

Notes

Agency has existing contract #00012356 and #00017459 (originated via Q-99399 and Q-137661 respectively) and is terminating that contract upon the new license start date (1/1/2020) of this quote.

Contingent on payment of SI-1602794 and SI-1614194, the parties agree that Axon is granting a refund of \$222,269.00 (applied to Year 1 licenses) to refund paid, but undelivered services. Axon is also granting a credit of \$14,980.00 (applied to Year 1 licenses) for trade-in of CEW hardware. These discounts are based on a ship date range of 12/1/2019-12/15/2019, resulting in a 1/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and dock hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contracts #00012356 and #00017459. All TAP obligations from these contracts will be considered fulfilled upon execution of this quote. This refreshed hardware, along with new body-worn camera hardware, will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Spokane Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues for 5 years unless terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 **Pricing.** Agency may purchase additional products and services on the Quote at the pricing on the Quote for up 60 months from the Effective Date for 50 additional officers, in order to account for Agency's projected growth. Any additional purchase made under this section will be co-termed with the original licenses purchased in the Quote. A true-up fee may apply to co-termed licenses.
- 5 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
- 6 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
- 7 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 8 **Warranty.**

8.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

8.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

8.3 Spare Devices. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

8.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

8.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

8.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 9 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 10 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 11 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section

as soon as reasonably practicable.

17.3 By Agency. The Agency entered into this Agreement through NASPO cooperative contract OK-MA-145-015 ending 1/3/2021. Continuation of this agreement past this date is contingent upon a new or renewed competitive purchase arrangement. Unless terminated under this section, Agreement will continue and all terms and conditions including pricing will remain in effect through the term of this Agreement.

17.4 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the five years from the Effective Date for any reason, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization,



Master Services and Purchasing Agreement

or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Spokane Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 Subscription Term. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption

or errors before Agency uploads data to Axon Cloud Services.

- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

1 Utilization of Services. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

3 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

4 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

5 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("Installation Site") per the environmental specifications in the Device User Documentation. Following installation, Agency



Master Services and Purchasing Agreement

must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

- 8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. (“**TAP Term**”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“**OSP Standard**”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera (“**BWC**”) and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“**OSP Term**”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“**OSP 7**”) and Officer Safety Plan 7 Plus (“**OSP 7 Plus**”) include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

An “Update” is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase’s first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date (“**OSP 7 Term**”).

- 6** **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7** **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8** **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9** **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10** **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2.** Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3.** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1** **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2** **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3** **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4** **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5** **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6** **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7** **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 8.0

Release Date: 11/8/2019

Page 13 of 16

during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 8** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 9.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 9.2.** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

FOR PUBLIC SAFETY VIDEO EQUIPMENT

Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: OK-MA-145-015

Axon Enterprise, Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 06316

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Axon Enterprise, Inc., a Delaware Corporation ("Contractor") and is dated and effective as of January 25, 2017.

1. **SCOPE:** This Participating Addendum covers the following Public Safety Video Equipment Contract Bands led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

- Band 1 – Body Cameras
- Band 2 – Dash Cameras
- Band 3 – Video Storage and Management

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

- (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
- (b) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

- 3.1. **COMPLIANCE WITH IT SECURITY POLICIES:** Contractor shall establish IT security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with applicable industry standards and guidelines. Contractor shall comply with Purchasing Entity's IT security policies as applicable to a Purchasing Entity's Order. Prior to final execution of any Washington State Agencies' Order with the Contractor, the Contractor's solution, as implemented by the Washington State Agency, may be subject to a security design review to ensure compliance with Office of the Chief Information Officer (OCIO) Policy 141.10 - Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policies>.
- 3.2. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.3. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
-----------------------------	---------------------------

March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.5. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract No.: 06316
 - The NASPO Master Agreement No.: **OK-MA-145-015**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.6. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through

a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

- (b) **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of the Participating Addendum for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchaser hereunder similarly may suspend or terminate its use of the Participating Addendum and/or any agreement entered into pursuant to this Participating Addendum.

- 3.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4. **LEASE AGREEMENTS:** Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Axon Enterprise, Inc.	Participating State
Axon Enterprise, Inc. 17800 B, 85 th Street Scottsdale, AZ 95255	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Legal Tel: 480-905-2000 Email: Contracts@axon.com	Attn: Marci Disken Tel: (360) 407-9405 Email: marci.disken@des.wa.gov

6. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

7. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

- (d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

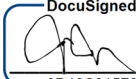
EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Smith, Scott (DES)
Scott Smith
Its: IT Procurement Manager

Digitally signed by Smith, Scott (DES)
DN: dc=icl, dc=wa, dc=ECient, ou=A-Prod, ou=A-
Accounts, ou=Internal, ou=DES, cn=Smith, Scott (DES),
email=scott.smith@des.wa.gov
Date: 2018.10.12 11:40:14 -0700

**AXON ENTERPRISE, INC.,
A DELAWARE CORPORATION**

By: 
Josh Isner
Its: Chief Revenue Office

DocuSigned by:

0D46C31572AD4DF...



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/05/2019

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570075011580**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			023627605 GL excluding Products SIR applies per policy terms & conditions	02/01/2019	02/01/2020	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$10,000,000
	<input checked="" type="checkbox"/> see Prod Liab info att'd						DAMAGE TO RENTED PREMISES (Ea occurrence)
							Excluded
							MED EXP (Any one person)
						Included	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Included
	OTHER: Xc1 Prod/Comp Ops						GENERAL AGGREGATE
							\$10,000,000
							PRODUCTS - COMP/OP AGG
							Excluded
							Per Occ SIR
							\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							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)
Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Certificate No : 570075011580



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570075011580			
CARRIER See Certificate Number: 570075011580	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
 2/1/2019 - 2/1/2020:

Policy #034064091
 Lexington Insurance Company
 Claims Made Coverage Form
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
 Lexington Insurance Company
 Occurrence Coverage Form
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Hartford Fire Insurance Co.	
	INSURER B: Hartford Casualty Insurance Co	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570078643298**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			59 UEN FN6060	09/30/2019	09/30/2020	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)
							\$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WEAC056D	09/27/2019	09/27/2020	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE-EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE-POLICY LIMIT
							\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Certificate No : 570078643298



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570078643298			
CARRIER See Certificate Number: 570078643298	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AL, CO, FL, IL, IN, LA, ME, MI, MN, MT, ND, NE, NH, NM, NV, OH, OK, PA WA]
- Hartford Underwriters Ins. Co. [AR, DC, GA, MO, NC, NJ, NY, OR, TN, UT]
- Property & Casualty Ins. Co of Hartford [MD, VA]
- Hartford Insurance Company of the Midwest [CT]
- Hartford Accident and Indemnity Insurance Company [MA]
- Hartford Lloyds Ins. Co. [TX]
- Sentinel Ins. Co. [CA]



Agenda Sheet for City Council Meeting of: 12/16/2019

<u>Date Rec'd</u>	11/27/2019
<u>Clerk's File #</u>	OPR 2019-1096
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	CARLY CORTRIGHT 625-6263
<u>Contact E-Mail</u>	CCORTRIGHT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0450 - SPOKANE ARTS FUND AND ARTS COMMISSION MOU

Agenda Wording

New Memorandum of Understanding (MOU) with Spokane Arts Fund and Arts Commission regarding art services.

Summary (Background)

This is a new five year MOU starting January 1, 2020 through December 31, 2024 with Spokane Arts that replaces the previous MOU and addendums. Funding source is from 33% of prior calendar year's admission tax received by City.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense	\$ \$338,540 in 2020	# 5900-53210-73200-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u> Urban Experience 12-9
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	korlob@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	cbrazington@spokanecity.org
<u>Additional Approvals</u>		melissa@spokanearts.org
<u>Purchasing</u>		ccortright@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood & Business Services
Subject:	Arts Contract
Date:	11/18/19
Contact (email & phone):	Carly Cortright ccortright@spokanecity.org 625-6263
City Council Sponsor:	
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Urban Experience
Deadline:	12/31/19
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract
Background/History: <p>The City of Spokane and Spokane Arts have had a contract since 2012 once the City's Art Department was eliminated due to budget cuts. Since that original contract, there have been several amendments that have incorporated changes to the funding source and requirements of Spokane Arts in terms of deliverables.</p> <p>This new contract incorporates those amendments into one document. It is also a 5 year contract. Funding for this contract remains 33% of the prior full year's admissions tax revenue received by the City per SMC 08.03.122. Other notable changes were a streamlining of deliverables (Financial management policy for pass through grant management, annual budget and work plan, quarterly performance reports, and a financial review engagement by a qualified third party at least once during the contract period) and requiring insurance for art in Chase Gallery to be provided by Spokane Arts.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract replaces prior contract and amendments (but incorporates those into a new contract) New contract is for 5 years Funding is 33% of prior full year's admissions tax revenue 	
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:	

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE ARTS COMMISSION AND SPOKANE ARTS FUND

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the SPOKANE ARTS COMMISSION, organized pursuant to chapter 4.05 of the Spokane Municipal Code, located at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("Spokane Arts Commission"); and the SPOKANE ARTS FUND, a non-profit corporation, located at P.O. Box 8737, Spokane, Washington 99203-0737 904, ("Spokane Arts Fund").

WHEREAS, for the general purpose of providing a structure within local government to promote and enhance the quality, accessibility and presence of the arts in Spokane, the City established the Spokane Arts Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane arts audience members, artists, arts organizations, arts businesses and to advise the City in planning for and creating, maintaining and promoting works of public art.

WHEREAS, the Spokane Arts Fund was formed to be a fund-raising arm of the Arts Department and the Spokane Arts Commission, and

WHEREAS, due to funding cuts, the City is eliminating the Arts Department, but still wants to promote and enhance the quality, accessibility and presence of the arts in Spokane; -- Now, Therefore,

The parties agree as follows:

1. SPOKANE ARTS COMMISSION MISSION AND GOALS.

- A. The intent of the Spokane Arts Commission is to promote and enhance the quality, accessibility and presence of the arts in Spokane as set forth in chapter 4.05 of the Spokane Municipal Code.
- B. The goals of the Spokane Arts Commission are to:
 - 1) be a community leader in the identification of issues affecting the arts in the community;
 - 2) serve as an advocate for and promoter of art in all disciplines, artists, arts organizations, arts business and the arts audience and to work toward improvement in arts policies;
 - 3) increase access to the arts in the community through the creation of public art, Chase Gallery and the development of community events such as First Friday, Visual Arts Tour and through the marketing of the arts through www.spokanearts.org and other promotions,

- 4) strengthen links between arts organizations, arts business and artists through convening and training activities, and
 - 5) strengthen the artists, arts organizations and arts businesses through programs, initiatives and resources.
2. SPOKANE ARTS FUND REPRESENTATIONS. The Spokane Arts Fund represents and acknowledges the following with regard to its operation, creation and purposes:
 - A. The Spokane Arts Fund was created and operated primarily in support of the Spokane Arts Commission's vision and mission and goals. Its work will be compatible with these goals pursuant to this Memorandum after its effective date and will continue through the term of the Memorandum.
 - B. Spokane Arts represents the joint efforts of the 501©3 Spokane Arts Fund and the City of Spokane's Arts Commission, working together to amplify Spokane as the cultural hub and catalyst for the Inland Northwest through arts leadership, advocacy, networking, and support. Spokane Arts implements regular programing and awards grants to community based arts organizations and individuals.
 - C. The Spokane Arts Fund will operate as a private legal entity separate from the City and the Spokane Arts Commission.
 - D. The Spokane Arts Fund will use sound fiscal and auditing procedures.
 - E. The Spokane Arts Fund will maintain status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.
3. TERM. This Memorandum shall take effect January 1, 2020 and shall terminate on December 31, 2024. It is the intent of the parties to continue this Memorandum in future years, subject to funding allocations. This Memorandum may be terminated earlier, by mutual consent of all parties. In the event of termination, the Spokane Arts Fund shall provide the City with an accounting of all funds in its possession and transfer those receipts related to this Memorandum, along with any restrictions thereon, to the City of Spokane.
4. RESPONSIBILITIES.
 - A. A SPOKANE ARTS FUND.
 - 1) Continue to utilize the Percent for Art Guidelines (chapter 7.06 SMC), Municipal Arts Plan (City policy ADMIN 0014-07-01), Sculpture Walk (City policy

ADMIN 0014-11-02), Wall Street Sculpture (City policy ADMIN 0014-07-04) and Chase Gallery (City policy ADMIN 0014-11-05); and other administrative policies to guide the process for selecting, purchasing, commissioning, placing, accessioning, deaccessioning artwork as purchased through the Percent for Art program or through donations as guided by the Municipal Arts Plan. Percent for Art shall be managed by the Spokane Arts Fund under separate, individual contract(s) with the City as new construction occurs (The Spokane Arts Fund reserves the right to negotiate for additional funds).

- 2) Continue to work with City departments to explore public art opportunities beyond the Percent for Art Guidelines, guided by the policies set forth in subsection 1) above.
- 3) Maintain exhibition space in the Chase Gallery at City Hall for four (4) to six (6) shows per year under the direction of the Exhibiting Committee of the Spokane Arts Commission and the Spokane Arts Fund.
- 4) Continue to participate in the joint approval policy for art work in the Spokane Sculpture Walk according to adopted policies set forth in subsection 1) above.
- 5) Continue to advise governments and developers on the development of public art programs. Provide advisory support to gateways and public art in and near to downtown including the artist database, prospectus and art selection.
- 6) Continue to develop public art education programs for schools, tourism and the general public.
- 7) Work with the City Street Department to place art in the public right of way, temporarily or permanently.
- 8) Continue the operation of the public murals program in collaboration with Downtown Spokane Partnership and other community partners.
- 9) Coordinate and focus equitable cultural development through policy making initiation of new partnerships and exercise of leadership; plan for wise stewardship of cultural resources and seek to incorporate an arts agenda into regional economic development, education and development strategies.

10) Develop marketing materials for performing and visual arts organizations, galleries in downtown including www.spokanearts.org and printed guides/brochures. To the extent provided in existing artwork contracts, the City will allow copyright permission for all City-owned artwork for use in the marketing materials.

11) Deliverables

- a. Financial management policy for pass through grant management
- b. Annual budget and work plan, delivered to the City on or before January 30 of each fiscal year
- c. A financial review engagement by a qualified third party at least once during the contract period

B. CITY.

- 1) The Director of Neighborhood and Business Services acts as staff representative for day-to-day administrative functions as they relate to the Memorandum.
- 2) A City Council member will be appointed as liaison to the Spokane Arts Commission and will serve as a board member to the Spokane Arts Fund.
- 3) Keep a commitment to public art in City ordinances. Utilize the Spokane Arts Fund in an advisory capacity for art selection / de-accession.
- 4) Manage and maintain City-owned art.
- 5) Maintain the Percent for Art program and contract with the Spokane Arts Fund for management of the program.
- 6) Chase Gallery.
 - a) Maintain exhibition space in the Chase Gallery at City Hall for four (4) to six (6) shows per year under the advisory direction of the Exhibiting Committee of the Spokane Arts Commission / Spokane Arts Fund.
 - b) Provide security and staffing for First Friday, First Night and other events related to the Chase Gallery program at cost to the City.
 - c) Provide access to meeting facilities and use of the City Council Chambers without charge for programs related to the Chase Gallery.

- d) Provide access and space in the closet adjacent to the Chase Gallery for tool and pedestal storage and event preparation.
- 7) Maintain insurance for volunteers working in/on City property or the right of-way for the installation of art works in the gallery, events, and for care of the art collection owned by or displayed by the City of Spokane.
- 8) Provide the Spokane Arts Fund assistance in activities at the discretion of the Mayor or designee, and consistent with what is permitted under state and federal law.

5. FUNDING.

- A. The City shall provide annual funding support over the term of the Memorandum to the Spokane Arts Fund, as fiscal agent, as follows:
 - 1) The City will pay Spokane Arts Fund each year of this contract an amount equal to 33% of the prior full year's admissions tax revenue received by the City per SMC 08.03.122.
- B. Public art allocations through Percent for Art or other City funding sources will be in addition to the above and will be invoiced and paid separately by the City or City department.
- C. Acceptable expenditures of City funds to deliver the services outlined in this scope of services may include operational expenditures, program administration, and program materials. The services also include distribution of funds through the Spokane Arts Grants Awards (SAGA) and contract funds for the Grants Administrator. The SAGA Selection Panel is appointed by the Board of Directors and is responsible to vote and select qualified applicants to receive funds. The SAGA committee, comprised of one or more representative(s) from the Board of Directors, the Grants Administrator, and the Executive Director, is responsible to monitor and oversee grant-making related policy matters involving the Spokane Arts Fund, to promote advocacy of the Spokane Arts Fund grants which are funded through the Admissions Tax Ordinance, promote partnership with the community, and monitor how the Spokane Arts Fund grant-making activities and practices affect its public reputation. The funds may also be used as match dollars for third-party grants that support the services identified in this scope of service. Additionally, funds may be used to grow the capacity of Spokane Arts Fund through

donor development, grant writing or any expense that can be demonstrated to sustainably increase SAF revenues from non-government sources.

6. **PAYMENT.** The Spokane Arts Fund shall submit quarterly applications for payment to the Department of Neighborhood and Business Services, Administration Office, Third Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment shall be made within thirty (30) days of receipt of payment application.
7. **REPORTS.**
 - A. The Spokane Arts Fund shall provide the City with a quarterly performance report to include a recap of activities and a financial report.
 - B. **Quarterly Reports:** Quarterly reports required by this contract will include a minimum of a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones for the next quarter. Quarterly reports will include a cover letter narrative description about:
 1. How Spokane Arts Fund utilized City funding to achieve outcomes detailed in the scope of services;
 2. Significant events, programs and activities having occurred in the past quarter and planned in the upcoming quarter; and
 3. Description of how City funds were leveraged to pursue additional funding/investment in the arts or achieved in-kind art services.
 - C. Financial Statements with director narrative (items of note, significant variances in planned to actual spending)
 - D. Quarterly communication about subrecipient project status
 - E. The Spokane Arts Fund shall annually in the fall of each calendar year of this Memorandum, make a presentation to the City Council of their activities.
8. **ACCOUNTABILITY AND STEWARDSHIP.** As the parties want to maintain the highest levels of accountability and stewardship, they agree to share information with the each other as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure programs are successfully provided, donated funds are accounted for, and expenditures are made in accordance with donors' wishes. The Spokane Arts Commission and the Spokane Arts Fund shall provide at the start of each calendar year a current list of their officers and directors to the City.

9. DONATIONS TO ARTS FUND.

A. DONOR COMMUNICATION. The Spokane Arts Commission and the Spokane Arts Fund agree to make the following clear to prospective donors:

- 1) The Spokane Arts Fund is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the Spokane Arts Fund,
- 2) Responsibility for governance of the Spokane Arts Fund, including investment of gifts and endowments, resides with the Spokane Arts Fund Board in a manner consistent with the policies in Section 4(a)(1) above.. In the incidence of bequests to the Spokane Arts Commission, the City agrees to transfer the gifted assets from the Spokane Arts Commission to the Spokane Arts Fund subject to donor approval.
- 3) Gifts made for a designated purpose will be dedicated in their entirety to that purpose unless it is specifically stated that an administrative charge will be applied.

B. CONDITIONS OF GIFT ACCEPTANCE, The Spokane Arts Fund agrees that in accepting gifts of all kinds, it will:

- 1) Ensure that gifts designated for specific purposes are in compliance with the Spokane Arts Commission and Spokane Arts Fund's mission and goals.
- 2) Ensure that gifts are promptly reported to and approved for acceptance by the Spokane Arts Fund Board.
- 3) Coordinate its funding goals, programs and campaigns with the Spokane Arts Fund.
- 4) Require that for any gift, grant, or contract that includes a financial or contractual obligation binding upon the City, it must have prior concurrence in writing from the Mayor or Mayor's designee.

10. FINANCIAL PROCEDURES.

A. STANDARDS. The Spokane Arts Fund will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it should ensure that the following standards are applied:

- 1) PRUDENT PRACTICES. In general, Spokane Arts Fund investment procedures should be conducted in accordance with applicable state law, prudent, sound practices to ensure that gift assets are protected and enhanced, that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Spokane Arts Fund's Board. The investments must be consistent with the terms of the gift instrument.
- 2) ADMINISTRATION OF INCOME. Income from investments, net of administration fees, should be administered in accordance with pertinent Spokane Arts Fund policies.
- 3) ANNUAL REPORT. The Spokane Arts Fund shall also prepare an annual Financial report to the City that summarizes the fiscal status of the Spokane Arts Fund. The City and the Spokane Arts Fund shall provide each other with other reports as may be necessary to ensure proper financial oversight.

B. FINANCIAL STATEMENTS. The Spokane Arts Fund shall maintain financial records in accordance with generally accepted accounting principles.

C. INSPECTION OF SPOKANE ARTS FUND RECORDS. Because private funds are raised to support public projects, the Spokane Arts Fund will permit, on reasonable notice, authorized City officials or their designees to inspect all Spokane Arts Fund books and records relating to this Memorandum, except to the extent the inspection violates rights to privacy or confidential donor information.

D. COMPLIANCE REVIEW. The City may conduct periodic compliance reviews of the use of donated funds. Their purpose will be to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors and/or the Spokane Arts Fund. The scope of the review and extent of testing will be mutually agreed upon in advance by the City and the Spokane Arts Fund. A written report of the results of the review shall be provided to the Spokane Arts Commission Spokane Arts Fund

11. LIABILITY.

- A. The Spokane Arts Fund shall indemnify and hold harmless the City, its officers and employees, and the Spokane Arts Commission from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Arts Fund in performance / non-performance of this Memorandum, except for claims arising from the negligence of the City, its officers and employees or the Spokane Arts Commission. The Spokane Arts Fund's liability shall be limited to the maximum amounts of insurance coverage in section 12.
- B. The City (also including the Spokane Arts Commission) shall indemnify and hold harmless the Spokane Arts Fund, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City or the Spokane Arts Commission in performance / nonperformance of this Memorandum, except for claims arising from the negligence of the Spokane Arts Fund. This indemnification includes all negligent acts or omissions occurring before January 1, 2013.

12. INSURANCE. During the term of the Memorandum, the Spokane Arts Fund shall maintain in force at its own expense, the following types and amounts of insurance:

- A. 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 provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Spokane Arts Fund's services to be provided under this Memorandum; and
- B. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.
- C. Appropriate insurance for art exhibits and pieces displayed in the Chase Gallery.
- D. 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 Spokane Arts Fund or its insurer(s) to the City. As evidence of the insurance coverage's required by this Memorandum, the Spokane Arts Fund shall furnish an acceptable insurance certificate to the City at the time the Spokane Art Fund returns the signed Memorandum.

13. ENTIRE AGREEMENT. This Memorandum represents the parties' entire agreement with respect to the matters specified herein.
14. GOVERNING LAW AND VENUE. This Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.
15. SEVERABILITY. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.
16. 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 Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.
17. 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 Memorandum 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 Memorandum.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SPOKANE ARTS COMMISSION

By: _____
Title: _____

Dated: _____

SPOKANE ARTS FUND

By: _____
Title: _____



Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/4/2019
Clerk's File #	ORD C35871
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	PUBLIC WORKS
Contact Name/Phone	SCOTT SIMMONS 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	SPECIAL BUDGET ORDINANCE - TRANSPORTATION BENEFIT DISTRICT FUND

Agenda Wording

Special Budget Ordinance for Transportation Benefit District Fund.

Summary (Background)

With the passage of voter initiative 1976, the future funding of TBD projects is uncertain. Each project year, the City has TBD funded projects that carryover into the following year before closeout is accomplished. This SBO will bring all carryover project funding into the current year budget so that the TBD program is essentially zeroed out by year end.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$ 1,700,000.00	# 1990 - Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FLEIGER, NATHAN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	UE 12/9/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	korlob@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	nzollinger@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works Division
Subject:	TBD Projects
Date:	12/04/19
Author (email & phone):	Scott Simmons smsimmons@spokanecity.org 625-6584
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO for Transportation Benefit District Project closeouts
Background/History: With the passage of voter initiative 1976, the future funding of TBD projects is uncertain. Each project year, the City has TBD funded projects that carryover into the following year before closeout is accomplished. This SBO will bring all carryover project funding into the current year budget so that the TBD program is essentially zeroed out by year end.	
Executive Summary: <ul style="list-style-type: none"> • 1976 passage creates uncertainty of future TBD funding • Carryover projects are anticipated into 2020 • SBO of \$1,700,000 recommended to fully budget all projected carryover projects into 2019 so that program essentially zero's out at end of 2019 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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:	

ORDINANCE NO C35871

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 Transportation Benefit District 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 Transportation Benefit District Fund, and the budget annexed thereto with reference to the Transportation Benefit District Fund, the following changes be made:

FROM:	1990-99999 99999-	Transportation Benefit District (TBD) Undesignated Reserves	\$ 1,700,000
TO:	1990-49851 42800-54201	TBD-2019 Residential G/O Contractual Services	\$ 621,512
	1990-49810 42300-54141	TBD –Residential Crack seal IF Other Professional Services	\$ 650,000
	1990-49850 42800-54141	TBD –Residential Chip seal IF Other Professional Services	\$ 250,000
	1990-85210 97140-80101	TBD – Admin Operating Transfer to Arterial Streets	\$ 91,000
	1990-85210 97242-80101	TBD – Admin Operating Transfer to ICM	\$ 87,488

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 projects coming in over engineer's estimates and budgeting shortfalls, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/3/2019
Clerk's File #	ORD C35872
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT SIMMONS X6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	SBO - INCREASED CLEANUP OF ILLEGAL ENCAMPMENTS & ILLEGAL DUMPING		

Agenda Wording

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

Summary (Background)

The City responds to public complaints of illegal dumping in the ROW, code enforcement complaints of abandoned/derelict homes and abatement of such, and illegal camping on public and private property. The City incurs personnel costs and disposal costs to respond to these complaints. Given the rise in volume, an SBO is required to fund the unbudgeted expenses.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>
		Public Works? NO	
Revenue	\$ 500,000		# 4500-99999-99999 undesignated reserves
Expense	\$ 250,000		# 4500-43313-37173-54117 (SW abatement/Littert)
Expense	\$ 250,000		# 4500-43313-37173-54117 (illegal encampment)
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	PSCHC 11/4/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	smsimmons@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	lwilliams@spokanecity.org	
<u>Additional Approvals</u>		korlob@spokanecity.org	
<u>Purchasing</u>		jsalstrom@spokanecity.org	
		cconklin@spokanecity.org	
		pingiosi@spokanecity.org	

ORDINANCE NO C35872

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 Solid Waste Funds, 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 Solid Waste Fund, and the budget annexed thereto with reference to the Solid Waste Fund, the following changes be made:

FROM:	4500-99999 99999	Solid Waste Fund Undesignated Reserves	<u>\$ 500,000</u>
TO:	4500-43313 37173-54117	Solid Waste Fund IF Code Enforcement (solid waste abatement & litter control)	<u>\$ 250,000</u>
	4500-43313 37173-54117	Solid Waste Fund IF Code Enforcement (illegal encampment cleanups)	<u>\$ 250,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the increase in Solid Waste complaints and cleanup costs related to illegal encampments, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division
Subject:	Illegal Encampments and Illegal Dump Cleanups
Date:	11/04/19
Author (email & phone):	Scott Simmons smsimmons@spokanecity.org 625-6584
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Clean and Safe
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO for increased cleanup of homeless encampments and illegal dumping
Background/History: The City responds to public complaints of illegal dumping in the ROW, code enforcement complaints of abandoned/derelict homes and abatement of such, and illegal camping on public and private property. The City incurs personnel costs and disposal costs to respond to these complaints. Given the rise in volume, an SBO is required to fund the unbudgeted expenses.	
Executive Summary: <ul style="list-style-type: none"> <i>Increase in number of homeless encampments requiring cleanup</i> <i>City responding more rapidly to reported illegal camping</i> <i>Continued rise in illegal dumping in ROW and abatements involving Code enforcement and Litter Crew</i> <i>SBO of \$500,000 needed to cover unbudgeted expenses</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/3/2019
Clerk's File #	ORD C35873
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	KRIS BECKER X6392
Contact E-Mail	KBECKER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	SBO - ILLEGAL ENCAMPMENT CLEANUPS

Agenda Wording

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

Summary (Background)

In May, the City launched a pilot program to more effectively and efficiently respond to reports of illegal camping on public and private property. A second crew was hired to assist the litter crew in the clean-up of the camps. The City incurred additional personnel costs and contractual costs to respond to these complaints. An SBO is required to fund the unbudgeted expenses.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Revenue	\$ 75,000		#	1200-58201-99999-34919-99999
Expense	\$ 41,557		#	1200-58201-24600-08490-99999
Expense	\$ 3,179		#	1200-58201-24600-52110-99999
Expense	\$ 30,264		#	1200-58201-24600-54201-99999
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		BECKER, KRIS	<u>Study Session</u>	Urban Experience 12/16
<u>Division Director</u>		CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE	kbecker@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	lwilliams@spokanecity.org	
<u>Additional Approvals</u>			korlob@spokanescity.org	
<u>Purchasing</u>			lgarcia@spokanecity.org	
			jlargent@spokanecity.org	
			pingiosi@spokanecity.org	

ORDINANCE NO C35873

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 Code Enforcement 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 Code Enforcement Fund, and the budget annexed thereto with reference to the Code Enforcement Fund, the following changes be made:

FROM:	1200-58201	Code Enforcement Fund	
	99999-34919	IF Other General Govt Services	75,000
TO:	1200-58201	Code Enforcement – illegal camping	
	24600-08490	Temp Seasonal	<u>\$ 41,557</u>
	1200-58201	Code Enforcement – illegal camping	
	24600-52110	Social Security	<u>3,179</u>
	1200-58201	Code Enforcement – illegal camping	
	24600-54201	Contractual Services	<u>\$ 30,264</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 budget for the increase in cleanup costs related to illegal camping, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood and Business Services – Code Enforcement
Subject:	Illegal Encampments Cleanup
Date:	12/3/19
Author (email & phone):	Kris Becker kbecker@spokanecity.org 625-6392
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Clean and Safe
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO for increased cleanup of homeless encampments
Background/History: In May, the City launched a pilot program to more effectively and efficiently respond to reports of illegal camping on public and private property. A second crew was hired to assist the litter crew in the clean-up of the camps. The City incurred additional personnel costs and contractual costs to respond to these complaints. An SBO is required to fund the unbudgeted expenses.	
Executive Summary: <ul style="list-style-type: none"> • Increase in number of homeless encampments requiring cleanup • City responding more rapidly to reported illegal camping • SBO of \$75,000 needed to cover unbudgeted expenses 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/16/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35874

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**JACQUI 625-4109
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0680 - SBO RECYCLED BRASS

Agenda Wording

Ordinance amending Ordinance No. C-35703 passed by Council on December 10, 2018 to make changes in the appropriations of the General Fund - POLICE, FROM General Fund - POLICE TO, Various Accounts, same fund.

Summary (Background)

Several agencies around Spokane use the Academy's Firing range for training. Spent ammunition brass casings are collected and recycled locally and the money collected is then returned as funds back to the city. The Range would like to increase its operating budget so it can purchase range supplies and make a few upgrades before year-end.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 14,130.00

0680-11460-21400-36911-99999

Expense \$ 14,130.00

0680-11460-21400-VARIOUS-99999

Select \$

#

Select \$

#

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

KING, KEVIN

Study SessionPSCHC Meeting
12/02/2019**Division Director**

LUNDGREN, JUSTIN

Other**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

spdfinance

For the Mayor

ORMSBY, MICHAEL

jmacconnell@spokanepolice.org

Additional Approvals**Purchasing**

ORDINANCE NO C35874

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

FROM:	0680-11460 21400-36911	Police Fund – Academy Sale of Recycling Materials	<u>\$ 14,130</u>
TO:	0680-11460 21400-53206	Police Fund – Academy Ammunition	3,313
	0680-11460 21400-53210	Police Fund – Academy Repair & Maintenance Supplies	922
	0680-11460 21400-53526	Police Fund – Academy Weapons	9,290
	0680-11460 21400-53201	Police Fund – Academy Operating Supplies	605
			<u>\$ 14,130</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 order and purchase police equipment and supplies and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO to recognize revenue from recycled brass for Academy upgrades and equipment
Date:	
Contact (email & phone):	Jacqui MacConnell JMACCONNELL@SPOKANEPOLICE.ORG 625-4109
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)	Approval of SBO to recognize \$14,130 from the disposal and recycling of spent ammunition brass with an increase to the operating budget of the Police Academy.
Background/History: SPD along with outside agencies use the range for firearms and reality based training, firearms proficiency and qualifications. Spent ammunition brass casings are collected and recycled locally and the money collected is then returned as funds back to the city.	
Executive Summary: <ul style="list-style-type: none"> <i>Spent ammunition brass is collected and recycled on a recurring basis throughout the year.</i> <i>SPD has recovered \$14,130 year-to-date from the recycling of brass.</i> <i>Request increase to the Academy's operating budget to purchase supplies for range upgrades and equipment. Below are the items that would be purchased with these funds.</i> <i>(10) Aimpoint Pro Optics for patrol rifles- \$4,802.49</i> <i>(8) Bravo Company rifle upper receivers- \$4,488.51</i> <i>(10) Cases of 9mm Federal ammunition- \$3,312.90</i> <i>(30) Paintball style goggle/facemasks- \$604.74</i> <i>(20) Foam board signs- \$724.50</i> <i>Screws/paint/boards- \$196.86</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/3/2019
Clerk's File #	ORD C35875
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVE STEELE X6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	SBO - INTERMODAL FACILITY

Agenda Wording

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

Summary (Background)

The Intermodal Facility is a City owned facility that provides transit options for AMTRAK and Greyhound customers. This facility has been the City of Spokane's responsibility since 1983 when the City partnered in revitalizing the facility. Long term tenants, difficult hours of operations, and limited leasing opportunities make this facility a challenge to manage and maintain. This SBO provides additional maintenance and repair dollars to cover general operating expenses for the remainder of 2019

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Revenue	\$ 73,000		# 0100-99999-99999 undesignated reserves	
Expense	\$ 73,000		# 0980-89000-97147-80101-99999	
Revenue	\$ 150,000		# Various	
Expense	\$ 150,000		# 1570-23100-18200-54802-99999	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		STEELE, DAVID	<u>Study Session</u>	Urban Experience 12/16
<u>Division Director</u>		STOPHER, SALLY	<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE	dsteele@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	lwilliams@spokanecity.org	
<u>Additional Approvals</u>			korlob@spokanescity.org	
<u>Purchasing</u>			pingiosi@spokanecity.org	

ORDINANCE NO C35875

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

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the General Fund and Intermodal 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	General Fund Undesignated Reserves	\$ 73,000
TO:	0980-89000 97147-80101	TBD-2019 Residential G/O Operating Transfer to Intermodal	\$ 73,000

Section 2. That in the budget of the Intermodal Fund, and the budget annexed thereto with reference to the Intermodal Fund, the following changes be made:

FROM:	1570-23100 99999-39710	Intermodal From General Fund	\$ 73,000
	1570-23100 99999-36231	Intermodal Space/Facility Lease	\$ 77,000
TO:	1570-23100 18200-54802	Intermodal Building Repairs/Maintenance	\$ 150,000

Section 3. 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 increased maintenance and security costs and Intermodal Facility, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Finance Committee

Division & Department:	Finance - Asset Management
Subject:	SBO Providing additional dollars for the Intermodal Facility
Date:	December 10th, 2019
Author (email & phone):	Dave Steele, dsteeler@spokanecity.org 625-6064
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	December 10th, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of an SBO authorizing additional dollars for Intermodal Facility Operating expenses
Background/History: <p>The Intermodal Facility is a City owned facility that provides transit options for AMTRAK and Greyhound customers. This facility has been the City of Spokane's responsibility since 1983 when the City partnered in revitalizing the facility.</p> <p>Long term tenants, difficult hours of operations, and limited leasing opportunities make this facility a challenge to manage and maintain.</p> <p>This SBO provides additional maintenance and repair dollars to cover general operating expenses for the remainder of 2019</p>	
Executive Summary: <ul style="list-style-type: none"> ○ This SBO provides additional dollars from the General Fund in the amount of \$73,000 and \$77,000 from Intermodal Facility Leases to the Intermodal Building Repairs and Maintenance budget line, providing operating revenue of \$150,000 for the remainder of 2019. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/16/2019

Date Rec'd

12/3/2019

Clerk's File #

RES 2019-0116

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700- RESOLUTION FOR THE VACATION OF RIVERSIDE BETWEEN GRANT & LOT 10

Agenda Wording

Resolution setting hearing before the City Council for January 27, 2019 for the vacation of Riverside Avenue from the west line of Grant Street to the west line of Lot 10 of the Plat of Railroad addition, as requested by the City of Spokane Staff.

Summary (Background)

City staff wishes to initiate this right-of-way vacation by resolution.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study SessionUrban Experience
12/9/19**Division Director**

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jwest@spokanecity.org

ccortright@spokanecity.org

korlob@spokanecity.org

dnorman@spokanecity.org

RESOLUTION 2019-0116

A RESOLUTION INITIATING THE VACATION OF CITY RIGHT-OF-WAY AND SETTING A HEARING FOR THE VACATION OF RIVERSIDE AVENUE BETWEEN THE WEST LINE OF GRANT STREET AND THE WEST LINE OF LOT 10 OF THE PLAT OF RAILROAD ADDITION TO THE CITY OF SPOKANE.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That a hearing on the petition to vacate the Riverside Avenue between the west line of Grant Street and the west line of Lot 10 of the Plat of Railroad Addition, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 27, 2020**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

City Clerk

Approved as to form:

Assistant City Attorney

P1907477VACA

E Martin Luther King Jr Way

E Riverside Ave

E Riverside-Sprague Aly

N Grant St

E Sprague Ave

S Spokane St

S Grant St

E 1st Ave

0 50 100 150
Feet



Right-of-way Description:
Riverside Ave between the west line of
Grant St and west line of Lot 10 of Railroad
Addition to the City of Spokane

Legend

 vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.





Agenda Sheet for City Council Meeting of:
12/16/2019

Date Rec'd	12/3/2019
Clerk's File #	RES 2019-0117
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	4700- RESOLUTION OF VACATION OF THOR BETWEEN GARNET & GLASS

Agenda Wording

Resolution setting hearing before the City Council for January 27, 2019 for the vacation of the east 37.5 feet of Thor St. between Garnet Ave and Glass Ave, as requested by Dat Nguyen.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	PIES 11/25/19
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		jwest@spokanecity.org	
		ccortright@spokanecity.org	
		korlob@spokanecity.org	
		dnorman@spokanecity.org	

RESOLUTION 2019-0117

WHEREAS, on October 7, 2019, the Spokane City Council received a petition for the vacation of the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That a hearing on the petition to vacate the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 27, 2020**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

City Clerk

Approved as to form:

Assistant City Attorney

P1906484VACA



Right-of-way Description:
The east 37.5' of Thor St. north of
Garnet and adjacent to Lot 7, Block
34 in the plat of Minnehaha Addition

Legend

 vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



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

12/16/2019

Date Rec'd

12/3/2019

Clerk's File #

RES 2019-0118

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700- RESOLUTION FOR VACATION OF ALLEY BETWEEN 14TH & WOODLAND

Agenda Wording

Resolution setting hearing before City Council for January 27, 2020 for the vacation of the alley between 14th Ave & vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition

Summary (Background)

A petition was submitted representing 100% of the abutting property owners. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study SessionUrban Experience
11/25/19**Division Director**

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jwest@spokanecity.org

ccortright@spokanecity.org

korlob@spokanecity.org

dnorman@spokanecity.org

RESOLUTION 2019-0118

WHEREAS, on September 3, 2019, the Spokane City Council received a petition for the vacation of the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 27, 2020** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

City Clerk

Approved as to form:

Assistant City Attorney

P1905553VACA

W 13th Ave

S US 195 HWY

W 14th Ave

S Milton St

S Lindeke St

W 15th Ave

S Cochran St

0 50 100 150 Feet



Right-of-way Description:
The alley between Lindeke St. and
the railroad and north of 14th Ave

Legend

 vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.





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

Date Rec'd	10/23/2019
Clerk's File #	ORD C35836
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 NOEL COMMUNICATIONS FRANCHISE ORDINANCE		

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

Summary (Background)

the City of Spokane granted to Noel Communications, Inc., a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public. Noel Communications plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Select \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PIES 9/23/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	tszambelan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Noel Communications submitted a letter to the City of Spokane on or about August 13, 2019, requesting consent to the Assignment of the Franchise from Noel Communications to Wholesail Networks. The City of Spokane has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the City of Spokane. The City of Spokane has concluded the Assignee meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35836

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

WHEREAS, the City of Spokane ("Grantor") granted to Noel Communications, Inc., a Washington corporation ("Grantee"), a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public in the City of Spokane (the "Franchise");

WHEREAS, Grantee plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC, a Washington limited liability company ("Assignee");

WHEREAS, Grantee submitted a letter to Grantor on or about August 13, 2019, requesting Grantor's consent to the Assignment of the Franchise from Grantee to Assignee (the "Consent Request");

WHEREAS, in connection with the consummation of the sale of the Business to Assignee, which is anticipated to take place on or around August 31, 2019 (the "Closing"), Grantee desires to assign its rights and delegate its obligations under the Franchise to Assignee (the "Assignment");

WHEREAS, Grantor has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the Franchise;

WHEREAS, all written comments and staff reports have been received, and made a part of the record; and

WHEREAS, based on the foregoing, Grantor has concluded Assignee has established it meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Grantor hereby approves the Consent Request and consents to the transactions contemplated by the Purchase Agreement and the Assignment.

Section 2. Grantor confirms that: (a) the Franchise was duly issued to Grantee, is

valid and enforceable in accordance with its terms, and is in full force and effect; (b) other than as set forth in this Ordinance, there have been no amendments or modifications to the Franchise; (c) to Grantor's knowledge, there are no defaults under the Franchise, and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, could constitute a default thereunder; and (d) upon the Closing, the duly authorized franchisee under the Franchise will be Assignee.

Section 3. Assignee may hereafter, without the need to obtain the prior consent of Grantor, from time to time: (a) assign or transfer its assets, including the Franchise, provided however, that such assignment or transfer is to a parent or subsidiary of Assignee or another entity under direct or indirect control of the parent of Assignee; (b) restructure its debt or change the ownership interests among its equity participants, and/or its affiliates; (c) pledge or grant a security interest in its assets, including but not limited to the Franchise, or of the ownership interests in Assignee, to any secured lender(s) for purposes of securing indebtedness.

Section 4. The Franchise and this Ordinance were and are made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to Grantor, and with all applicable notice and procedure requirements, and do not conflict with the laws, ordinances, resolutions and other regulations of Grantor, as presently in effect or as the same were in effect at the time the particular action was taken.

Section 5. Grantor's approval of the Consent Request and its consent to the Assignment of the Franchise to Assignee shall be effective from and after its adoption and approval by the Grantor. Assignee shall notify the Grantor in writing upon the date of the Closing.

Section 6. Grantor releases Grantee, effective upon the Closing, from all obligations and liabilities (including any guarantee or surety) under the Franchise related to the period on and after the date of the Closing; and Assignee shall be responsible for any obligations and liabilities under the Franchise related to the period on and after the date of the Closing.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

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

12/02/2019

Date Rec'd

11/19/2019

Clerk's File #

ORD C35857

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**

PAUL INGIOSI 625-6061

Project #**Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0410 - 2020 BUDGET ADOPTION

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2020, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2019.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

Study Session**Division Director**

STOPHER, SALLY

Other**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

lwilliams@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

pingiosi@spokanecity.org

Additional Approvals

gcooley@spokanecity.org

Purchasing

ORDINANCE NO. C35857

An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2019; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2019, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2020 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2020, as set forth in the document attached hereto and entitled, "2020 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2020 Annual Budget, be and the same is, hereby fixed, determined and adopted; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds

as specifically indicated in the 2020 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council_____.

Council President

Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
12/09/2019

Date Rec'd	11/21/2019
Clerk's File #	ORD C35862
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR 5096256715
Contact E-Mail	GBYRD@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0320 SALARY REVIEW COMMISSION ORDINANCE

Agenda Wording

An ordinance relating to the Salary Review Commission; amending SMC sections 2.05.020, 2.05.030, 2.05.040 and 2.05.050.

Summary (Background)

Updates the duties of the Salary Review Commission (SRC), which is charged with reviewing and establishing the salaries of the Spokane City Council Members and the Council President pursuant to Chapter 2.05 of the Spokane Municipal Code. As a result of Spokane citizens' August 4, 2015 ballot results, and effective as of September 28, 2015, the Commission is also charged with reviewing and establishing the salary of the Mayor of the City of Spokane, via amended ordinance C-35292.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PSCHC 12/2/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	gbyrd@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE C35862

An ordinance relating to the Salary Review Commission; amending SMC sections 2.05.020, 2.05.030, 2.05.040 and 2.05.050.

The City of Spokane does ordain:

Section 1. The SMC Section 2.05.020 is amended to read as follows:

2.05.020 Membership – Term – Removal

A. Membership.

The commission shall consist of five members who are residents and registered voters of the City. Appointment shall be as follows:

1. Three Commission members shall have experience in the field of personnel management, or a demonstrated knowledge in the administration of compensation and benefits. Two Commission members shall have experience in finance, business management, or other related fields that demonstrate experience beneficial to the review of total compensation and establishment of salary. ~~((Two members shall be at-large appointments appointed by the mayor with the city council's approval.))~~
2. All members shall be at-large appointments nominated by the mayor and appointed by the city council. ~~((Three members shall be appointed by the mayor with city council approval with one member from each of the three city council districts respectively. The individuals submitted for appointment from the council districts shall be recommended by the city council to the mayor for appointment.))~~
3. Applications for positions to the salary review commission shall be reviewed by the City's ethics committee pursuant to SMC 1.04.170 as an advisory opinion for potential conflicts of interest or other conflicts with the ethics code.
4. The ethics committee's advisory opinion shall be filed with the mayor's office and with the city council.

B. Term.

Each member of the commission shall serve a four-year term, and no member shall be appointed to more than two terms regardless of whether the terms are held consecutively.

1. More than two years of a four-year term shall count as a whole term.
2. Initial appointments shall be as follows:
 - a. Three members shall be appointed for a period of four years; and
 - b. Two members shall be appointed for two years.

3. All subsequent appointments or reappointments shall be for a four-year term.
4. Appointments may be made to complete an unexpired term in the event of a vacancy.

C. Removal.

Commission members may only be removed during their terms of office by the city council with a recommendation from the mayor for cause of:

1. incapacity,
2. incompetence,
3. neglect of duty,
4. malfeasance in office, or
5. for a disqualifying change in:
 - a. residence, or
 - b. voter status.

D. Compensation.

Commission members shall serve without compensation.

E. Qualifications.

~~((1. Commission members shall have experience in finance, business management, or personnel management, or other related fields that demonstrate experience beneficial to the review and establishment of salaries for elected officials.))~~

~~((2))~~1. Officers, officials, and employees of the City and their immediate family members shall not be eligible to serve on the commission.

a. For the purposes of this section, "immediate family member" shall mean a:

- i. parent,
- ii. stepparent,
- iii. in-law,
- iv. spouse,
- v. sibling,
- vi. stepsibling,
- vii. child,
- viii. stepchild, or
- ix. dependent relative

of the officer, official or employee, whether or not living in the household of the officer, official or employee.

Section 2. That SMC section 2.05.030 is amended to read as follows:

2.05.030 Definitions

- A. "Elected officials" means the positions of mayor, council president and all council members.
- B. "Salary" or "salaries", as used in this chapter, means ~~((any fixed compensation paid periodically for work or services.))~~ the annual wage paid for work or services to the positions of mayor, council president and all council members as contained in City Pay Plan A09.

1. ~~((This definition expressly excludes the total cost of any medical or other benefits provided to any elected official, as well as any expenses paid or reimbursed on behalf of an elected official in compliance with the City policies and procedures for expense reimbursements.))~~

Annual Wage – as applied to the positions of mayor, council president and all council members, "annual wage" or "annual wages" shall mean the specific dollar amount identified in City pay plans A09 and shall exclude the cost of all other benefits provided to the employee.

- C. "Total Compensation" shall mean any salary plus any medical, dental, retirement, deferred compensation and all other benefits provided to the elected officials.

Section 3. That SMC section 2.05.040 is amended to read as follows:

2.05.040 Duties

- A. It is the goal of the commission to base salaries of the mayor, council president and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president and council members. The commission shall study the relationship of ~~((salaries))~~ total cost of compensation to the duties of the mayor, council president and council members.
- B. A decision by the commission to change the salary of the mayor, council president or city council members, shall be filed by the commission with the city clerk by May 31st, shall be final and shall become effective and incorporated into the city budget without further action of the city council or salary commission.
1. Any change of salary, by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.

- C. Salary increases established by the commission for the mayor, council president and council members shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president and all city council members regardless of their terms of office.
- D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president or council member at the commencement of their next subsequent terms of office.

Section 4. That SMC section 2.050.050 is amended to read as follows:

2.05.050 Operations of Commission

- A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.
- B. The commission shall annually elect a chair and vice chair from its members.
- C. All meetings of the commission shall be open to the public.
 - 1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected officials to address the commission.
- D. The commission shall meet to review the salary schedules of the mayor, council president and council members, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.
 - 1. Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.
- E. In determining the salaries for the mayor, council president and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. The commission shall utilize best-practice methodology for determining the elected official's salary giving consideration to data and other information gathered by the City's Human Resources Department and presented to the commission. The commission shall also consider each year information regarding cost of living adjustments (COLA), including the COLA provided by the City to the Managerial and Professional Association in its collective bargaining agreement. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate city department.
- F. Three members of the commission shall constitute a quorum and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president and council members as well as all other matters of the

commission.

- G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.
1. The commission shall provide written documentation forming the basis for the salary schedule.
- H. The commission shall be assisted in performing its duties by staff members; one budget staff member from the city council office and one staff member from the human resources department assigned by the city administration and the City Council. The staff members will research, review, and provide current data to commission about any proposed salary adjustment and may also make recommendations to the commission based on their research.

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:**

12/09/2019

Date Rec'd

11/21/2019

Clerk's File #

ORD C35863

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Contact Name/Phone

INGA NOTE 625-6331

Contact E-Mail

INOTE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4250-UPDATE SMC 12.08.040

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

An update of the Arterial Street Map contained in SMC 12.08.040.

Summary (Background)

The City completed an overall update of the 20-year Arterial Network Map TR 12 in 2017 with the Comprehensive Plan Chapter 4 work. The City also maintains an Arterial Street Map in SMC 12.08.040, which represents existing conditions on our streets. This map has not been updated since 2008, is missing the West Plains annexation area and has many other inconsistencies with Map TR 12. The Plan Commission approved the proposed map at the November 13, 2019 hearing and recommend to move it forward

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 00

00

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

MILLER, KATHERINE E

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Finance 11/18/19

Distribution List

eraea@spokanecity.org

inote@spokanecity.org

kemiller@spokanecity.org

bturner@spokanecity.org

ceharris@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

for City Council approval.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper City Council

Division & Department:	Integrated Capital Management, Streets, Planning
Subject:	Arterial Street Map SMC 12.08.040
Date:	11/20/2019
Contact (email & phone):	Inga Note, inote@spokanecity.org , 625-6331
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Comprehensive Plan
Strategic Initiative:	Improving Streets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Correct inconsistencies in the arterial street map in SMC 12.08.040

Background/History: The City completed an overall update of the 20-year Arterial Network Map TR 12 in 2017 with the Comprehensive Plan Chapter 4 work, then removed one road using an emergency comprehensive plan amendment in 2019. This map is maintained in Chapter 4 of the Comprehensive Plan <https://static.spokanecity.org/documents/shapingspokane/comprehensive-plan/chapter-4-transportation-v3.pdf>.

The City also maintains an Arterial Street Map in SMC 12.08.040. This map has not been updated since 2008, is missing the West Plains annexation area and has many other inconsistencies with the current Map TR 12. Staff has spent the last few months working on an update with Plan Commission and doing outreach with the neighborhoods. The Plan Commission approved the map at the 11/13/19 hearing and recommend to move it forward for City Council approval.

Executive Summary:

Purpose – To update the map in SMC 12.08.040 so it includes the West Plains Annexation area and better aligns with the updated Map TR 12.

Use of the Maps – The uses of the two maps are outlined below.

Comprehensive Plan Map TR 12	Spokane Municipal Code 12.08.040 Map
20+ year plan Anticipated long-term function Preserve right-of-way for future arterials	Current Operations Traffic control decisions Plowing and sweeping priorities Street Design Standards

Impact to the public – If adopted, a few changes to the map will lead to signing and striping modifications in the field. These may not be completed until spring 2020 due to weather conditions. A few road segments (17th, Alberta, Woodside) were initially proposed for upgrades but ultimately removed during the public involvement process.

Public Outreach – Staff prepared a project webpage with links to the Plan Commission packets, Existing and Proposed maps, an explanation of the map uses, staff contact information and a schedule of public comment opportunities. We also posted information using Nextdoor and attended two neighborhood council meetings to discuss the impacts of changing the map.

Schedule

- Plan Commission workshop – 6/12/19
- Plan Commission workshop – 6/26/19
- PCTS Meeting – 7/9/19
- PIES Committee – 7/22/19
- Community Assembly – 8/1/19
- Neighborhood Council notification and other outreach – August - October
- Plan Commission Workshop – 10/23/19
- Plan Commission Hearing – 11/13/19
- Finance & Administration Committee – 11/18/19
- **City Council – December 2019**

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:

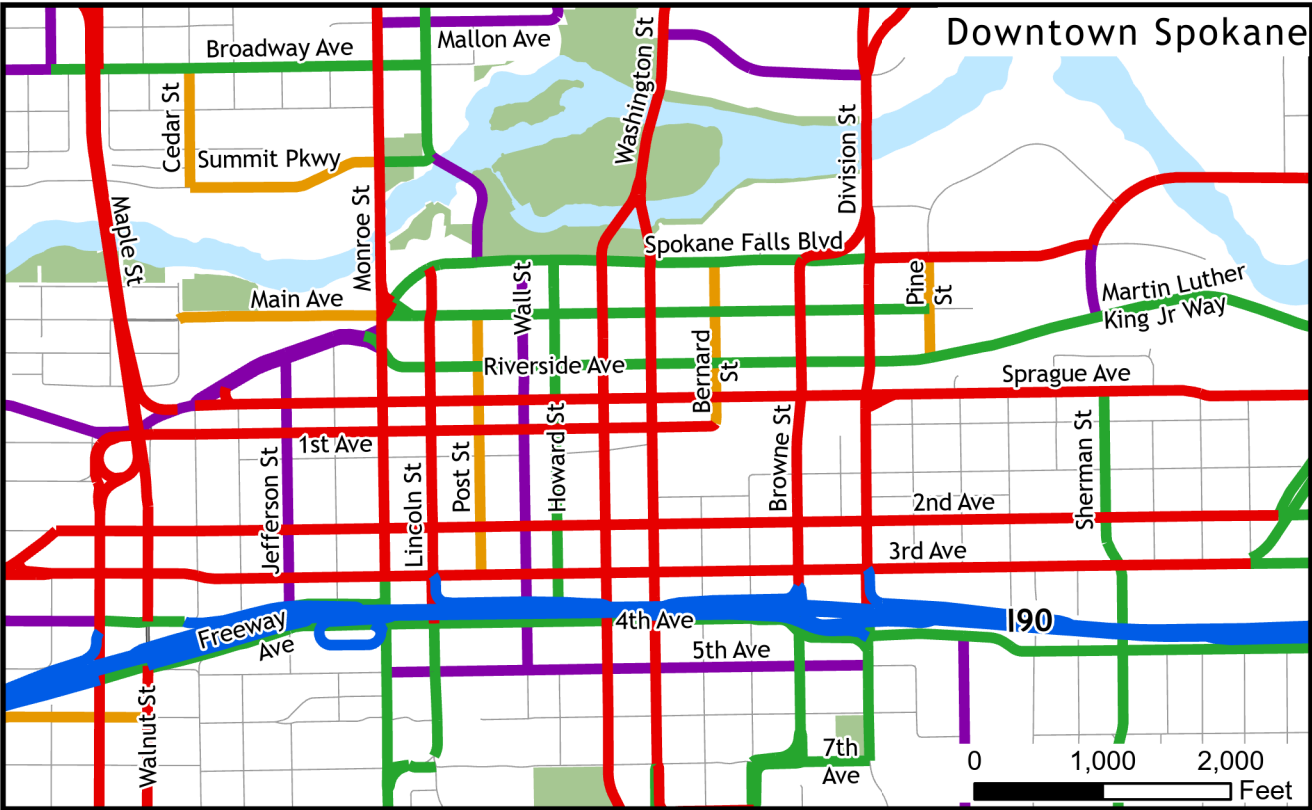
Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:

City of Spokane Official Arterial Street Map SMC 12.08.040

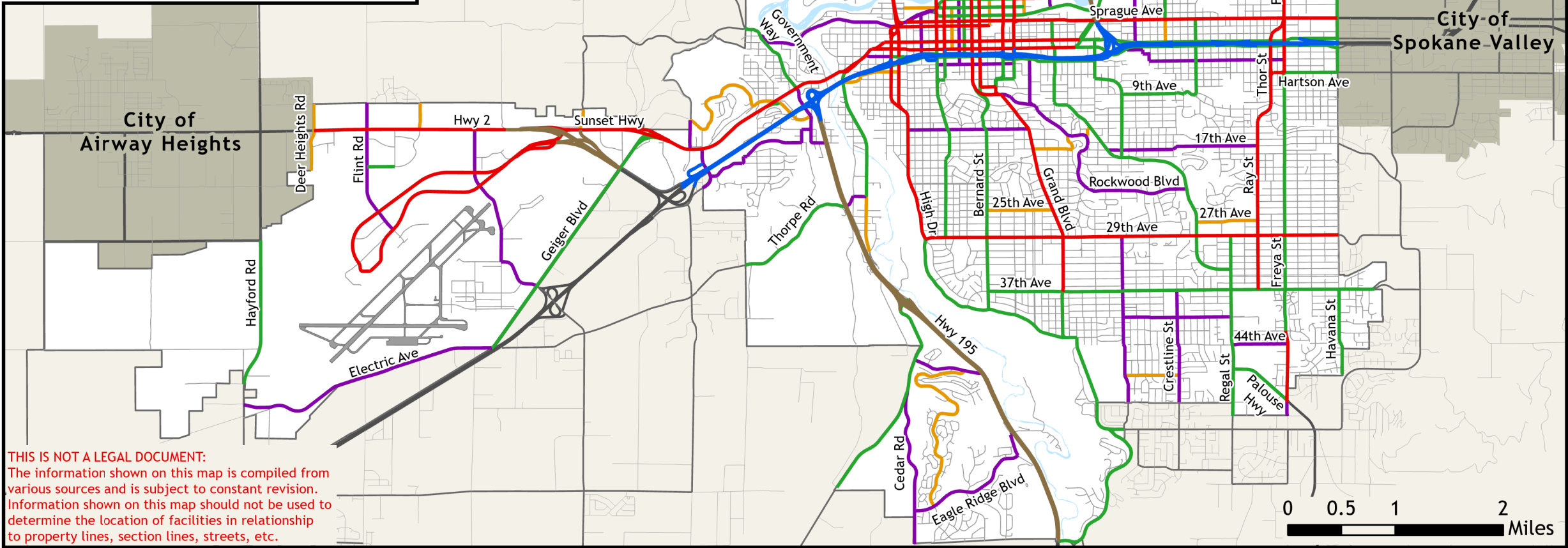


Legend

- Urban Interstate
- Urban Other Freeways and Expressways
- Urban Principal Arterial
- Urban Minor Arterial
- Urban Major Collector
- Urban Minor Collector
- Urban Local Access
- City of Spokane
- Stream or River



Date: October 2019



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

ORDINANCE NO. C35863

An ordinance relating to arterial streets; changing Section 12.08.040 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council has adopted an Official Arterial Street Map (Ordinance No. C34255, 2008); and

WHEREAS, with the 2011 annexation of the West Plains the City acquired arterial streets from Spokane County (Ordinance No. 34749, 2011) and these streets are not shown on the Official Arterial Street Map; and

WHEREAS, the City Council updated the Planned Arterial Network Map in the Comprehensive Plan (Ordinance No. 35509, 2017); and

WHEREAS, there are substantial differences between the Planned Arterial Network Map and the Official Arterial Street Map that should be reconciled; and

WHEREAS, the Street Department would make necessary changes to signing and striping within four months of adoption; and

WHEREAS, following the process outline in the City's regulations, the City's Plan Commission has recommended approval of the amendments to the City's Official Arterial Street Map;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted these updates to Title 12 of the Spokane Municipal Code to read as follows:

Chapter 12.08 Regulation of Traffic

Section 12.08.040 Official Arterial Street Map

- A. The arterials within the City of Spokane are hereby designated and classified on the Official Arterial Street Map that is maintained by the city engineer. Changes to the Official Arterial Street Map require city council approval.
- B. This section does not preclude arterial streets from being further designated ~~((and classified))~~ for ~~((traffic engineering and))~~ transportation planning purposes in the Comprehensive Plan.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effect

Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations Regarding Updates to the City's Official Arterial Street Map – SMC 12.08.040

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE updates to the City's Official Arterial Street Map as set forth in SMC 12.08.040

FINDINGS OF FACT:

- A. The City recently updated Map TR-12 – Planned Arterial Map that is part of the City's Comprehensive Plan.
- B. The City also maintains an Official Arterial Street Map in SMC 12.08.040. This map has not been updated since 2008 and needs updating to bring it into better alignment with Map TR-12.
- C. A public comment period ran from August 1, 2019 to October 23, 2019. Based on comments received during this comment period, proposed updates to the map were amended to remove arterial designation from a number of street segments.
- D. On June 26, 2019, the Plan Commission held a workshop to study proposed updates to the map.
- E. On July 9, 2019, the Plan Commission Transportation Subcommittee reviewed the proposed updates.
- F. On August 1, 2019 the Community Assembly received a presentation regarding the proposed updates.
- G. On October 23, 2019 the Plan Commission held a final workshop to study the proposed updates.
- H. On October 30, 2019 the City caused notice to be published in the Spokesman Review announcing the November 13, 2019 Plan Commission Public Hearing.
- I. On November 13, 2019 the Plan Commission held a public hearing on the proposal.
- J. As a result of the City's efforts the public has had extensive opportunities to participate throughout the process and persons desiring to comment on the proposal were given ample opportunity to do so.
- K. The Plan Commission finds that the proposal is consistent with the applicable provisions of the comprehensive plan and bears a substantial relation to public health, safety, welfare, and protection of the environment.

CONCLUSIONS:

Based upon the foregoing findings and the entire record before it, the Plan Commission finds that the proposal is consistent with the applicable provisions of the

comprehensive plan and bears a substantial relation to public health, safety, welfare, and protection of the environment.

RECOMMENDATIONS:

The Plan Commission recommends to City Council the APPROVAL of the proposed amendments to the City's Official Arterial Street Map.

DocuSigned by:

Gregory P Francis
DF6D3C2836764CA...

**Greg Francis, Vice President Spokane
Plan Commission November 26, 2019**



Agenda Sheet for City Council Meeting of:
12/09/2019

Date Rec'd	11/20/2019
Clerk's File #	ORD C35864
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	ANGELA 625-4642
Contact E-Mail	ATAGNANI@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4320 RPWRF PRETREATMENT ORDINANCE CHANGES

Agenda Wording

Change in Ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC 13.03A.0204.

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. The Program is required and authorized to regulate pollutants from Industrial Users. Pollutants of concern are monitored and limited to protect the treatment facility from pass through and interference.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> Public Safety Committee
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org
<u>Additional Approvals</u>		mhughes@spokanecity.org
<u>Purchasing</u>		Tax & Licenses
		mcannon@spokanecity.org
		mccoster@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Periodically, the pollutant limits (local limits) assigned to industrial users are required to be updated based on current conditions. Due to changes in Water Quality Standards for the Spokane River, 2 new treatment plants in our region, outdated collection system data, and changes at the City's wastewater treatment facility since the last local limits were codified, the limits were recalculated.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Change in Ordinance - Industrial Pretreatment Program Revised Local Limits
Date:	December 2 nd , 2019
Contact (email & phone):	Angela Tagnani, Pretreatment Supervisor, 625-4620 atagnani@spokanecity.org Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to authorize the Wastewater Treatment Facility Industrial Pretreatment Program Revised Local Limits in SMC 13.03A.0204
<u>Background/History:</u> <p>The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. The Program is required and authorized to regulate pollutants from Industrial Users. Pollutants of concern are monitored and limited to protect the treatment facility from pass through and interference. Periodically, the pollutant limits (local limits) assigned to industrial users are required to be updated based on current conditions. Due to changes in Water Quality Standards for the Spokane River, 2 new treatment plants in our region, outdated collection system data, and changes at the City's wastewater treatment facility since the last local limits were codified, the limits were recalculated.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • <u>Impact</u> – After review of analytical data, current wastewater discharge permit holders should not have any difficulty complying with the new discharge limits. If a problem arises, a schedule for compliance will be incorporated into permits on a case-by-case basis. • <u>Action</u> – Ordinance change to modify local limits in SMC 13.03A.0204 • <u>Funding</u> – N/A 	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department 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:	

ORDINANCE NUMBER C35864*****

AN ORDINANCE relating to the Pretreatment requirements; amending SMC Section 13.03A.0204 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

That SMC Section 13.03A.0204 is amended to read as follows:

Section 13.03A.0204 Local Limits [2.4]

- A. The following limits are established as local limits, expressed as Maximum Allowable Discharge Limits. No ~~user or other person~~ Significant Industrial User may discharge wastewater into the POTW in excess of the following concentrations:
- ~~1.~~ 1. Arsenic: ~~0.44~~0.12 mg/L.
 - ~~2.~~ 2. Benzene: < 0.5 mg/L
 - ~~2.~~ 2. Benzene, toluene, ethylbenzene, and xylene (BTEX): A sum of these four constituents' analytical results not to exceed 1.4 mg/L.
 3. Cadmium: ~~0.11~~0.093mg/L.
 4. Total Chromium: ≤ 5.0 mg/L.
 5. Copper: ~~1.90~~0.74 mg/L.
 6. Cyanide: ~~1.91~~0.1 mg/L.
 7. Fats, oils and, grease: See SMC 13.03A.0201(B)(19).
 8. Lead: 0.32 mg/L.
 9. Mercury: ~~0.050~~0.012 mg/L.
 10. Nickel: ~~3.98~~1.74 mg/L.
 - ~~11.~~ 11. ~~Non-polar material (or total petroleum hydrocarbons): Not to exceed 100 mg/L.~~
 - ~~12.~~ 11. Silver: ~~1.70~~0.46 mg/L.
 - ~~13.~~ 12. Zinc: ~~5.62~~0.59 mg/L.
 - ~~14.~~ 13. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.
 - ~~15.~~ 14. Molybdenum: ~~1.50~~0.66 mg/L.
 - ~~16.~~ 15. Selenium: ~~1.00~~0.40 mg/L.
- B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter 8.03A 0204.

- C. All concentrations for metallic substances are for “total” metal unless indicated otherwise. The superintendent may impose mass limitations in addition to or in place of the concentration-based limitations shown in subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit applies as the applicable pretreatment standard.
- D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The superintendent may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.
- E. Whenever determined appropriate, the superintendent may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Date Passed: Monday, January 25, 2016

Effective Date: Thursday, March 10, 2016

ORD C35352 Section 2

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

12/09/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KATE BURKE 625-6275

Project #Contact E-Mail

KATEBURKE@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**PSCH Committee,
12/2/2019**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35870

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

WHEREAS, devices often called “mosquitos” emit painful high-frequency sound which, by design, is only audible to children and young adults; and

WHEREAS, “mosquitos” are intended to create such painful or annoying sound within a public area that children and young adults will be compelled to leave the area; and

WHEREAS, there has been no research into the health implications of exposure to such high-frequency sound on children and young adults; and

WHEREAS, in 2010, the Council of Europe determined that the use of such devices is “degrading and discriminatory” toward youth, and its Parliamentary Assembly, composed of members from the 47 member states, unanimously endorsed a ban on such devices; and

WHEREAS, in its October 2008 Concluding Observations, the United Nations Committee on the Rights of the Child recommended that member states “reconsider . . . measures such as the mosquito devices insofar as they may violate the rights of children” such as those provided for in Articles 15 (Freedom of assembly and association), 19 (Protection from physical or mental violence, injury or abuse), and 24 (Right to a high standard of physical and mental health) of the United Nations Convention on the Rights of the Child, an international treaty which the United States signed in February, 1995; and

WHEREAS, some property owners in have deployed “mosquito” devices, as a way to harass individuals under the age of 25 who are near their property; and

WHEREAS, “mosquito” devices affect all young people – those who are law-abiding and those who are not – by intentionally inflicting painful, high-frequency sound on any young person who is in a public area within range of the device; and

WHEREAS, placing these “mosquito” devices where the sound they produce can be heard in public spaces is a disproportionate, unproven and likely counter-productive method for dealing with antisocial behavior, by driving away all young people, regardless of their actual behavior; and

WHEREAS, the Spokane City Council finds the use of “mosquito” devices to be discriminatory, harmful to the young people we are determined to protect, and a violation of Spokane’s goal to create and maintain a vibrant city for all people.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. "A-weighted sound level" means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. "Ambient sound" means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. "Amplified" means to increase a sound level by electronic, mechanical or other means.
- D. "Amplification equipment" means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.
- F. "Commercial noise" means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. "dBA" means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.
- H. "Decibel" (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated "dB."
- I. "EDNA" means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. "Exterior electrical equipment noise" means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.

- K. “Law enforcement officer” means a police officer or other officials who have a limited police commission.
- L. “Lmax” means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax “fast” is defined as a 125-millisecond time-weighted maximum.
- M. “L(n)” means sound level that is exceeded “n” percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. “Mosquito device” means a device which is intended to emit into public spaces painful or annoying high-frequency sound intended to be audible only to children and young adults.
- O. “Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- P. “Performer” means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.
- Q. “Public disturbance noise” means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. “Unreasonable sound” is defined in this chapter.
- R. “Public right-of-way” means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. “Receiving property” means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. “Sound amplification equipment” means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. “Sound level” means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. “Sound level meter” means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.

W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds (~~(-- Maximum Permissible Environmental Sound Levels)~~)

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. It is unlawful for any person to use, deploy, or activate a mosquito device, as defined in this chapter, which is capable of being heard in any public space in Spokane.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

A. A violation of this chapter, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.

1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.
2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.
3. Mandated minimums shall include statutory costs and assessments.

B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds shall constitute a class 2 civil infraction. A second violation within a one year period shall be a misdemeanor pursuant to SMC 10.08D.140(A).

C. The first violation of SMC 10.08D.050(B) shall constitute a class 2 civil infraction. A second violation within a one-year period shall be a misdemeanor pursuant to SMC 10.08D.140(A).

~~((G.))~~D. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter, ~~((and))~~ has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law enforcement officer may ~~((than))~~then issue a citation under this section.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Item not available at time of Packet creation.