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 or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. 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, FEBRUARY 3, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD
COUNCIL PRESIDENT BREEAN BEGGS
COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

- **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.**
- **Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.**
- **A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.**

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase of miscellaneous waterworks products in support of the 2020 service season from:	Approve All	BID 5216-20
a. Consolidated Supply (Spokane Valley, WA) for Item 10: Gaskets–$10,166.52 (incl. tax).		OPR 2020-0078
b. Core & Main (Spokane Valley, WA) for Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, and Item 12: Hydrant Parts–$34, 008.28 (incl. tax).		OPR 2020-0079
c. Ferguson Waterworks (Spokane Valley, WA) for Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, and Item 6: Ductile Iron Fittings–$110,406.38 (incl. tax).		OPR 2020-0080
d. HD Fowler Company (Spokane Valley, WA) for Item 8: HDPE Pipe and Item 9: Ductile Iron Pipe–$93,316.24 (incl. tax).		OPR 2020-0081
e. M&L Supply Company (Spokane, WA) for Item 7: Copper Pipe–$69,217.33 (incl. tax).		OPR 2020-0082

	Total purchase value across all suppliers: $317,114.75 (incl. tax) **Dan Kegley**		
2.	**Contract Amendment with K&L Gates (Seattle, WA) for Outside Special Counsel to provide legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options—$30,000. Total Contract Amount: $80,000.** **Mike Ormsby**	**Approve**	**OPR 2019-0777**
3.	**Interlocal Agreement with Spokane County regarding the sharing of the Public Safety Building space for Sheriff and Police services from January 1, 2019, through December 31, 2023.** **Mike Ormsby**	**Approve**	**OPR 2020-0062**
4.	**Interlocal Agreement with Spokane County regarding the sharing of Sheriff and Police law enforcement services from January 1, 2019, through December 31, 2023.** **Mike Ormsby**	**Approve**	**OPR 2020-0063**
5.	**Interlocal Agreement with Spokane County supporting prosecution and defense of defendants accepted into the joint City/County Mental Health Court from January 1, 2020, through December 31, 2029.** **Mike Ormsby**	**Approve**	**OPR 2020-0064**
6.	**Contract Renewal with Loomis for Armored Car service from January 1, 2020 through December 31, 2020—$54,000. This is the 2nd of three one year renewals.** **Michelle Hughes**	**Approve**	**OPR 2017-0197**
7.	**Interlocal Agreement with the Spokane Conservation District regarding Spokane River Gorge Restoration Post-planting Care for the Spokane Gorge Restoration Department of Ecology grant project WQC-2020-Spokan-00149—$23,790.24.** **Carly Cortright**	**Approve**	**OPR 2020-0065**
8.	**Restated Interlocal Agreement for Animal Control Services with Spokane County for services in the City of Spokane from January 1, 2019, through December 31, 2025—$670,451 for 2020, plus one-time payment of $89,431 for prior deficient payments from January 1, 2014, through December 31, 2019. Total Amount: $759,882. (Relates to Special Budget Ordinance C35886)** **Gavin Cooley**	**Approve**	**OPR 2020-0066**
9.	**Master Contract with Camtek, Inc (Spokane) for security camera installation and maintenance from February 1, 2020, through December 31, 2021—$350,000.**	**Approve**	**OPR 2020-0067** **PW ITB 5181-19**

	David Steele		
10.	**Updated Multi-Cultural Center Funding Agreement for disbursement of grant funds to the Southside Community Center—$100,000.**	**Approve**	**OPR 2019-1037**
	Brian McClatchey		
11.	**Tentative Agreement for a four-year Contract (2020-2023) with AFSCME Local 270-Prosecuting Attorneys.**	**Approve**	**OPR 2020-0068**
	Meghann Steinolfson		
12.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2020-0002**
	b. Payroll claims of previously approved obligations through_____, 2020: $_____.		**CPR 2020-0003**
13.	**City Council Meeting Minutes: _____, 2020.**	**Approve All**	**CPR 2020-0013**

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Spokane Park Board: One Reappointment	Confirm	CPR 1981-0402
Spokane Arts Commission: One Reappointment	Confirm	CPR 1981-0043
Ethics Commission: Three Reappointments	Confirm	CPR 2006-0042
Spokane Human Rights Commission: One Reappointment	Confirm	CPR 1991-0068
Historic Landmarks Commission: Two Reappointments	Confirm	CPR 1981-0122
Plan Commission: One Reappointment	Confirm	CPR 1981-0295

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, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) 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 fifteen (15) 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 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 or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "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," and declaring an emergency and appropriating funds in:

ORD C35886 General Fund
FROM: Unappropriated Reserves, $110,000;
TO: Contractual Services, $110,000.

(This action allows budgeting for extra funds for SCRAPS regarding a one-time deficiency payment and to cover a budget deficit for the 2020 contract amount.) (Relates to Consent Agenda Item No.8) (Council Sponsor: Council Member Mumm)
Gavin Cooley

ORD C35887 General Fund
FROM: Unappropriated Reserves, $31,300;
TO: Other Misc. Charges, same amount.

(This action allows for funding expanding emergency shelter facilities with needed services to ensure that people experiencing homelessness in Spokane are safe and assisted in obtaining the services they need to exit homelessness.) (Council Sponsor: Council President Beggs)
Tim Sigler

EMERGENCY ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Request motion to replace previously filed version with updated revised version of the Ordinance (as filed with City Clerk's Office on November 14, 2019):

ORD C35837 Concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020 and 13.12.050; and adopting a new Chapter 13.13 of the Spokane Municipal Code, and declaring an emergency. (Deferred from January 13, 2020, Agenda) (Council Sponsor: Council Member Burke)
Council Member Burke

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0004 Renaming the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center. (Deferred from January 13, 2020, Agenda) (Council Sponsor: Council President Beggs)
Council President Beggs

RES 2020-0008 **Approving the appointments of the following three employees for the City of Spokane:**

1. **Tom Bartridge to Human Resources Director**
2. **Brian Coddington to Director of Communications and Marketing**
3. **Tonya Wallace to Chief Financial Officer**

(Council Sponsor: Council President Beggs)
Meghann Steinolfson

RES 2020-0009 **Approving Settlement Agreement with Diamond Rock Construction, Inc. settled through mediation—$79,834.50. (Council Sponsor: Council President Beggs)**
Nate Odle

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. (Deferred from December 16, 2019, Agenda) (Council Sponsor: Council Member Burke)**
Council Member Burke

The following item is pending approval to add the First Reading of the Ordinance to the January 27, 2020, Agenda.

ORD C35889 **Relating to the executive and administrative organization of the City; amending SMC sections 3.01A.210, 3.01A.253, 3.01A.260, 3.01A.355, 3.01A.415 and 3.01A.490 and adopting a new section 3.01A.251 to chapter 3.01A of the Spokane Municipal Code. (Council Sponsor: Beggs)**
Tom Bartridge

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for February 3, 2020
(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, pending hearing items, or initiatives or referenda in a pending election. 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 fifteen (15) 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: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

ADJOURNMENT

The February 3, 2020, Regular Legislative Session of the City Council is adjourned to February 10, 2020.

NOTES

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/20/2020
		Clerk's File #	OPR 2020-0078
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY 625-7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	5216-20
Agenda Item Type	Purchase w/o Contract	**Requisition #**	19404/413-416
Agenda Item Name	4100 - PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Purchase of Miscellaneous Waterworks Products in support of the 2020 service season. Total purchase value across all suppliers: $317,114.75 including tax.

Consolidated Supply

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal between 12/18/2019 and 1/13/2020 to support the Water department's 2020 construction and maintenance season. Five bids were received itemizing costs across twelve product categories. Award is recommended across all five suppliers in accordance with the low responsive, responsible bidder for each category as follows: Consolidated Supply (Spokane Valley, WA) - Item 10: Gaskets ($10,166.52), Core & Main (Spokane Valley, WA) -

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 317,114.75	**#** 4100-42440-94340-56595-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/27/2020
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, Item 12: Hydrant Parts ($34,008.28), Ferguson Waterworks (Spokane Valley, WA) - Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, Item 6: Ductile Iron Fittings ($110,406.38), HD Fowler Company (Spokane Valley, WA) - Item 8: HDPE Pipe, Item 9: Ductile Iron Pipe ($93,316.24), M&L Supply Company (Spokane, WA) - Item 7: Copper Pipe ($69,217.33).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Miscellaneous Waterworks Products
Date:	1/27/2020
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, ext. 7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	Products needed to support 2020 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.

Background/History: On Monday, January 13, 2020, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2020 service season. Five bids were received itemizing costs across twelve item categories. Award of this business is recommended across all five bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.

Total Business Awarded: $317,114.75 including tax

Executive Summary:

- *Award of items competed on Bid #5216-20 Miscellaneous Waterworks Products is recommended as follows:*
  - *Consolidated Supply (Spokane Valley, WA) - $10,166.52 including tax*
    - *Item 10: Gaskets*
  - *Core & Main (Spokane Valley, WA) - $34,008.28 including tax*
    - *Item 1: Couplings*
    - *Item 5: Tapping Sleeves*
    - *Item 11: All Thread & Eye Bolts*
    - *Item 12: Hydrant Parts*
  - *Ferguson Waterworks (Spokane Valley, WA) - $110,406.38 including tax*
    - *Item 2: Repair Clamps*
    - *Item 3: Restrained Glands*
    - *Item 4: Service Saddles*
    - *Item 6: Ductile Iron Fittings*

- *HD Fowler Company (Spokane Valley, WA) - $93,316.24 including tax*
  - *Item 8: HDPE Pipe*
  - *Item 9: Ductile Iron Pipe*

- *M&L Supply Company (Spokane, WA) - $69,217.33 including tax*
  - *Item 7: Copper Pipe*

<u>Budget Impact:</u>
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: N/A
Other budget impacts: N/A

<u>Operations Impact:</u>
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Bid #5216-20			CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212		CORE & MAIN 1215 N. Bradley Rd. Spokane Valley, WA 99212		FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD FOWLER CO. 6625 E. Sharp Spokane Valley, WA 99212		M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**COUPLINGS**		ROMAC 511		ROMAC		ROMAC 511		ROMAC 511			
	15	#C3404-03/4 - 3/4"	$ 27.77	$ 416.55	$ 28.66	$ 429.90	$ 22.05	$ 330.75	$ 27.60	$ 414.00		
					SMITH BLAIR							
	8	#C3404-2 - 2"	$ 43.84	$ 350.72	$ 25.29	$ 202.32	$ 34.80	$ 278.40	$ 43.55	$ 348.40		
			ROMAC 501				ROMAC 501		ROMAC 501			
	12	#C3431-06 - 6" x 6"	$ 101.29	$ 1,215.48	$ 66.66	$ 799.92	$ 80.38	$ 964.56	$ 96.45	$ 1,157.40		
	2	#C3431-08 - 8" x 8"	$ 128.33	$ 256.66	$ 84.26	$ 168.52	$ 101.84	$ 203.68	$ 127.50	$ 255.00		
		TOTAL ITEM 1	**$**	**2,239.41**	**$**	**1,600.66**	**$**	**1,777.39**	**$**	**2,174.80**		**NO BID**
		LEAD TIME		**45**		**30**		**15**		**20**		
2	**REPAIR CLAMPS**		ROMAC 516		SMITH BLAIR		ROMAC 516		ROMAC 516			
	9	#C2312-06 - BELL JOINT LEAK 6"	$ 160.66	$ 1,445.94	$ 127.63	$ 1,148.67	$ 126.16	$ 1,135.44	$ 152.90	$ 1,376.10		
	2	#C2312-08 - BELL JOINT LEAK 8"	$ 222.00	$ 444.00	$ 176.34	$ 352.68	$ 174.33	$ 348.66	$ 220.60	$ 441.20		
	2	#C2312-10 - BELL JOINT LEAK 10"	$ 278.92	$ 557.84	$ 221.58	$ 443.16	$ 219.03	$ 438.06	$ 277.20	$ 554.40		
			ROMAC SS1				ROMAC SS1		ROMAC SS1			
	3	#C2411-04x12 - FULL CIRCLE 4" x 12"	$ 128.84	$ 386.52	$ 98.46	$ 295.38	$ 89.46	$ 268.38	$ 126.60	$ 379.80		
	40	#C2411-06x12 - FULL CIRCLE 6" x 12"	$ 154.98	$ 6,199.20	$ 114.15	$ 4,566.00	$ 107.61	$ 4,304.40	$ 155.70	$ 6,228.00		
	9	#C2411-08x12 - FULL CIRCLE 8" x 12"	$ 182.52	$ 1,642.68	$ 133.07	$ 1,197.63	$ 126.74	$ 1,140.66	$ 183.40	$ 1,650.60		
	7	#C2411-10x12 - FULL CIRCLE 10" x 12"	$ 237.86	$ 1,665.02	$ 152.49	$ 1,067.43	$ 165.11	$ 1,155.77	$ 239.00	$ 1,673.00		
	8	#C2411-12x12 - FULL CIRCLE 12" x 12"	$ 275.57	$ 2,204.56	$ 174.89	$ 1,399.12	$ 191.34	$ 1,530.72	$ 276.00	$ 2,208.00		
	3	#C2413-06x12 - FULL CIRCLE, TAPPED 1" 6" x 12"	$ 188.48	$ 565.44	$ 136.90	$ 410.70	$ 130.88	$ 392.64	$ 189.00	$ 567.00		
			ROMAC SSC		ROMAC		ROMAC SSC		ROMAC SSC			
	4	#C2481-01/2x3 - FULL CIRCLE 1/2" x 3"	$ 25.37	$ 101.48	$ 26.45	$ 105.80	$ 20.13	$ 80.52	$ 25.00	$ 100.00		
	4	#C2481-01/2x6 - FULL CIRCLE 1/2" x 6"	$ 54.05	$ 216.20	$ 56.36	$ 225.44	$ 42.89	$ 171.56	$ 54.00	$ 216.00		
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	$ 25.65	$ 128.25	$ 26.75	$ 133.75	$ 20.36	$ 101.80	$ 25.50	$ 127.50		
	5	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	$ 54.32	$ 271.60	$ 56.63	$ 283.15	$ 43.11	$ 215.55	$ 54.60	$ 273.00		
	5	#C2481-1x3 - FULL CIRCLE 1" x 3"	$ 27.28	$ 136.40	$ 28.44	$ 142.20	$ 21.65	$ 108.25	$ 27.40	$ 137.00		
	10	#C2481-1x6 - FULL CIRCLE 1" x 6"	$ 54.76	$ 547.60	$ 57.09	$ 570.90	$ 43.43	$ 434.30	$ 54.40	$ 544.00		
	2	#C2481-1-1/2x3 - FULL CIRCLE 1-1/2" x 3"	$ 28.58	$ 57.16	$ 29.80	$ 59.60	$ 22.69	$ 45.38	$ 28.70	$ 57.40		
	2	#C2481-1/2x6 - FULL CIRCLE 1-1/2" x 6"	$ 56.46	$ 112.92	$ 58.87	$ 117.74	$ 44.81	$ 89.62	$ 56.70	$ 113.40		
	3	#C2481-2x3 - FULL CIRCLE 2" x 3"	$ 31.37	$ 94.11	$ 32.71	$ 98.13	$ 24.90	$ 74.70	$ 31.50	$ 94.50		
	3	#C2481-2x6 - FULL CIRCLE 2" x 6"	$ 58.03	$ 174.09	$ 60.50	$ 181.50	$ 46.05	$ 138.15	$ 58.30	$ 174.90		
		TOTAL ITEM 2	**$**	**16,951.01**	**$**	**12,798.98**	**$**	**12,174.56**	**$**	**16,915.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**20**		
3	**RESTRAINED GLANDS**											
	100	#GL1000-04 - MJ RESTRAINT KIT 4"	$ 26.26	$ 2,626.00	$ 27.370	$ 2,737.00	$ 27.000	$ 2,700.00	$ 27.350	$ 2,735.00		
	750	#GL1000-06 - MJ RESTRAINT KIT 6"	$ 32.67	$ 24,502.50	$ 34.050	$ 25,537.50	$ 33.600	$ 25,200.00	$ 34.000	$ 25,500.00		
	100	#GL1000-08 - MJ RESTRAINT KIT 8"	$ 44.33	$ 4,433.00	$ 46.200	$ 4,620.00	$ 45.700	$ 4,570.00	$ 46.200	$ 4,620.00		
	20	#GL1000-10 - MJ RESTRAINT KIT 10"	$ 63.34	$ 1,266.80	$ 66.020	$ 1,320.40	$ 65.300	$ 1,306.00	$ 66.000	$ 1,320.00		
	50	#GL1000-12 - MJ RESTRAINT KIT 12"	$ 84.91	$ 4,245.50	$ 88.490	$ 4,424.50	$ 87.500	$ 4,375.00	$ 88.400	$ 4,420.00		
	12	#GL1000-24 - MJ RESTRAINT KIT 24"	$ 328.70	$ 3,944.40	$ 322.770	$ 3,873.24	$ 338.800	$ 4,065.60	$ 338.000	$ 4,056.00		
	10	#GL1000-36 - MJ RESTRAINT KIT 36"		NO BID	$ 966.430	$ 9,664.30	$ 956.000	$ 9,560.00	$ 956.000	$ 9,560.00		
		TOTAL ITEM 3	**$**	**41,018.20**	**$**	**52,176.94**	**$**	**51,776.60**	**$**	**52,211.00**		**NO BID**
		LEAD TIME		**60**		**30**		**25**		**20**		
4	**SERVICE SADDLES**		ROMAC 202S		SMITH BLAIR		ROMAC 202S		ROMAC 202S			
	9	#S1319-04x02 - 4" x 2"	$ 60.30	$ 542.70	$ 47.00	$ 423.00	$ 42.25	$ 380.25	$ 59.80	$ 538.20		
	100	#S1319-06x01 - 6" x 1"	$ 56.97	$ 5,697.00	$ 47.82	$ 4,782.00	$ 41.55	$ 4,155.00	$ 53.90	$ 5,390.00		
	40	#S1319-06x02 - 6" x 2"	$ 66.81	$ 2,672.40	$ 57.32	$ 2,292.80	$ 46.81	$ 1,872.40	$ 65.50	$ 2,620.00		
	280	#S1319-08x01 - 8" x 1"	$ 71.53	$ 20,028.40	$ 56.50	$ 15,820.00	$ 52.16	$ 14,604.80	$ 67.00	$ 18,760.00		
	12	#S1319-12x02 - 12" x 2"	$ 93.08	$ 1,116.96	$ 89.55	$ 1,074.60	$ 81.12	$ 973.44	$ 114.90	$ 1,378.80		
		TOTAL ITEM 4	**$**	**30,057.46**	**$**	**24,392.40**	**$**	**21,985.89**	**$**	**28,687.00**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
5	**TAPPING SLEEVES**		ROMAC FTS420SSFE		SMITH BLAIR		ROMAC FTS420		ROMAC FTS1			
	4	#S2304-08x08x06 - FABRICATED STEEL 8" x 8" x 6"	$ 569.04	$ 2,276.16	$ 359.50	$ 1,438.00	$ 512.00	$ 2,048.00	$ 568.80	$ 2,275.20		
	2	#S2304-10x10x06 - FABRICATED STEEL 10" x 10" x 6"	$ 583.92	$ 1,167.84	$ 369.67	$ 739.34	$ 525.00	$ 1,050.00	$ 587.00	$ 1,174.00		
	3	#S2304-12x12x06 - FABRICATED STEEL 12" x 12" x 6"	$ 613.66	$ 1,840.98	$ 391.25	$ 1,173.75	$ 552.00	$ 1,656.00	$ 616.90	$ 1,850.70		
	2	#S2304-18x18x10 - FABRICATED STEEL 18" x 18" x 10"	$ 1,139.71	$ 2,279.42	$ 752.45	$ 1,504.90	$ 1,025.00	$ 2,050.00	$ 1,145.70	$ 2,291.40		
	1	#S2304-18x18x12 - FABRICATED STEEL 18" x 18" x 12"	$ 1,289.91	$ 1,289.91	$ 861.16	$ 861.16	$ 1,160.00	$ 1,160.00	$ 1,296.00	$ 1,296.00		
	2	#S2304-24x24x4 - FABRICATED STEEL 24" x 24" x 4"	$ 726.67	$ 1,453.34	$ 481.73	$ 963.46	$ 627.00	$ 1,254.00	$ 730.50	$ 1,461.00		
	2	#S2304-24x24x6 - FABRICATED STEEL 24" x 24" x 6"	$ 809.96	$ 1,619.92	$ 542.61	$ 1,085.22	$ 699.00	$ 1,398.00	$ 814.00	$ 1,628.00		
	2	#S2304-24x24x8 - FABRICATED STEEL 24" x 24" x 8"	$ 1,052.17	$ 2,104.34	$ 663.35	$ 1,326.70	$ 908.00	$ 1,816.00	$ 1,057.00	$ 2,114.00		
	1	#S2304-30x30x10 - FABRICATED STEEL 30" x 30" x 10"	$ 1,440.11	$ 1,440.11	$ 776.97	$ 776.97	$ 1,243.00	$ 1,243.00	$ 1,400.00	$ 1,400.00		
	2	#S2304-36x36x4 - FABRICATED STEEL 36" x 36" x 4"	$ 1,112.84	$ 2,225.68	$ 681.30	$ 1,362.60	$ 961.00	$ 1,922.00	$ 1,094.00	$ 2,188.00		
	1	#S2304-36x36x12 - FABRICATED STEEL 36" x 36" x 12"	$ 1,846.54	$ 1,846.54	$ 1,378.24	$ 1,378.24	$ 1,596.00	$ 1,596.00	$ 1,798.00	$ 1,798.00		
					ROMAC		ROMAC SST		ROMAC SST			
	2	#S2306-04x04x04 - STAINLESS STEEL FULL CIRCLE 4" x 4" x 4"	$ 455.15	$ 910.30	$ 469.53	$ 939.06	$ 365.00	$ 730.00	$ 437.30	$ 874.60		
	5	#S2306-06x06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6" x 6"	$ 538.45	$ 2,692.25	$ 555.46	$ 2,777.30	$ 432.00	$ 2,160.00	$ 517.30	$ 2,586.50		
		TOTAL ITEM 5	**$**	**23,146.79**	**$**	**16,326.70**	**$**	**20,083.00**	**$**	**22,937.40**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
6	**DUCTILE IRON FITTINGS**											
	3	#B2341-06 - BEND, MJ 11-1/4" 6"	$ 47.20	$ 141.60	$ 48.18	$ 144.54	$ 46.26	$ 138.78	$ 137.30	$ 411.90		
	3	#B2342-04 - BEND, MJ 22-1/2" 4"	$ 29.45	$ 88.35	$ 30.07	$ 90.21	$ 28.87	$ 86.61	$ 85.70	$ 257.10		
	18	#B2344-04 - BEND, MJ 45° 4"	$ 30.96	$ 557.28	$ 31.61	$ 568.98	$ 30.35	$ 546.30	$ 90.00	$ 1,620.00		
	35	#B2344-06 - BEND, MJ 45° 6"	$ 49.84	$ 1,744.40	$ 50.88	$ 1,780.80	$ 48.85	$ 1,709.75	$ 145.00	$ 5,075.00		
	5	#B2344-08 - BEND, MJ 45° 8"	$ 72.49	$ 362.45	$ 74.01	$ 370.05	$ 71.05	$ 355.25	$ 210.90	$ 1,054.50		
	3	#B2344-10 - BEND. MJ 45° 10"	$ 104.96	$ 314.88	$ 107.15	$ 321.45	$ 102.87	$ 308.61	$ 306.50	$ 919.50		
	5	#B2344-12 - BEND, MJ 45° 12"	$ 156.69	$ 783.45	$ 159.95	$ 799.75	$ 153.56	$ 767.80	$ 456.00	$ 2,280.00		
	7	#B2349-04 - BEND, MJ 90° 4"	$ 37.38	$ 261.66	$ 38.16	$ 267.12	$ 36.64	$ 256.48	$ 108.80	$ 761.60		
	10	#B2379-04 - BEND, MJ x FL 90° 4"	$ 42.66	$ 426.60	$ 43.56	$ 435.60	$ 41.82	$ 418.20	$ 124.00	$ 1,240.00		
	2	#C1344-04 - CAP, TAPPED 2", MJ, 4"	$ 29.07	$ 58.14	$ 29.68	$ 59.36	$ 28.50	$ 57.00	$ 84.60	$ 169.20		
	8	#C1344-06 - CAP. TAPPED 2", MJ. 6"	$ 40.02	$ 320.16	$ 40.86	$ 326.88	$ 39.23	$ 313.84	$ 116.00	$ 928.00		
	8	#C3372-04 - ADAPTER, MJ x FL 4"	$ 35.49	$ 283.92	$ 36.23	$ 289.84	$ 34.79	$ 278.32	$ 104.00	$ 832.00		
	8	#C3372-06 - ADAPTER. MJ x FL 6"	$ 49.08	$ 392.64	$ 50.11	$ 400.88	$ 48.11	$ 384.88	$ 142.00	$ 1,136.00		
	6	#C3372-08 - ADAPTER, MJ x FL 8"	$ 74.00	$ 444.00	$ 75.55	$ 453.30	$ 72.53	$ 435.18	$ 215.00	$ 1,290.00		
	2	#C5340-08x08x06x06 - CROSS, MJ 8" x 8" x 6" x 6"	$ 133.28	$ 266.56	$ 136.06	$ 272.12	$ 130.62	$ 261.24	$ 388.00	$ 776.00		
	3	#R1340-12x10 - REDUCER. MJ 12" x 10"	$ 99.67	$ 299.01	$ 101.76	$ 305.28	$ 97.69	$ 293.07	$ 290.00	$ 870.00		
	3	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	$ 105.71	$ 317.13	$ 107.92	$ 323.76	$ 103.61	$ 310.83	$ 307.00	$ 921.00		
	5	#R1361-08x06 - REDUCER. MJ x FL 8" x 6"	$ 149.89	$ 749.45	$ 153.02	$ 765.10	$ 146.90	$ 734.50	$ 436.00	$ 2,180.00		
	3	#R1361-12x10 - REDUCER, MJ x FL 12" x 10"	$ 620.00	$ 1,860.00	$ 332.62	$ 997.86	$ 323.00	$ 969.00	$ 948.00	$ 2,844.00		
	3	#S2331-06x06 - SHORT SLEEVE, MJ 6" x 6"	$ 41.53	$ 124.59	$ 42.40	$ 127.20	$ 40.71	$ 122.13	$ 121.00	$ 363.00		
	25	#S2341-06x12 - LONG SLEEVE, MJ 6" x 12"	$ 55.50	$ 1,387.50	$ 56.66	$ 1,416.50	$ 54.40	$ 1,360.00	$ 162.00	$ 4,050.00		
	6	#S2341-12x12 - LONG SLEEVE, MJ 12" x 12"	$ 144.60	$ 867.60	$ 147.62	$ 885.72	$ 141.72	$ 850.32	$ 420.00	$ 2,520.00		
	1	#S2341-24x15 - LONG SLEEVE, MJ 24" x 15"	$ 561.42	$ 561.42	$ 573.12	$ 573.12	$ 550.20	$ 550.20	$ 1,560.00	$ 1,560.00		
	25	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	$ 88.35	$ 2,208.75	$ 90.19	$ 2,254.75	$ 86.59	$ 2,164.75	$ 255.00	$ 6,375.00		
	10	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	$ 109.49	$ 1,094.90	$ 111.78	$ 1,117.80	$ 107.31	$ 1,073.10	$ 315.00	$ 3,150.00		
	4	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	$ 478.58	$ 1,914.32	$ 182.31	$ 729.24	$ 175.02	$ 700.08	$ 519.00	$ 2,076.00		
		TOTAL ITEM 6	**$**	**17,830.76**	**$**	**16,077.21**	**$**	**15,446.22**	**$**	**45,659.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**21**		
7	**COPPER PIPE**		WIELAND COPPER		JMF		MUELLER		GREAT LAKE COPPER		WIELAND	
	200	#P1100-03/4 - 3/4" - 100' ROLLS	$ 2.43	$ 486.00	$ 2.50	$ 500.00	$ 2.90	$ 580.00	$ 2.80	$ 560.00	$ 2.3797	$ 475.94
	20,040	#P1100-1 - 1" - 60' ROLLS	$ 3.17	$ 63,526.80	$ 3.26	$ 65,330.40	$ 3.77	$ 75,550.80	$ 3.67	$ 73,546.80	$ 3.10150	$ 62,154.06
	300	#P1100-1 - 1" - 100' ROLLS	$ 3.17	$ 951.00	$ 3.26	$ 978.00	$ 3.77	$ 1,131.00	$ 3.67	$ 1,101.00	$ 3.10150	$ 930.45
		TOTAL ITEM 7	**$**	**64,963.80**	**$**	**66,808.40**	**$**	**77,261.80**	**$**	**75,207.80**	**$**	**63,560.45**
		LEAD TIME		**45**		**30**		**20**		**15**		**15**
8	**HDPE PIPE**		CENTENNIAL PLASTICS PE4710		INTERSTATE		ADS		ASTM PE4710			
	700	#P1000-1 - 1" - 100' ROLLS	$ 0.36	$ 252.00	$ 0.34	$ 238.00	$ 0.40	$ 280.00	$ 0.30	$ 210.00		
	1,400	#P1000-2 - 2" - 100' ROLLS	$ 1.17	$ 1,638.00	$ 1.21	$ 1,694.00	$ 1.52	$ 2,128.00	$ 1.05	$ 1,470.00		
	600	#P1000-2 - 2" - 300' ROLLS	$ 1.17	$ 702.00	$ 1.21	$ 726.00	$ 1.52	$ 912.00	$ 1.05	$ 630.00		
							INTERSTATE					
	1,000	#P1000S-2 - 2" STRAIGHT - 20' STICKS	$ 1.36	$ 1,360.00	$ 1.21	$ 1,210.00	$ 1.80	$ 1,800.00	$ 1.05	$ 1,050.00		
		TOTAL ITEM 8	**$**	**3,952.00**	**$**	**3,868.00**	**$**	**5,120.00**	**$**	**3,360.00**		**NO BID**
		LEAD TIME		**60**		**30**		**20**		**20**		
9	**DUCTILE IRON PIPE**		US PIPE CLASS 52 TJ		MCWANE				US PIPE			
	1,008	#P1300-04 - 4"	$ 23.57	$ 23,758.56	$ 21.57	$ 21,742.56			$ 20.88	$ 21,047.04		
			US PIPE CLASS 50 TJ									
	2,520	#P1300-06 - 6"	$ 15.43	$ 38,883.60	$ 14.75	$ 37,170.00			$ 14.20	$ 35,784.00		
	810	#P1300-12 - 12"	$ 36.74	$ 29,759.40	$ 32.71	$ 26,495.10			$ 31.48	$ 25,498.80		
		TOTAL ITEM 9	**$**	**92,401.56**	**$**	**85,407.66**		**NO BID**	**$**	**82,329.84**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
10	**GASKETS**		US PIPE FIELD LOK		MCWANE				US PIPE			
	25	#G1000-04 - TJ RESTRAINT 4"	$ 37.92	$ 948.00	$ 45.22	$ 1,130.50			$ 39.75	$ 993.75		
	50	#G1000-06 - TJ RESTRAINT 6"	$ 53.83	$ 2,691.50	$ 64.20	$ 3,210.00			$ 55.80	$ 2,790.00		
	15	#G1000-08 - TJ RESTRAINT 8"	$ 72.91	$ 1,093.65	$ 86.95	$ 1,304.25			$ 74.70	$ 1,120.50		
	40	#G1000-12 - TJ RESTRAINT 12"	$ 105.89	$ 4,235.60	$ 126.28	$ 5,051.20			$ 103.70	$ 4,148.00		
			UNSPECIFIED		UNSPECIFIED				UNSPECIFIED			
	20	#MJ GASKET-04 - MJ 4"	$ 2.51	$ 50.20	$ 2.910	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-06 - MJ 6"	$ 3.09	$ 61.80	$ 2.91	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-08 - MJ 8"	$ 3.80	$ 76.00	$ 3.28	$ 65.60			$ 7.00	$ 140.00		
	10	#MJ GASKET-10 - MJ 10"	$ 5.37	$ 53.70	$ 4.73	$ 47.30			$ 8.50	$ 85.00		
	20	#MJ GASKET-12 - MJ 12"	$ 6.26	$ 125.20	$ 5.46	$ 109.20			$ 11.40	$ 228.00		
		TOTAL ITEM 10	**$**	**9,335.65**	**$**	**11,034.45**		**NO BID**	**$**	**9,731.25**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
11	**ALL THREAD & EYE BOLTS**											

	25	#C3310-03/4 - THREADED ROD COUPLING 3/4"		NO BID	$ 0.75	$ 18.75	$ 8.00	$ 200.00	$ 0.90	$ 22.50		
	240	#R3311-03/4 - ALL THREAD ROD 3/4"	$ 2.11	$ 506.40	$ 1.70	$ 408.00	$ 6.00	$ 1,440.00	$ 2.05	$ 492.00		
	40	#R3311-05/8 - ALL THREAD ROD 5/8"	$ 1.32	$ 52.80	$ 1.22	$ 48.80	$ 6.00	$ 240.00	$ 1.70	$ 68.00		
	100	#D1311 - EYE BOLT 90° 3/4"		NO BID	$ 2.26	$ 226.00	$ 8.00	$ 800.00	$ 2.30	$ 230.00		
		TOTAL ITEM 11	**$**	**559.20**	**$**	**701.55**	**$**	**2,680.00**	**$**	**812.50**		**NO BID**
		LEAD TIME		**30**		**30**		**30**		**56**		
12	**HYDRANT PARTS**											
	100	#HY-STORZ-NS - STORZ FITTING, STORZ x NH	$ 135.42	$ 13,542.00	$ 126.00	$ 12,600.00	$ 145.00	$ 14,500.00	$ 131.00	$ 13,100.00		
		TOTAL ITEM 12	**$**	**13,542.00**	**$**	**12,600.00**	**$**	**14,500.00**	**$**	**13,100.00**		**NO BID**
		LEAD TIME		**45**		**30**		**20**		**30**		
		TOTAL ITEMS 1-12	$	315,997.84	$	303,792.95	$	222,805.46	$	353,127.19	$	63,560.45
		8.9% SALES TAX	$	28,123.81	$	27,037.57	$	19,829.69	$	31,428.32	$	5,656.88
		GRAND TOTAL	**$**	**344,121.65**	**$**	**330,830.52**	**$**	**242,635.15**	**$**	**384,555.51**	**$**	**69,217.33**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/20/2020
		Clerk's File #	OPR 2020-0079
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY 625-7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	5216-20
Agenda Item Type	Purchase w/o Contract	**Requisition #**	19404/413-416
Agenda Item Name	4100 - PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Purchase of Miscellaneous Waterworks Products in support of the 2020 service season. Total purchase value across all suppliers: $317,114.75 including tax.

Core & Main

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal between 12/18/2019 and 1/13/2020 to support the Water department's 2020 construction and maintenance season. Five bids were received itemizing costs across twelve product categories. Award is recommended across all five suppliers in accordance with the low responsive, responsible bidder for each category as follows: Consolidated Supply (Spokane Valley, WA) - Item 10: Gaskets ($10,166.52), Core & Main (Spokane Valley, WA) -

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 317,114.75	**#** 4100-42440-94340-56595-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/27/2020
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, Item 12: Hydrant Parts ($34,008.28), Ferguson Waterworks (Spokane Valley, WA) - Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, Item 6: Ductile Iron Fittings ($110,406.38), HD Fowler Company (Spokane Valley, WA) - Item 8: HDPE Pipe, Item 9: Ductile Iron Pipe ($93,316.24), M&L Supply Company (Spokane, WA) - Item 7: Copper Pipe ($69,217.33).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Miscellaneous Waterworks Products
Date:	1/27/2020
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, ext. 7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	Products needed to support 2020 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.

Background/History: On Monday, January 13, 2020, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2020 service season. Five bids were received itemizing costs across twelve item categories. Award of this business is recommended across all five bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.

Total Business Awarded: $317,114.75 including tax

Executive Summary:

- *Award of items competed on Bid #5216-20 Miscellaneous Waterworks Products is recommended as follows:*
  - *Consolidated Supply (Spokane Valley, WA) - $10,166.52 including tax*
    - *Item 10: Gaskets*
  - *Core & Main (Spokane Valley, WA) - $34,008.28 including tax*
    - *Item 1: Couplings*
    - *Item 5: Tapping Sleeves*
    - *Item 11: All Thread & Eye Bolts*
    - *Item 12: Hydrant Parts*
  - *Ferguson Waterworks (Spokane Valley, WA) - $110,406.38 including tax*
    - *Item 2: Repair Clamps*
    - *Item 3: Restrained Glands*
    - *Item 4: Service Saddles*
    - *Item 6: Ductile Iron Fittings*

- *HD Fowler Company (Spokane Valley, WA) - $93,316.24 including tax*
  - *Item 8: HDPE Pipe*
  - *Item 9: Ductile Iron Pipe*

- *M&L Supply Company (Spokane, WA) - $69,217.33 including tax*
  - *Item 7: Copper Pipe*

<u>Budget Impact:</u>
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: N/A
Other budget impacts: N/A

<u>Operations Impact:</u>
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Bid #5216-20			CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212		CORE & MAIN 1215 N. Bradley Rd. Spokane Valley, WA 99212		FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD FOWLER CO. 6625 E. Sharp Spokane Valley, WA 99212		M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**COUPLINGS**		ROMAC 511		ROMAC		ROMAC 511		ROMAC 511			
	15	#C3404-03/4 - 3/4"	$ 27.77	$ 416.55	$ 28.66	$ 429.90	$ 22.05	$ 330.75	$ 27.60	$ 414.00		
					SMITH BLAIR							
	8	#C3404-2 - 2"	$ 43.84	$ 350.72	$ 25.29	$ 202.32	$ 34.80	$ 278.40	$ 43.55	$ 348.40		
			ROMAC 501				ROMAC 501		ROMAC 501			
	12	#C3431-06 - 6" x 6"	$ 101.29	$ 1,215.48	$ 66.66	$ 799.92	$ 80.38	$ 964.56	$ 96.45	$ 1,157.40		
	2	#C3431-08 - 8" x 8"	$ 128.33	$ 256.66	$ 84.26	$ 168.52	$ 101.84	$ 203.68	$ 127.50	$ 255.00		
		TOTAL ITEM 1	**$**	**2,239.41**	**$**	**1,600.66**	**$**	**1,777.39**	**$**	**2,174.80**		**NO BID**
		LEAD TIME		**45**		**30**		**15**		**20**		
2	**REPAIR CLAMPS**		ROMAC 516		SMITH BLAIR		ROMAC 516		ROMAC 516			
	9	#C2312-06 - BELL JOINT LEAK 6"	$ 160.66	$ 1,445.94	$ 127.63	$ 1,148.67	$ 126.16	$ 1,135.44	$ 152.90	$ 1,376.10		
	2	#C2312-08 - BELL JOINT LEAK 8"	$ 222.00	$ 444.00	$ 176.34	$ 352.68	$ 174.33	$ 348.66	$ 220.60	$ 441.20		
	2	#C2312-10 - BELL JOINT LEAK 10"	$ 278.92	$ 557.84	$ 221.58	$ 443.16	$ 219.03	$ 438.06	$ 277.20	$ 554.40		
			ROMAC SS1				ROMAC SS1		ROMAC SS1			
	3	#C2411-04x12 - FULL CIRCLE 4" x 12"	$ 128.84	$ 386.52	$ 98.46	$ 295.38	$ 89.46	$ 268.38	$ 126.60	$ 379.80		
	40	#C2411-06x12 - FULL CIRCLE 6" x 12"	$ 154.98	$ 6,199.20	$ 114.15	$ 4,566.00	$ 107.61	$ 4,304.40	$ 155.70	$ 6,228.00		
	9	#C2411-08x12 - FULL CIRCLE 8" x 12"	$ 182.52	$ 1,642.68	$ 133.07	$ 1,197.63	$ 126.74	$ 1,140.66	$ 183.40	$ 1,650.60		
	7	#C2411-10x12 - FULL CIRCLE 10" x 12"	$ 237.86	$ 1,665.02	$ 152.49	$ 1,067.43	$ 165.11	$ 1,155.77	$ 239.00	$ 1,673.00		
	8	#C2411-12x12 - FULL CIRCLE 12" x 12"	$ 275.57	$ 2,204.56	$ 174.89	$ 1,399.12	$ 191.34	$ 1,530.72	$ 276.00	$ 2,208.00		
	3	#C2413-06x12 - FULL CIRCLE, TAPPED 1" 6" x 12"	$ 188.48	$ 565.44	$ 136.90	$ 410.70	$ 130.88	$ 392.64	$ 189.00	$ 567.00		
			ROMAC SSC		ROMAC		ROMAC SSC		ROMAC SSC			
	4	#C2481-01/2x3 - FULL CIRCLE 1/2" x 3"	$ 25.37	$ 101.48	$ 26.45	$ 105.80	$ 20.13	$ 80.52	$ 25.00	$ 100.00		
	4	#C2481-01/2x6 - FULL CIRCLE 1/2" x 6"	$ 54.05	$ 216.20	$ 56.36	$ 225.44	$ 42.89	$ 171.56	$ 54.00	$ 216.00		
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	$ 25.65	$ 128.25	$ 26.75	$ 133.75	$ 20.36	$ 101.80	$ 25.50	$ 127.50		
	5	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	$ 54.32	$ 271.60	$ 56.63	$ 283.15	$ 43.11	$ 215.55	$ 54.60	$ 273.00		
	5	#C2481-1x3 - FULL CIRCLE 1" x 3"	$ 27.28	$ 136.40	$ 28.44	$ 142.20	$ 21.65	$ 108.25	$ 27.40	$ 137.00		
	10	#C2481-1x6 - FULL CIRCLE 1" x 6"	$ 54.76	$ 547.60	$ 57.09	$ 570.90	$ 43.43	$ 434.30	$ 54.40	$ 544.00		
	2	#C2481-1-1/2x3 - FULL CIRCLE 1-1/2" x 3"	$ 28.58	$ 57.16	$ 29.80	$ 59.60	$ 22.69	$ 45.38	$ 28.70	$ 57.40		
	2	#C2481-1/2x6 - FULL CIRCLE 1-1/2" x 6"	$ 56.46	$ 112.92	$ 58.87	$ 117.74	$ 44.81	$ 89.62	$ 56.70	$ 113.40		
	3	#C2481-2x3 - FULL CIRCLE 2" x 3"	$ 31.37	$ 94.11	$ 32.71	$ 98.13	$ 24.90	$ 74.70	$ 31.50	$ 94.50		
	3	#C2481-2x6 - FULL CIRCLE 2" x 6"	$ 58.03	$ 174.09	$ 60.50	$ 181.50	$ 46.05	$ 138.15	$ 58.30	$ 174.90		
		TOTAL ITEM 2	**$**	**16,951.01**	**$**	**12,798.98**	**$**	**12,174.56**	**$**	**16,915.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**20**		
3	**RESTRAINED GLANDS**											
	100	#GL1000-04 - MJ RESTRAINT KIT 4"	$ 26.26	$ 2,626.00	$ 27.370	$ 2,737.00	$ 27.000	$ 2,700.00	$ 27.350	$ 2,735.00		
	750	#GL1000-06 - MJ RESTRAINT KIT 6"	$ 32.67	$ 24,502.50	$ 34.050	$ 25,537.50	$ 33.600	$ 25,200.00	$ 34.000	$ 25,500.00		
	100	#GL1000-08 - MJ RESTRAINT KIT 8"	$ 44.33	$ 4,433.00	$ 46.200	$ 4,620.00	$ 45.700	$ 4,570.00	$ 46.200	$ 4,620.00		
	20	#GL1000-10 - MJ RESTRAINT KIT 10"	$ 63.34	$ 1,266.80	$ 66.020	$ 1,320.40	$ 65.300	$ 1,306.00	$ 66.000	$ 1,320.00		
	50	#GL1000-12 - MJ RESTRAINT KIT 12"	$ 84.91	$ 4,245.50	$ 88.490	$ 4,424.50	$ 87.500	$ 4,375.00	$ 88.400	$ 4,420.00		
	12	#GL1000-24 - MJ RESTRAINT KIT 24"	$ 328.70	$ 3,944.40	$ 322.770	$ 3,873.24	$ 338.800	$ 4,065.60	$ 338.000	$ 4,056.00		
	10	#GL1000-36 - MJ RESTRAINT KIT 36"		NO BID	$ 966.430	$ 9,664.30	$ 956.000	$ 9,560.00	$ 956.000	$ 9,560.00		
		TOTAL ITEM 3	**$**	**41,018.20**	**$**	**52,176.94**	**$**	**51,776.60**	**$**	**52,211.00**		**NO BID**
		LEAD TIME		**60**		**30**		**25**		**20**		
4	**SERVICE SADDLES**		ROMAC 202S		SMITH BLAIR		ROMAC 202S		ROMAC 202S			
	9	#S1319-04x02 - 4" x 2"	$ 60.30	$ 542.70	$ 47.00	$ 423.00	$ 42.25	$ 380.25	$ 59.80	$ 538.20		
	100	#S1319-06x01 - 6" x 1"	$ 56.97	$ 5,697.00	$ 47.82	$ 4,782.00	$ 41.55	$ 4,155.00	$ 53.90	$ 5,390.00		
	40	#S1319-06x02 - 6" x 2"	$ 66.81	$ 2,672.40	$ 57.32	$ 2,292.80	$ 46.81	$ 1,872.40	$ 65.50	$ 2,620.00		
	280	#S1319-08x01 - 8" x 1"	$ 71.53	$ 20,028.40	$ 56.50	$ 15,820.00	$ 52.16	$ 14,604.80	$ 67.00	$ 18,760.00		
	12	#S1319-12x02 - 12" x 2"	$ 93.08	$ 1,116.96	$ 89.55	$ 1,074.60	$ 81.12	$ 973.44	$ 114.90	$ 1,378.80		
		TOTAL ITEM 4	**$**	**30,057.46**	**$**	**24,392.40**	**$**	**21,985.89**	**$**	**28,687.00**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
5	**TAPPING SLEEVES**		ROMAC FTS420SSFE		SMITH BLAIR		ROMAC FTS420		ROMAC FTS1			
	4	#S2304-08x08x06 - FABRICATED STEEL 8" x 8" x 6"	$ 569.04	$ 2,276.16	$ 359.50	$ 1,438.00	$ 512.00	$ 2,048.00	$ 568.80	$ 2,275.20		
	2	#S2304-10x10x06 - FABRICATED STEEL 10" x 10" x 6"	$ 583.92	$ 1,167.84	$ 369.67	$ 739.34	$ 525.00	$ 1,050.00	$ 587.00	$ 1,174.00		
	3	#S2304-12x12x06 - FABRICATED STEEL 12" x 12" x 6"	$ 613.66	$ 1,840.98	$ 391.25	$ 1,173.75	$ 552.00	$ 1,656.00	$ 616.90	$ 1,850.70		
	2	#S2304-18x18x10 - FABRICATED STEEL 18" x 18" x 10"	$ 1,139.71	$ 2,279.42	$ 752.45	$ 1,504.90	$ 1,025.00	$ 2,050.00	$ 1,145.70	$ 2,291.40		
	1	#S2304-18x18x12 - FABRICATED STEEL 18" x 18" x 12"	$ 1,289.91	$ 1,289.91	$ 861.16	$ 861.16	$ 1,160.00	$ 1,160.00	$ 1,296.00	$ 1,296.00		
	2	#S2304-24x24x4 - FABRICATED STEEL 24" x 24" x 4"	$ 726.67	$ 1,453.34	$ 481.73	$ 963.46	$ 627.00	$ 1,254.00	$ 730.50	$ 1,461.00		
	2	#S2304-24x24x6 - FABRICATED STEEL 24" x 24" x 6"	$ 809.96	$ 1,619.92	$ 542.61	$ 1,085.22	$ 699.00	$ 1,398.00	$ 814.00	$ 1,628.00		
	2	#S2304-24x24x8 - FABRICATED STEEL 24" x 24" x 8"	$ 1,052.17	$ 2,104.34	$ 663.35	$ 1,326.70	$ 908.00	$ 1,816.00	$ 1,057.00	$ 2,114.00		
	1	#S2304-30x30x10 - FABRICATED STEEL 30" x 30" x 10"	$ 1,440.11	$ 1,440.11	$ 776.97	$ 776.97	$ 1,243.00	$ 1,243.00	$ 1,400.00	$ 1,400.00		
	2	#S2304-36x36x4 - FABRICATED STEEL 36" x 36" x 4"	$ 1,112.84	$ 2,225.68	$ 681.30	$ 1,362.60	$ 961.00	$ 1,922.00	$ 1,094.00	$ 2,188.00		
	1	#S2304-36x36x12 - FABRICATED STEEL 36" x 36" x 12"	$ 1,846.54	$ 1,846.54	$ 1,378.24	$ 1,378.24	$ 1,596.00	$ 1,596.00	$ 1,798.00	$ 1,798.00		
					ROMAC		ROMAC SST		ROMAC SST			
	2	#S2306-04x04x04 - STAINLESS STEEL FULL CIRCLE 4" x 4" x 4"	$ 455.15	$ 910.30	$ 469.53	$ 939.06	$ 365.00	$ 730.00	$ 437.30	$ 874.60		
	5	#S2306-06x06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6" x 6"	$ 538.45	$ 2,692.25	$ 555.46	$ 2,777.30	$ 432.00	$ 2,160.00	$ 517.30	$ 2,586.50		
		TOTAL ITEM 5	**$**	**23,146.79**	**$**	**16,326.70**	**$**	**20,083.00**	**$**	**22,937.40**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
6	**DUCTILE IRON FITTINGS**											
	3	#B2341-06 - BEND, MJ 11-1/4" 6"	$ 47.20	$ 141.60	$ 48.18	$ 144.54	$ 46.26	$ 138.78	$ 137.30	$ 411.90		
	3	#B2342-04 - BEND, MJ 22-1/2" 4"	$ 29.45	$ 88.35	$ 30.07	$ 90.21	$ 28.87	$ 86.61	$ 85.70	$ 257.10		
	18	#B2344-04 - BEND, MJ 45° 4"	$ 30.96	$ 557.28	$ 31.61	$ 568.98	$ 30.35	$ 546.30	$ 90.00	$ 1,620.00		
	35	#B2344-06 - BEND, MJ 45° 6"	$ 49.84	$ 1,744.40	$ 50.88	$ 1,780.80	$ 48.85	$ 1,709.75	$ 145.00	$ 5,075.00		
	5	#B2344-08 - BEND, MJ 45° 8"	$ 72.49	$ 362.45	$ 74.01	$ 370.05	$ 71.05	$ 355.25	$ 210.90	$ 1,054.50		
	3	#B2344-10 - BEND. MJ 45° 10"	$ 104.96	$ 314.88	$ 107.15	$ 321.45	$ 102.87	$ 308.61	$ 306.50	$ 919.50		
	5	#B2344-12 - BEND, MJ 45° 12"	$ 156.69	$ 783.45	$ 159.95	$ 799.75	$ 153.56	$ 767.80	$ 456.00	$ 2,280.00		
	7	#B2349-04 - BEND, MJ 90° 4"	$ 37.38	$ 261.66	$ 38.16	$ 267.12	$ 36.64	$ 256.48	$ 108.80	$ 761.60		
	10	#B2379-04 - BEND, MJ x FL 90° 4"	$ 42.66	$ 426.60	$ 43.56	$ 435.60	$ 41.82	$ 418.20	$ 124.00	$ 1,240.00		
	2	#C1344-04 - CAP, TAPPED 2", MJ, 4"	$ 29.07	$ 58.14	$ 29.68	$ 59.36	$ 28.50	$ 57.00	$ 84.60	$ 169.20		
	8	#C1344-06 - CAP. TAPPED 2", MJ. 6"	$ 40.02	$ 320.16	$ 40.86	$ 326.88	$ 39.23	$ 313.84	$ 116.00	$ 928.00		
	8	#C3372-04 - ADAPTER, MJ x FL 4"	$ 35.49	$ 283.92	$ 36.23	$ 289.84	$ 34.79	$ 278.32	$ 104.00	$ 832.00		
	8	#C3372-06 - ADAPTER. MJ x FL 6"	$ 49.08	$ 392.64	$ 50.11	$ 400.88	$ 48.11	$ 384.88	$ 142.00	$ 1,136.00		
	6	#C3372-08 - ADAPTER, MJ x FL 8"	$ 74.00	$ 444.00	$ 75.55	$ 453.30	$ 72.53	$ 435.18	$ 215.00	$ 1,290.00		
	2	#C5340-08x08x06x06 - CROSS, MJ 8" x 8" x 6" x 6"	$ 133.28	$ 266.56	$ 136.06	$ 272.12	$ 130.62	$ 261.24	$ 388.00	$ 776.00		
	3	#R1340-12x10 - REDUCER. MJ 12" x 10"	$ 99.67	$ 299.01	$ 101.76	$ 305.28	$ 97.69	$ 293.07	$ 290.00	$ 870.00		
	3	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	$ 105.71	$ 317.13	$ 107.92	$ 323.76	$ 103.61	$ 310.83	$ 307.00	$ 921.00		
	5	#R1361-08x06 - REDUCER. MJ x FL 8" x 6"	$ 149.89	$ 749.45	$ 153.02	$ 765.10	$ 146.90	$ 734.50	$ 436.00	$ 2,180.00		
	3	#R1361-12x10 - REDUCER, MJ x FL 12" x 10"	$ 620.00	$ 1,860.00	$ 332.62	$ 997.86	$ 323.00	$ 969.00	$ 948.00	$ 2,844.00		
	3	#S2331-06x06 - SHORT SLEEVE, MJ 6" x 6"	$ 41.53	$ 124.59	$ 42.40	$ 127.20	$ 40.71	$ 122.13	$ 121.00	$ 363.00		
	25	#S2341-06x12 - LONG SLEEVE, MJ 6" x 12"	$ 55.50	$ 1,387.50	$ 56.66	$ 1,416.50	$ 54.40	$ 1,360.00	$ 162.00	$ 4,050.00		
	6	#S2341-12x12 - LONG SLEEVE, MJ 12" x 12"	$ 144.60	$ 867.60	$ 147.62	$ 885.72	$ 141.72	$ 850.32	$ 420.00	$ 2,520.00		
	1	#S2341-24x15 - LONG SLEEVE, MJ 24" x 15"	$ 561.42	$ 561.42	$ 573.12	$ 573.12	$ 550.20	$ 550.20	$ 1,560.00	$ 1,560.00		
	25	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	$ 88.35	$ 2,208.75	$ 90.19	$ 2,254.75	$ 86.59	$ 2,164.75	$ 255.00	$ 6,375.00		
	10	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	$ 109.49	$ 1,094.90	$ 111.78	$ 1,117.80	$ 107.31	$ 1,073.10	$ 315.00	$ 3,150.00		
	4	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	$ 478.58	$ 1,914.32	$ 182.31	$ 729.24	$ 175.02	$ 700.08	$ 519.00	$ 2,076.00		
		TOTAL ITEM 6	**$**	**17,830.76**	**$**	**16,077.21**	**$**	**15,446.22**	**$**	**45,659.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**21**		
7	**COPPER PIPE**		WIELAND COPPER		JMF		MUELLER		GREAT LAKE COPPER		WIELAND	
	200	#P1100-03/4 - 3/4" - 100' ROLLS	$ 2.43	$ 486.00	$ 2.50	$ 500.00	$ 2.90	$ 580.00	$ 2.80	$ 560.00	$ 2.3797	$ 475.94
	20,040	#P1100-1 - 1" - 60' ROLLS	$ 3.17	$ 63,526.80	$ 3.26	$ 65,330.40	$ 3.77	$ 75,550.80	$ 3.67	$ 73,546.80	$ 3.10150	$ 62,154.06
	300	#P1100-1 - 1" - 100' ROLLS	$ 3.17	$ 951.00	$ 3.26	$ 978.00	$ 3.77	$ 1,131.00	$ 3.67	$ 1,101.00	$ 3.10150	$ 930.45
		TOTAL ITEM 7	**$**	**64,963.80**	**$**	**66,808.40**	**$**	**77,261.80**	**$**	**75,207.80**	**$**	**63,560.45**
		LEAD TIME		**45**		**30**		**20**		**15**		**15**
8	**HDPE PIPE**		CENTENNIAL PLASTICS PE4710		INTERSTATE		ADS		ASTM PE4710			
	700	#P1000-1 - 1" - 100' ROLLS	$ 0.36	$ 252.00	$ 0.34	$ 238.00	$ 0.40	$ 280.00	$ 0.30	$ 210.00		
	1,400	#P1000-2 - 2" - 100' ROLLS	$ 1.17	$ 1,638.00	$ 1.21	$ 1,694.00	$ 1.52	$ 2,128.00	$ 1.05	$ 1,470.00		
	600	#P1000-2 - 2" - 300' ROLLS	$ 1.17	$ 702.00	$ 1.21	$ 726.00	$ 1.52	$ 912.00	$ 1.05	$ 630.00		
							INTERSTATE					
	1,000	#P1000S-2 - 2" STRAIGHT - 20' STICKS	$ 1.36	$ 1,360.00	$ 1.21	$ 1,210.00	$ 1.80	$ 1,800.00	$ 1.05	$ 1,050.00		
		TOTAL ITEM 8	**$**	**3,952.00**	**$**	**3,868.00**	**$**	**5,120.00**	**$**	**3,360.00**		**NO BID**
		LEAD TIME		**60**		**30**		**20**		**20**		
9	**DUCTILE IRON PIPE**		US PIPE CLASS 52 TJ		MCWANE				US PIPE			
	1,008	#P1300-04 - 4"	$ 23.57	$ 23,758.56	$ 21.57	$ 21,742.56			$ 20.88	$ 21,047.04		
			US PIPE CLASS 50 TJ									
	2,520	#P1300-06 - 6"	$ 15.43	$ 38,883.60	$ 14.75	$ 37,170.00			$ 14.20	$ 35,784.00		
	810	#P1300-12 - 12"	$ 36.74	$ 29,759.40	$ 32.71	$ 26,495.10			$ 31.48	$ 25,498.80		
		TOTAL ITEM 9	**$**	**92,401.56**	**$**	**85,407.66**		**NO BID**	**$**	**82,329.84**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
10	**GASKETS**		US PIPE FIELD LOK		MCWANE				US PIPE			
	25	#G1000-04 - TJ RESTRAINT 4"	$ 37.92	$ 948.00	$ 45.22	$ 1,130.50			$ 39.75	$ 993.75		
	50	#G1000-06 - TJ RESTRAINT 6"	$ 53.83	$ 2,691.50	$ 64.20	$ 3,210.00			$ 55.80	$ 2,790.00		
	15	#G1000-08 - TJ RESTRAINT 8"	$ 72.91	$ 1,093.65	$ 86.95	$ 1,304.25			$ 74.70	$ 1,120.50		
	40	#G1000-12 - TJ RESTRAINT 12"	$ 105.89	$ 4,235.60	$ 126.28	$ 5,051.20			$ 103.70	$ 4,148.00		
			UNSPECIFIED		UNSPECIFIED				UNSPECIFIED			
	20	#MJ GASKET-04 - MJ 4"	$ 2.51	$ 50.20	$ 2.910	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-06 - MJ 6"	$ 3.09	$ 61.80	$ 2.91	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-08 - MJ 8"	$ 3.80	$ 76.00	$ 3.28	$ 65.60			$ 7.00	$ 140.00		
	10	#MJ GASKET-10 - MJ 10"	$ 5.37	$ 53.70	$ 4.73	$ 47.30			$ 8.50	$ 85.00		
	20	#MJ GASKET-12 - MJ 12"	$ 6.26	$ 125.20	$ 5.46	$ 109.20			$ 11.40	$ 228.00		
		TOTAL ITEM 10	**$**	**9,335.65**	**$**	**11,034.45**		**NO BID**	**$**	**9,731.25**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
11	**ALL THREAD & EYE BOLTS**											

	25	#C3310-03/4 - THREADED ROD COUPLING 3/4"		NO BID	$ 0.75	$ 18.75	$ 8.00	$ 200.00	$ 0.90	$ 22.50		
	240	#R3311-03/4 - ALL THREAD ROD 3/4"	$ 2.11	$ 506.40	$ 1.70	$ 408.00	$ 6.00	$ 1,440.00	$ 2.05	$ 492.00		
	40	#R3311-05/8 - ALL THREAD ROD 5/8"	$ 1.32	$ 52.80	$ 1.22	$ 48.80	$ 6.00	$ 240.00	$ 1.70	$ 68.00		
	100	#D1311 - EYE BOLT 90° 3/4"		NO BID	$ 2.26	$ 226.00	$ 8.00	$ 800.00	$ 2.30	$ 230.00		
		TOTAL ITEM 11	**$**	**559.20**	**$**	**701.55**	**$**	**2,680.00**	**$**	**812.50**		**NO BID**
		LEAD TIME		**30**		**30**		**30**		**56**		
12	**HYDRANT PARTS**											
	100	#HY-STORZ-NS - STORZ FITTING, STORZ x NH	$ 135.42	$ 13,542.00	$ 126.00	$ 12,600.00	$ 145.00	$ 14,500.00	$ 131.00	$ 13,100.00		
		TOTAL ITEM 12	**$**	**13,542.00**	**$**	**12,600.00**	**$**	**14,500.00**	**$**	**13,100.00**		**NO BID**
		LEAD TIME		**45**		**30**		**20**		**30**		
		TOTAL ITEMS 1-12	$	315,997.84	$	303,792.95	$	222,805.46	$	353,127.19	$	63,560.45
		8.9% SALES TAX	$	28,123.81	$	27,037.57	$	19,829.69	$	31,428.32	$	5,656.88
		GRAND TOTAL	**$**	**344,121.65**	**$**	**330,830.52**	**$**	**242,635.15**	**$**	**384,555.51**	**$**	**69,217.33**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/20/2020
		Clerk's File #	OPR 2020-0080
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY 625-7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	5216-20
Agenda Item Type	Purchase w/o Contract	**Requisition #**	19404/413-416
Agenda Item Name	4100 - PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Purchase of Miscellaneous Waterworks Products in support of the 2020 service season. Total purchase value across all suppliers: $317,114.75 including tax.

Ferguson Waterworks

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal between 12/18/2019 and 1/13/2020 to support the Water department's 2020 construction and maintenance season. Five bids were received itemizing costs across twelve product categories. Award is recommended across all five suppliers in accordance with the low responsive, responsible bidder for each category as follows: Consolidated Supply (Spokane Valley, WA) - Item 10: Gaskets ($10,166.52), Core & Main (Spokane Valley, WA) -

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 317,114.75	**#** 4100-42440-94340-56595-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/27/2020
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, Item 12: Hydrant Parts ($34,008.28), Ferguson Waterworks (Spokane Valley, WA) - Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, Item 6: Ductile Iron Fittings ($110,406.38), HD Fowler Company (Spokane Valley, WA) - Item 8: HDPE Pipe, Item 9: Ductile Iron Pipe ($93,316.24), M&L Supply Company (Spokane, WA) - Item 7: Copper Pipe ($69,217.33).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Miscellaneous Waterworks Products
Date:	1/27/2020
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, ext. 7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	Products needed to support 2020 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.

Background/History: On Monday, January 13, 2020, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2020 service season. Five bids were received itemizing costs across twelve item categories. Award of this business is recommended across all five bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.

Total Business Awarded: $317,114.75 including tax

Executive Summary:

- *Award of items competed on Bid #5216-20 Miscellaneous Waterworks Products is recommended as follows:*
  - *Consolidated Supply (Spokane Valley, WA) - $10,166.52 including tax*
    - *Item 10: Gaskets*
  - *Core & Main (Spokane Valley, WA) - $34,008.28 including tax*
    - *Item 1: Couplings*
    - *Item 5: Tapping Sleeves*
    - *Item 11: All Thread & Eye Bolts*
    - *Item 12: Hydrant Parts*
  - *Ferguson Waterworks (Spokane Valley, WA) - $110,406.38 including tax*
    - *Item 2: Repair Clamps*
    - *Item 3: Restrained Glands*
    - *Item 4: Service Saddles*
    - *Item 6: Ductile Iron Fittings*

- *HD Fowler Company (Spokane Valley, WA) - $93,316.24 including tax*
  - *Item 8: HDPE Pipe*
  - *Item 9: Ductile Iron Pipe*

- *M&L Supply Company (Spokane, WA) - $69,217.33 including tax*
  - *Item 7: Copper Pipe*

<u>Budget Impact:</u>
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: N/A
Other budget impacts: N/A

<u>Operations Impact:</u>
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Bid #5216-20			CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212		CORE & MAIN 1215 N. Bradley Rd. Spokane Valley, WA 99212		FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD FOWLER CO. 6625 E. Sharp Spokane Valley, WA 99212		M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**COUPLINGS**		ROMAC 511		ROMAC		ROMAC 511		ROMAC 511			
	15	#C3404-03/4 - 3/4"	$ 27.77	$ 416.55	$ 28.66	$ 429.90	$ 22.05	$ 330.75	$ 27.60	$ 414.00		
					SMITH BLAIR							
	8	#C3404-2 - 2"	$ 43.84	$ 350.72	$ 25.29	$ 202.32	$ 34.80	$ 278.40	$ 43.55	$ 348.40		
			ROMAC 501				ROMAC 501		ROMAC 501			
	12	#C3431-06 - 6" x 6"	$ 101.29	$ 1,215.48	$ 66.66	$ 799.92	$ 80.38	$ 964.56	$ 96.45	$ 1,157.40		
	2	#C3431-08 - 8" x 8"	$ 128.33	$ 256.66	$ 84.26	$ 168.52	$ 101.84	$ 203.68	$ 127.50	$ 255.00		
		TOTAL ITEM 1	**$**	**2,239.41**	**$**	**1,600.66**	**$**	**1,777.39**	**$**	**2,174.80**		**NO BID**
		LEAD TIME		**45**		**30**		**15**		**20**		
2	**REPAIR CLAMPS**		ROMAC 516		SMITH BLAIR		ROMAC 516		ROMAC 516			
	9	#C2312-06 - BELL JOINT LEAK 6"	$ 160.66	$ 1,445.94	$ 127.63	$ 1,148.67	$ 126.16	$ 1,135.44	$ 152.90	$ 1,376.10		
	2	#C2312-08 - BELL JOINT LEAK 8"	$ 222.00	$ 444.00	$ 176.34	$ 352.68	$ 174.33	$ 348.66	$ 220.60	$ 441.20		
	2	#C2312-10 - BELL JOINT LEAK 10"	$ 278.92	$ 557.84	$ 221.58	$ 443.16	$ 219.03	$ 438.06	$ 277.20	$ 554.40		
			ROMAC SS1				ROMAC SS1		ROMAC SS1			
	3	#C2411-04x12 - FULL CIRCLE 4" x 12"	$ 128.84	$ 386.52	$ 98.46	$ 295.38	$ 89.46	$ 268.38	$ 126.60	$ 379.80		
	40	#C2411-06x12 - FULL CIRCLE 6" x 12"	$ 154.98	$ 6,199.20	$ 114.15	$ 4,566.00	$ 107.61	$ 4,304.40	$ 155.70	$ 6,228.00		
	9	#C2411-08x12 - FULL CIRCLE 8" x 12"	$ 182.52	$ 1,642.68	$ 133.07	$ 1,197.63	$ 126.74	$ 1,140.66	$ 183.40	$ 1,650.60		
	7	#C2411-10x12 - FULL CIRCLE 10" x 12"	$ 237.86	$ 1,665.02	$ 152.49	$ 1,067.43	$ 165.11	$ 1,155.77	$ 239.00	$ 1,673.00		
	8	#C2411-12x12 - FULL CIRCLE 12" x 12"	$ 275.57	$ 2,204.56	$ 174.89	$ 1,399.12	$ 191.34	$ 1,530.72	$ 276.00	$ 2,208.00		
	3	#C2413-06x12 - FULL CIRCLE, TAPPED 1" 6" x 12"	$ 188.48	$ 565.44	$ 136.90	$ 410.70	$ 130.88	$ 392.64	$ 189.00	$ 567.00		
			ROMAC SSC		ROMAC		ROMAC SSC		ROMAC SSC			
	4	#C2481-01/2x3 - FULL CIRCLE 1/2" x 3"	$ 25.37	$ 101.48	$ 26.45	$ 105.80	$ 20.13	$ 80.52	$ 25.00	$ 100.00		
	4	#C2481-01/2x6 - FULL CIRCLE 1/2" x 6"	$ 54.05	$ 216.20	$ 56.36	$ 225.44	$ 42.89	$ 171.56	$ 54.00	$ 216.00		
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	$ 25.65	$ 128.25	$ 26.75	$ 133.75	$ 20.36	$ 101.80	$ 25.50	$ 127.50		
	5	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	$ 54.32	$ 271.60	$ 56.63	$ 283.15	$ 43.11	$ 215.55	$ 54.60	$ 273.00		
	5	#C2481-1x3 - FULL CIRCLE 1" x 3"	$ 27.28	$ 136.40	$ 28.44	$ 142.20	$ 21.65	$ 108.25	$ 27.40	$ 137.00		
	10	#C2481-1x6 - FULL CIRCLE 1" x 6"	$ 54.76	$ 547.60	$ 57.09	$ 570.90	$ 43.43	$ 434.30	$ 54.40	$ 544.00		
	2	#C2481-1-1/2x3 - FULL CIRCLE 1-1/2" x 3"	$ 28.58	$ 57.16	$ 29.80	$ 59.60	$ 22.69	$ 45.38	$ 28.70	$ 57.40		
	2	#C2481-1/2x6 - FULL CIRCLE 1-1/2" x 6"	$ 56.46	$ 112.92	$ 58.87	$ 117.74	$ 44.81	$ 89.62	$ 56.70	$ 113.40		
	3	#C2481-2x3 - FULL CIRCLE 2" x 3"	$ 31.37	$ 94.11	$ 32.71	$ 98.13	$ 24.90	$ 74.70	$ 31.50	$ 94.50		
	3	#C2481-2x6 - FULL CIRCLE 2" x 6"	$ 58.03	$ 174.09	$ 60.50	$ 181.50	$ 46.05	$ 138.15	$ 58.30	$ 174.90		
		TOTAL ITEM 2	**$**	**16,951.01**	**$**	**12,798.98**	**$**	**12,174.56**	**$**	**16,915.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**20**		
3	**RESTRAINED GLANDS**											
	100	#GL1000-04 - MJ RESTRAINT KIT 4"	$ 26.26	$ 2,626.00	$ 27.370	$ 2,737.00	$ 27.000	$ 2,700.00	$ 27.350	$ 2,735.00		
	750	#GL1000-06 - MJ RESTRAINT KIT 6"	$ 32.67	$ 24,502.50	$ 34.050	$ 25,537.50	$ 33.600	$ 25,200.00	$ 34.000	$ 25,500.00		
	100	#GL1000-08 - MJ RESTRAINT KIT 8"	$ 44.33	$ 4,433.00	$ 46.200	$ 4,620.00	$ 45.700	$ 4,570.00	$ 46.200	$ 4,620.00		
	20	#GL1000-10 - MJ RESTRAINT KIT 10"	$ 63.34	$ 1,266.80	$ 66.020	$ 1,320.40	$ 65.300	$ 1,306.00	$ 66.000	$ 1,320.00		
	50	#GL1000-12 - MJ RESTRAINT KIT 12"	$ 84.91	$ 4,245.50	$ 88.490	$ 4,424.50	$ 87.500	$ 4,375.00	$ 88.400	$ 4,420.00		
	12	#GL1000-24 - MJ RESTRAINT KIT 24"	$ 328.70	$ 3,944.40	$ 322.770	$ 3,873.24	$ 338.800	$ 4,065.60	$ 338.000	$ 4,056.00		
	10	#GL1000-36 - MJ RESTRAINT KIT 36"		NO BID	$ 966.430	$ 9,664.30	$ 956.000	$ 9,560.00	$ 956.000	$ 9,560.00		
		TOTAL ITEM 3	**$**	**41,018.20**	**$**	**52,176.94**	**$**	**51,776.60**	**$**	**52,211.00**		**NO BID**
		LEAD TIME		**60**		**30**		**25**		**20**		
4	**SERVICE SADDLES**		ROMAC 202S		SMITH BLAIR		ROMAC 202S		ROMAC 202S			
	9	#S1319-04x02 - 4" x 2"	$ 60.30	$ 542.70	$ 47.00	$ 423.00	$ 42.25	$ 380.25	$ 59.80	$ 538.20		
	100	#S1319-06x01 - 6" x 1"	$ 56.97	$ 5,697.00	$ 47.82	$ 4,782.00	$ 41.55	$ 4,155.00	$ 53.90	$ 5,390.00		
	40	#S1319-06x02 - 6" x 2"	$ 66.81	$ 2,672.40	$ 57.32	$ 2,292.80	$ 46.81	$ 1,872.40	$ 65.50	$ 2,620.00		
	280	#S1319-08x01 - 8" x 1"	$ 71.53	$ 20,028.40	$ 56.50	$ 15,820.00	$ 52.16	$ 14,604.80	$ 67.00	$ 18,760.00		
	12	#S1319-12x02 - 12" x 2"	$ 93.08	$ 1,116.96	$ 89.55	$ 1,074.60	$ 81.12	$ 973.44	$ 114.90	$ 1,378.80		
		TOTAL ITEM 4	**$**	**30,057.46**	**$**	**24,392.40**	**$**	**21,985.89**	**$**	**28,687.00**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
5	**TAPPING SLEEVES**		ROMAC FTS420SSFE		SMITH BLAIR		ROMAC FTS420		ROMAC FTS1			
	4	#S2304-08x08x06 - FABRICATED STEEL 8" x 8" x 6"	$ 569.04	$ 2,276.16	$ 359.50	$ 1,438.00	$ 512.00	$ 2,048.00	$ 568.80	$ 2,275.20		
	2	#S2304-10x10x06 - FABRICATED STEEL 10" x 10" x 6"	$ 583.92	$ 1,167.84	$ 369.67	$ 739.34	$ 525.00	$ 1,050.00	$ 587.00	$ 1,174.00		
	3	#S2304-12x12x06 - FABRICATED STEEL 12" x 12" x 6"	$ 613.66	$ 1,840.98	$ 391.25	$ 1,173.75	$ 552.00	$ 1,656.00	$ 616.90	$ 1,850.70		
	2	#S2304-18x18x10 - FABRICATED STEEL 18" x 18" x 10"	$ 1,139.71	$ 2,279.42	$ 752.45	$ 1,504.90	$ 1,025.00	$ 2,050.00	$ 1,145.70	$ 2,291.40		
	1	#S2304-18x18x12 - FABRICATED STEEL 18" x 18" x 12"	$ 1,289.91	$ 1,289.91	$ 861.16	$ 861.16	$ 1,160.00	$ 1,160.00	$ 1,296.00	$ 1,296.00		
	2	#S2304-24x24x4 - FABRICATED STEEL 24" x 24" x 4"	$ 726.67	$ 1,453.34	$ 481.73	$ 963.46	$ 627.00	$ 1,254.00	$ 730.50	$ 1,461.00		
	2	#S2304-24x24x6 - FABRICATED STEEL 24" x 24" x 6"	$ 809.96	$ 1,619.92	$ 542.61	$ 1,085.22	$ 699.00	$ 1,398.00	$ 814.00	$ 1,628.00		
	2	#S2304-24x24x8 - FABRICATED STEEL 24" x 24" x 8"	$ 1,052.17	$ 2,104.34	$ 663.35	$ 1,326.70	$ 908.00	$ 1,816.00	$ 1,057.00	$ 2,114.00		
	1	#S2304-30x30x10 - FABRICATED STEEL 30" x 30" x 10"	$ 1,440.11	$ 1,440.11	$ 776.97	$ 776.97	$ 1,243.00	$ 1,243.00	$ 1,400.00	$ 1,400.00		
	2	#S2304-36x36x4 - FABRICATED STEEL 36" x 36" x 4"	$ 1,112.84	$ 2,225.68	$ 681.30	$ 1,362.60	$ 961.00	$ 1,922.00	$ 1,094.00	$ 2,188.00		
	1	#S2304-36x36x12 - FABRICATED STEEL 36" x 36" x 12"	$ 1,846.54	$ 1,846.54	$ 1,378.24	$ 1,378.24	$ 1,596.00	$ 1,596.00	$ 1,798.00	$ 1,798.00		
					ROMAC		ROMAC SST		ROMAC SST			
	2	#S2306-04x04x04 - STAINLESS STEEL FULL CIRCLE 4" x 4" x 4"	$ 455.15	$ 910.30	$ 469.53	$ 939.06	$ 365.00	$ 730.00	$ 437.30	$ 874.60		
	5	#S2306-06x06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6" x 6"	$ 538.45	$ 2,692.25	$ 555.46	$ 2,777.30	$ 432.00	$ 2,160.00	$ 517.30	$ 2,586.50		
		TOTAL ITEM 5	**$**	**23,146.79**	**$**	**16,326.70**	**$**	**20,083.00**	**$**	**22,937.40**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
6	**DUCTILE IRON FITTINGS**											
	3	#B2341-06 - BEND, MJ 11-1/4" 6"	$ 47.20	$ 141.60	$ 48.18	$ 144.54	$ 46.26	$ 138.78	$ 137.30	$ 411.90		
	3	#B2342-04 - BEND, MJ 22-1/2" 4"	$ 29.45	$ 88.35	$ 30.07	$ 90.21	$ 28.87	$ 86.61	$ 85.70	$ 257.10		
	18	#B2344-04 - BEND, MJ 45° 4"	$ 30.96	$ 557.28	$ 31.61	$ 568.98	$ 30.35	$ 546.30	$ 90.00	$ 1,620.00		
	35	#B2344-06 - BEND, MJ 45° 6"	$ 49.84	$ 1,744.40	$ 50.88	$ 1,780.80	$ 48.85	$ 1,709.75	$ 145.00	$ 5,075.00		
	5	#B2344-08 - BEND, MJ 45° 8"	$ 72.49	$ 362.45	$ 74.01	$ 370.05	$ 71.05	$ 355.25	$ 210.90	$ 1,054.50		
	3	#B2344-10 - BEND. MJ 45° 10"	$ 104.96	$ 314.88	$ 107.15	$ 321.45	$ 102.87	$ 308.61	$ 306.50	$ 919.50		
	5	#B2344-12 - BEND, MJ 45° 12"	$ 156.69	$ 783.45	$ 159.95	$ 799.75	$ 153.56	$ 767.80	$ 456.00	$ 2,280.00		
	7	#B2349-04 - BEND, MJ 90° 4"	$ 37.38	$ 261.66	$ 38.16	$ 267.12	$ 36.64	$ 256.48	$ 108.80	$ 761.60		
	10	#B2379-04 - BEND, MJ x FL 90° 4"	$ 42.66	$ 426.60	$ 43.56	$ 435.60	$ 41.82	$ 418.20	$ 124.00	$ 1,240.00		
	2	#C1344-04 - CAP, TAPPED 2", MJ, 4"	$ 29.07	$ 58.14	$ 29.68	$ 59.36	$ 28.50	$ 57.00	$ 84.60	$ 169.20		
	8	#C1344-06 - CAP. TAPPED 2", MJ. 6"	$ 40.02	$ 320.16	$ 40.86	$ 326.88	$ 39.23	$ 313.84	$ 116.00	$ 928.00		
	8	#C3372-04 - ADAPTER, MJ x FL 4"	$ 35.49	$ 283.92	$ 36.23	$ 289.84	$ 34.79	$ 278.32	$ 104.00	$ 832.00		
	8	#C3372-06 - ADAPTER. MJ x FL 6"	$ 49.08	$ 392.64	$ 50.11	$ 400.88	$ 48.11	$ 384.88	$ 142.00	$ 1,136.00		
	6	#C3372-08 - ADAPTER, MJ x FL 8"	$ 74.00	$ 444.00	$ 75.55	$ 453.30	$ 72.53	$ 435.18	$ 215.00	$ 1,290.00		
	2	#C5340-08x08x06x06 - CROSS, MJ 8" x 8" x 6" x 6"	$ 133.28	$ 266.56	$ 136.06	$ 272.12	$ 130.62	$ 261.24	$ 388.00	$ 776.00		
	3	#R1340-12x10 - REDUCER. MJ 12" x 10"	$ 99.67	$ 299.01	$ 101.76	$ 305.28	$ 97.69	$ 293.07	$ 290.00	$ 870.00		
	3	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	$ 105.71	$ 317.13	$ 107.92	$ 323.76	$ 103.61	$ 310.83	$ 307.00	$ 921.00		
	5	#R1361-08x06 - REDUCER. MJ x FL 8" x 6"	$ 149.89	$ 749.45	$ 153.02	$ 765.10	$ 146.90	$ 734.50	$ 436.00	$ 2,180.00		
	3	#R1361-12x10 - REDUCER, MJ x FL 12" x 10"	$ 620.00	$ 1,860.00	$ 332.62	$ 997.86	$ 323.00	$ 969.00	$ 948.00	$ 2,844.00		
	3	#S2331-06x06 - SHORT SLEEVE, MJ 6" x 6"	$ 41.53	$ 124.59	$ 42.40	$ 127.20	$ 40.71	$ 122.13	$ 121.00	$ 363.00		
	25	#S2341-06x12 - LONG SLEEVE, MJ 6" x 12"	$ 55.50	$ 1,387.50	$ 56.66	$ 1,416.50	$ 54.40	$ 1,360.00	$ 162.00	$ 4,050.00		
	6	#S2341-12x12 - LONG SLEEVE, MJ 12" x 12"	$ 144.60	$ 867.60	$ 147.62	$ 885.72	$ 141.72	$ 850.32	$ 420.00	$ 2,520.00		
	1	#S2341-24x15 - LONG SLEEVE, MJ 24" x 15"	$ 561.42	$ 561.42	$ 573.12	$ 573.12	$ 550.20	$ 550.20	$ 1,560.00	$ 1,560.00		
	25	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	$ 88.35	$ 2,208.75	$ 90.19	$ 2,254.75	$ 86.59	$ 2,164.75	$ 255.00	$ 6,375.00		
	10	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	$ 109.49	$ 1,094.90	$ 111.78	$ 1,117.80	$ 107.31	$ 1,073.10	$ 315.00	$ 3,150.00		
	4	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	$ 478.58	$ 1,914.32	$ 182.31	$ 729.24	$ 175.02	$ 700.08	$ 519.00	$ 2,076.00		
		TOTAL ITEM 6	**$**	**17,830.76**	**$**	**16,077.21**	**$**	**15,446.22**	**$**	**45,659.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**21**		
7	**COPPER PIPE**		WIELAND COPPER		JMF		MUELLER		GREAT LAKE COPPER		WIELAND	
	200	#P1100-03/4 - 3/4" - 100' ROLLS	$ 2.43	$ 486.00	$ 2.50	$ 500.00	$ 2.90	$ 580.00	$ 2.80	$ 560.00	$ 2.3797	$ 475.94
	20,040	#P1100-1 - 1" - 60' ROLLS	$ 3.17	$ 63,526.80	$ 3.26	$ 65,330.40	$ 3.77	$ 75,550.80	$ 3.67	$ 73,546.80	$ 3.10150	$ 62,154.06
	300	#P1100-1 - 1" - 100' ROLLS	$ 3.17	$ 951.00	$ 3.26	$ 978.00	$ 3.77	$ 1,131.00	$ 3.67	$ 1,101.00	$ 3.10150	$ 930.45
		TOTAL ITEM 7	**$**	**64,963.80**	**$**	**66,808.40**	**$**	**77,261.80**	**$**	**75,207.80**	**$**	**63,560.45**
		LEAD TIME		**45**		**30**		**20**		**15**		**15**
8	**HDPE PIPE**		CENTENNIAL PLASTICS PE4710		INTERSTATE		ADS		ASTM PE4710			
	700	#P1000-1 - 1" - 100' ROLLS	$ 0.36	$ 252.00	$ 0.34	$ 238.00	$ 0.40	$ 280.00	$ 0.30	$ 210.00		
	1,400	#P1000-2 - 2" - 100' ROLLS	$ 1.17	$ 1,638.00	$ 1.21	$ 1,694.00	$ 1.52	$ 2,128.00	$ 1.05	$ 1,470.00		
	600	#P1000-2 - 2" - 300' ROLLS	$ 1.17	$ 702.00	$ 1.21	$ 726.00	$ 1.52	$ 912.00	$ 1.05	$ 630.00		
							INTERSTATE					
	1,000	#P1000S-2 - 2" STRAIGHT - 20' STICKS	$ 1.36	$ 1,360.00	$ 1.21	$ 1,210.00	$ 1.80	$ 1,800.00	$ 1.05	$ 1,050.00		
		TOTAL ITEM 8	**$**	**3,952.00**	**$**	**3,868.00**	**$**	**5,120.00**	**$**	**3,360.00**		**NO BID**
		LEAD TIME		**60**		**30**		**20**		**20**		
9	**DUCTILE IRON PIPE**		US PIPE CLASS 52 TJ		MCWANE				US PIPE			
	1,008	#P1300-04 - 4"	$ 23.57	$ 23,758.56	$ 21.57	$ 21,742.56			$ 20.88	$ 21,047.04		
			US PIPE CLASS 50 TJ									
	2,520	#P1300-06 - 6"	$ 15.43	$ 38,883.60	$ 14.75	$ 37,170.00			$ 14.20	$ 35,784.00		
	810	#P1300-12 - 12"	$ 36.74	$ 29,759.40	$ 32.71	$ 26,495.10			$ 31.48	$ 25,498.80		
		TOTAL ITEM 9	**$**	**92,401.56**	**$**	**85,407.66**		**NO BID**	**$**	**82,329.84**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
10	**GASKETS**		US PIPE FIELD LOK		MCWANE				US PIPE			
	25	#G1000-04 - TJ RESTRAINT 4"	$ 37.92	$ 948.00	$ 45.22	$ 1,130.50			$ 39.75	$ 993.75		
	50	#G1000-06 - TJ RESTRAINT 6"	$ 53.83	$ 2,691.50	$ 64.20	$ 3,210.00			$ 55.80	$ 2,790.00		
	15	#G1000-08 - TJ RESTRAINT 8"	$ 72.91	$ 1,093.65	$ 86.95	$ 1,304.25			$ 74.70	$ 1,120.50		
	40	#G1000-12 - TJ RESTRAINT 12"	$ 105.89	$ 4,235.60	$ 126.28	$ 5,051.20			$ 103.70	$ 4,148.00		
			UNSPECIFIED		UNSPECIFIED				UNSPECIFIED			
	20	#MJ GASKET-04 - MJ 4"	$ 2.51	$ 50.20	$ 2.910	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-06 - MJ 6"	$ 3.09	$ 61.80	$ 2.91	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-08 - MJ 8"	$ 3.80	$ 76.00	$ 3.28	$ 65.60			$ 7.00	$ 140.00		
	10	#MJ GASKET-10 - MJ 10"	$ 5.37	$ 53.70	$ 4.73	$ 47.30			$ 8.50	$ 85.00		
	20	#MJ GASKET-12 - MJ 12"	$ 6.26	$ 125.20	$ 5.46	$ 109.20			$ 11.40	$ 228.00		
		TOTAL ITEM 10	**$**	**9,335.65**	**$**	**11,034.45**		**NO BID**	**$**	**9,731.25**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
11	**ALL THREAD & EYE BOLTS**											

	25	#C3310-03/4 - THREADED ROD COUPLING 3/4"		NO BID	$ 0.75	$ 18.75	$ 8.00	$ 200.00	$ 0.90	$ 22.50		
	240	#R3311-03/4 - ALL THREAD ROD 3/4"	$ 2.11	$ 506.40	$ 1.70	$ 408.00	$ 6.00	$ 1,440.00	$ 2.05	$ 492.00		
	40	#R3311-05/8 - ALL THREAD ROD 5/8"	$ 1.32	$ 52.80	$ 1.22	$ 48.80	$ 6.00	$ 240.00	$ 1.70	$ 68.00		
	100	#D1311 - EYE BOLT 90° 3/4"		NO BID	$ 2.26	$ 226.00	$ 8.00	$ 800.00	$ 2.30	$ 230.00		
		TOTAL ITEM 11	**$**	**559.20**	**$**	**701.55**	**$**	**2,680.00**	**$**	**812.50**		**NO BID**
		LEAD TIME		**30**		**30**		**30**		**56**		
12	**HYDRANT PARTS**											
	100	#HY-STORZ-NS - STORZ FITTING, STORZ x NH	$ 135.42	$ 13,542.00	$ 126.00	$ 12,600.00	$ 145.00	$ 14,500.00	$ 131.00	$ 13,100.00		
		TOTAL ITEM 12	**$**	**13,542.00**	**$**	**12,600.00**	**$**	**14,500.00**	**$**	**13,100.00**		**NO BID**
		LEAD TIME		**45**		**30**		**20**		**30**		
		TOTAL ITEMS 1-12	$	315,997.84	$	303,792.95	$	222,805.46	$	353,127.19	$	63,560.45
		8.9% SALES TAX	$	28,123.81	$	27,037.57	$	19,829.69	$	31,428.32	$	5,656.88
		GRAND TOTAL	**$**	**344,121.65**	**$**	**330,830.52**	**$**	**242,635.15**	**$**	**384,555.51**	**$**	**69,217.33**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/20/2020
		Clerk's File #	OPR 2020-0081
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY 625-7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	5216-20
Agenda Item Type	Purchase w/o Contract	**Requisition #**	19404/413-416
Agenda Item Name	4100 - PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Purchase of Miscellaneous Waterworks Products in support of the 2020 service season. Total purchase value across all suppliers: $317,114.75 including tax.

HD Fowler Company

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal between 12/18/2019 and 1/13/2020 to support the Water department's 2020 construction and maintenance season. Five bids were received itemizing costs across twelve product categories. Award is recommended across all five suppliers in accordance with the low responsive, responsible bidder for each category as follows: Consolidated Supply (Spokane Valley, WA) - Item 10: Gaskets ($10,166.52), Core & Main (Spokane Valley, WA) -

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 317,114.75	**#** 4100-42440-94340-56595-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/27/2020
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, Item 12: Hydrant Parts ($34,008.28), Ferguson Waterworks (Spokane Valley, WA) - Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, Item 6: Ductile Iron Fittings ($110,406.38), HD Fowler Company (Spokane Valley, WA) - Item 8: HDPE Pipe, Item 9: Ductile Iron Pipe ($93,316.24), M&L Supply Company (Spokane, WA) - Item 7: Copper Pipe ($69,217.33).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Miscellaneous Waterworks Products
Date:	1/27/2020
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, ext. 7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	Products needed to support 2020 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.

Background/History: On Monday, January 13, 2020, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2020 service season. Five bids were received itemizing costs across twelve item categories. Award of this business is recommended across all five bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.

Total Business Awarded: $317,114.75 including tax

Executive Summary:

- *Award of items competed on Bid #5216-20 Miscellaneous Waterworks Products is recommended as follows:*
  - *Consolidated Supply (Spokane Valley, WA) - $10,166.52 including tax*
    - *Item 10: Gaskets*
  - *Core & Main (Spokane Valley, WA) - $34,008.28 including tax*
    - *Item 1: Couplings*
    - *Item 5: Tapping Sleeves*
    - *Item 11: All Thread & Eye Bolts*
    - *Item 12: Hydrant Parts*
  - *Ferguson Waterworks (Spokane Valley, WA) - $110,406.38 including tax*
    - *Item 2: Repair Clamps*
    - *Item 3: Restrained Glands*
    - *Item 4: Service Saddles*
    - *Item 6: Ductile Iron Fittings*

- *HD Fowler Company (Spokane Valley, WA) - $93,316.24 including tax*
  - *Item 8: HDPE Pipe*
  - *Item 9: Ductile Iron Pipe*

- *M&L Supply Company (Spokane, WA) - $69,217.33 including tax*
  - *Item 7: Copper Pipe*

<u>Budget Impact:</u>
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: N/A
Other budget impacts: N/A

<u>Operations Impact:</u>
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Bid #5216-20			CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212		CORE & MAIN 1215 N. Bradley Rd. Spokane Valley, WA 99212		FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD FOWLER CO. 6625 E. Sharp Spokane Valley, WA 99212		M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**COUPLINGS**		ROMAC 511		ROMAC		ROMAC 511		ROMAC 511			
	15	#C3404-03/4 - 3/4"	$ 27.77	$ 416.55	$ 28.66	$ 429.90	$ 22.05	$ 330.75	$ 27.60	$ 414.00		
					SMITH BLAIR							
	8	#C3404-2 - 2"	$ 43.84	$ 350.72	$ 25.29	$ 202.32	$ 34.80	$ 278.40	$ 43.55	$ 348.40		
			ROMAC 501				ROMAC 501		ROMAC 501			
	12	#C3431-06 - 6" x 6"	$ 101.29	$ 1,215.48	$ 66.66	$ 799.92	$ 80.38	$ 964.56	$ 96.45	$ 1,157.40		
	2	#C3431-08 - 8" x 8"	$ 128.33	$ 256.66	$ 84.26	$ 168.52	$ 101.84	$ 203.68	$ 127.50	$ 255.00		
		TOTAL ITEM 1	**$**	**2,239.41**	**$**	**1,600.66**	**$**	**1,777.39**	**$**	**2,174.80**		**NO BID**
		LEAD TIME		**45**		**30**		**15**		**20**		
2	**REPAIR CLAMPS**		ROMAC 516		SMITH BLAIR		ROMAC 516		ROMAC 516			
	9	#C2312-06 - BELL JOINT LEAK 6"	$ 160.66	$ 1,445.94	$ 127.63	$ 1,148.67	$ 126.16	$ 1,135.44	$ 152.90	$ 1,376.10		
	2	#C2312-08 - BELL JOINT LEAK 8"	$ 222.00	$ 444.00	$ 176.34	$ 352.68	$ 174.33	$ 348.66	$ 220.60	$ 441.20		
	2	#C2312-10 - BELL JOINT LEAK 10"	$ 278.92	$ 557.84	$ 221.58	$ 443.16	$ 219.03	$ 438.06	$ 277.20	$ 554.40		
			ROMAC SS1				ROMAC SS1		ROMAC SS1			
	3	#C2411-04x12 - FULL CIRCLE 4" x 12"	$ 128.84	$ 386.52	$ 98.46	$ 295.38	$ 89.46	$ 268.38	$ 126.60	$ 379.80		
	40	#C2411-06x12 - FULL CIRCLE 6" x 12"	$ 154.98	$ 6,199.20	$ 114.15	$ 4,566.00	$ 107.61	$ 4,304.40	$ 155.70	$ 6,228.00		
	9	#C2411-08x12 - FULL CIRCLE 8" x 12"	$ 182.52	$ 1,642.68	$ 133.07	$ 1,197.63	$ 126.74	$ 1,140.66	$ 183.40	$ 1,650.60		
	7	#C2411-10x12 - FULL CIRCLE 10" x 12"	$ 237.86	$ 1,665.02	$ 152.49	$ 1,067.43	$ 165.11	$ 1,155.77	$ 239.00	$ 1,673.00		
	8	#C2411-12x12 - FULL CIRCLE 12" x 12"	$ 275.57	$ 2,204.56	$ 174.89	$ 1,399.12	$ 191.34	$ 1,530.72	$ 276.00	$ 2,208.00		
	3	#C2413-06x12 - FULL CIRCLE, TAPPED 1" 6" x 12"	$ 188.48	$ 565.44	$ 136.90	$ 410.70	$ 130.88	$ 392.64	$ 189.00	$ 567.00		
			ROMAC SSC		ROMAC		ROMAC SSC		ROMAC SSC			
	4	#C2481-01/2x3 - FULL CIRCLE 1/2" x 3"	$ 25.37	$ 101.48	$ 26.45	$ 105.80	$ 20.13	$ 80.52	$ 25.00	$ 100.00		
	4	#C2481-01/2x6 - FULL CIRCLE 1/2" x 6"	$ 54.05	$ 216.20	$ 56.36	$ 225.44	$ 42.89	$ 171.56	$ 54.00	$ 216.00		
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	$ 25.65	$ 128.25	$ 26.75	$ 133.75	$ 20.36	$ 101.80	$ 25.50	$ 127.50		
	5	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	$ 54.32	$ 271.60	$ 56.63	$ 283.15	$ 43.11	$ 215.55	$ 54.60	$ 273.00		
	5	#C2481-1x3 - FULL CIRCLE 1" x 3"	$ 27.28	$ 136.40	$ 28.44	$ 142.20	$ 21.65	$ 108.25	$ 27.40	$ 137.00		
	10	#C2481-1x6 - FULL CIRCLE 1" x 6"	$ 54.76	$ 547.60	$ 57.09	$ 570.90	$ 43.43	$ 434.30	$ 54.40	$ 544.00		
	2	#C2481-1-1/2x3 - FULL CIRCLE 1-1/2" x 3"	$ 28.58	$ 57.16	$ 29.80	$ 59.60	$ 22.69	$ 45.38	$ 28.70	$ 57.40		
	2	#C2481-1/2x6 - FULL CIRCLE 1-1/2" x 6"	$ 56.46	$ 112.92	$ 58.87	$ 117.74	$ 44.81	$ 89.62	$ 56.70	$ 113.40		
	3	#C2481-2x3 - FULL CIRCLE 2" x 3"	$ 31.37	$ 94.11	$ 32.71	$ 98.13	$ 24.90	$ 74.70	$ 31.50	$ 94.50		
	3	#C2481-2x6 - FULL CIRCLE 2" x 6"	$ 58.03	$ 174.09	$ 60.50	$ 181.50	$ 46.05	$ 138.15	$ 58.30	$ 174.90		
		TOTAL ITEM 2	**$**	**16,951.01**	**$**	**12,798.98**	**$**	**12,174.56**	**$**	**16,915.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**20**		
3	**RESTRAINED GLANDS**											
	100	#GL1000-04 - MJ RESTRAINT KIT 4"	$ 26.26	$ 2,626.00	$ 27.370	$ 2,737.00	$ 27.000	$ 2,700.00	$ 27.350	$ 2,735.00		
	750	#GL1000-06 - MJ RESTRAINT KIT 6"	$ 32.67	$ 24,502.50	$ 34.050	$ 25,537.50	$ 33.600	$ 25,200.00	$ 34.000	$ 25,500.00		
	100	#GL1000-08 - MJ RESTRAINT KIT 8"	$ 44.33	$ 4,433.00	$ 46.200	$ 4,620.00	$ 45.700	$ 4,570.00	$ 46.200	$ 4,620.00		
	20	#GL1000-10 - MJ RESTRAINT KIT 10"	$ 63.34	$ 1,266.80	$ 66.020	$ 1,320.40	$ 65.300	$ 1,306.00	$ 66.000	$ 1,320.00		
	50	#GL1000-12 - MJ RESTRAINT KIT 12"	$ 84.91	$ 4,245.50	$ 88.490	$ 4,424.50	$ 87.500	$ 4,375.00	$ 88.400	$ 4,420.00		
	12	#GL1000-24 - MJ RESTRAINT KIT 24"	$ 328.70	$ 3,944.40	$ 322.770	$ 3,873.24	$ 338.800	$ 4,065.60	$ 338.000	$ 4,056.00		
	10	#GL1000-36 - MJ RESTRAINT KIT 36"		NO BID	$ 966.430	$ 9,664.30	$ 956.000	$ 9,560.00	$ 956.000	$ 9,560.00		
		TOTAL ITEM 3	**$**	**41,018.20**	**$**	**52,176.94**	**$**	**51,776.60**	**$**	**52,211.00**		**NO BID**
		LEAD TIME		**60**		**30**		**25**		**20**		
4	**SERVICE SADDLES**		ROMAC 202S		SMITH BLAIR		ROMAC 202S		ROMAC 202S			
	9	#S1319-04x02 - 4" x 2"	$ 60.30	$ 542.70	$ 47.00	$ 423.00	$ 42.25	$ 380.25	$ 59.80	$ 538.20		
	100	#S1319-06x01 - 6" x 1"	$ 56.97	$ 5,697.00	$ 47.82	$ 4,782.00	$ 41.55	$ 4,155.00	$ 53.90	$ 5,390.00		
	40	#S1319-06x02 - 6" x 2"	$ 66.81	$ 2,672.40	$ 57.32	$ 2,292.80	$ 46.81	$ 1,872.40	$ 65.50	$ 2,620.00		
	280	#S1319-08x01 - 8" x 1"	$ 71.53	$ 20,028.40	$ 56.50	$ 15,820.00	$ 52.16	$ 14,604.80	$ 67.00	$ 18,760.00		
	12	#S1319-12x02 - 12" x 2"	$ 93.08	$ 1,116.96	$ 89.55	$ 1,074.60	$ 81.12	$ 973.44	$ 114.90	$ 1,378.80		
		TOTAL ITEM 4	**$**	**30,057.46**	**$**	**24,392.40**	**$**	**21,985.89**	**$**	**28,687.00**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
5	**TAPPING SLEEVES**		ROMAC FTS420SSFE		SMITH BLAIR		ROMAC FTS420		ROMAC FTS1			
	4	#S2304-08x08x06 - FABRICATED STEEL 8" x 8" x 6"	$ 569.04	$ 2,276.16	$ 359.50	$ 1,438.00	$ 512.00	$ 2,048.00	$ 568.80	$ 2,275.20		
	2	#S2304-10x10x06 - FABRICATED STEEL 10" x 10" x 6"	$ 583.92	$ 1,167.84	$ 369.67	$ 739.34	$ 525.00	$ 1,050.00	$ 587.00	$ 1,174.00		
	3	#S2304-12x12x06 - FABRICATED STEEL 12" x 12" x 6"	$ 613.66	$ 1,840.98	$ 391.25	$ 1,173.75	$ 552.00	$ 1,656.00	$ 616.90	$ 1,850.70		
	2	#S2304-18x18x10 - FABRICATED STEEL 18" x 18" x 10"	$ 1,139.71	$ 2,279.42	$ 752.45	$ 1,504.90	$ 1,025.00	$ 2,050.00	$ 1,145.70	$ 2,291.40		
	1	#S2304-18x18x12 - FABRICATED STEEL 18" x 18" x 12"	$ 1,289.91	$ 1,289.91	$ 861.16	$ 861.16	$ 1,160.00	$ 1,160.00	$ 1,296.00	$ 1,296.00		
	2	#S2304-24x24x4 - FABRICATED STEEL 24" x 24" x 4"	$ 726.67	$ 1,453.34	$ 481.73	$ 963.46	$ 627.00	$ 1,254.00	$ 730.50	$ 1,461.00		
	2	#S2304-24x24x6 - FABRICATED STEEL 24" x 24" x 6"	$ 809.96	$ 1,619.92	$ 542.61	$ 1,085.22	$ 699.00	$ 1,398.00	$ 814.00	$ 1,628.00		
	2	#S2304-24x24x8 - FABRICATED STEEL 24" x 24" x 8"	$ 1,052.17	$ 2,104.34	$ 663.35	$ 1,326.70	$ 908.00	$ 1,816.00	$ 1,057.00	$ 2,114.00		
	1	#S2304-30x30x10 - FABRICATED STEEL 30" x 30" x 10"	$ 1,440.11	$ 1,440.11	$ 776.97	$ 776.97	$ 1,243.00	$ 1,243.00	$ 1,400.00	$ 1,400.00		
	2	#S2304-36x36x4 - FABRICATED STEEL 36" x 36" x 4"	$ 1,112.84	$ 2,225.68	$ 681.30	$ 1,362.60	$ 961.00	$ 1,922.00	$ 1,094.00	$ 2,188.00		
	1	#S2304-36x36x12 - FABRICATED STEEL 36" x 36" x 12"	$ 1,846.54	$ 1,846.54	$ 1,378.24	$ 1,378.24	$ 1,596.00	$ 1,596.00	$ 1,798.00	$ 1,798.00		
					ROMAC		ROMAC SST		ROMAC SST			
	2	#S2306-04x04x04 - STAINLESS STEEL FULL CIRCLE 4" x 4" x 4"	$ 455.15	$ 910.30	$ 469.53	$ 939.06	$ 365.00	$ 730.00	$ 437.30	$ 874.60		
	5	#S2306-06x06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6" x 6"	$ 538.45	$ 2,692.25	$ 555.46	$ 2,777.30	$ 432.00	$ 2,160.00	$ 517.30	$ 2,586.50		
		TOTAL ITEM 5	**$**	**23,146.79**	**$**	**16,326.70**	**$**	**20,083.00**	**$**	**22,937.40**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
6	**DUCTILE IRON FITTINGS**											
	3	#B2341-06 - BEND, MJ 11-1/4" 6"	$ 47.20	$ 141.60	$ 48.18	$ 144.54	$ 46.26	$ 138.78	$ 137.30	$ 411.90		
	3	#B2342-04 - BEND, MJ 22-1/2" 4"	$ 29.45	$ 88.35	$ 30.07	$ 90.21	$ 28.87	$ 86.61	$ 85.70	$ 257.10		
	18	#B2344-04 - BEND, MJ 45° 4"	$ 30.96	$ 557.28	$ 31.61	$ 568.98	$ 30.35	$ 546.30	$ 90.00	$ 1,620.00		
	35	#B2344-06 - BEND, MJ 45° 6"	$ 49.84	$ 1,744.40	$ 50.88	$ 1,780.80	$ 48.85	$ 1,709.75	$ 145.00	$ 5,075.00		
	5	#B2344-08 - BEND, MJ 45° 8"	$ 72.49	$ 362.45	$ 74.01	$ 370.05	$ 71.05	$ 355.25	$ 210.90	$ 1,054.50		
	3	#B2344-10 - BEND. MJ 45° 10"	$ 104.96	$ 314.88	$ 107.15	$ 321.45	$ 102.87	$ 308.61	$ 306.50	$ 919.50		
	5	#B2344-12 - BEND, MJ 45° 12"	$ 156.69	$ 783.45	$ 159.95	$ 799.75	$ 153.56	$ 767.80	$ 456.00	$ 2,280.00		
	7	#B2349-04 - BEND, MJ 90° 4"	$ 37.38	$ 261.66	$ 38.16	$ 267.12	$ 36.64	$ 256.48	$ 108.80	$ 761.60		
	10	#B2379-04 - BEND, MJ x FL 90° 4"	$ 42.66	$ 426.60	$ 43.56	$ 435.60	$ 41.82	$ 418.20	$ 124.00	$ 1,240.00		
	2	#C1344-04 - CAP, TAPPED 2", MJ, 4"	$ 29.07	$ 58.14	$ 29.68	$ 59.36	$ 28.50	$ 57.00	$ 84.60	$ 169.20		
	8	#C1344-06 - CAP. TAPPED 2", MJ. 6"	$ 40.02	$ 320.16	$ 40.86	$ 326.88	$ 39.23	$ 313.84	$ 116.00	$ 928.00		
	8	#C3372-04 - ADAPTER, MJ x FL 4"	$ 35.49	$ 283.92	$ 36.23	$ 289.84	$ 34.79	$ 278.32	$ 104.00	$ 832.00		
	8	#C3372-06 - ADAPTER. MJ x FL 6"	$ 49.08	$ 392.64	$ 50.11	$ 400.88	$ 48.11	$ 384.88	$ 142.00	$ 1,136.00		
	6	#C3372-08 - ADAPTER, MJ x FL 8"	$ 74.00	$ 444.00	$ 75.55	$ 453.30	$ 72.53	$ 435.18	$ 215.00	$ 1,290.00		
	2	#C5340-08x08x06x06 - CROSS, MJ 8" x 8" x 6" x 6"	$ 133.28	$ 266.56	$ 136.06	$ 272.12	$ 130.62	$ 261.24	$ 388.00	$ 776.00		
	3	#R1340-12x10 - REDUCER. MJ 12" x 10"	$ 99.67	$ 299.01	$ 101.76	$ 305.28	$ 97.69	$ 293.07	$ 290.00	$ 870.00		
	3	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	$ 105.71	$ 317.13	$ 107.92	$ 323.76	$ 103.61	$ 310.83	$ 307.00	$ 921.00		
	5	#R1361-08x06 - REDUCER. MJ x FL 8" x 6"	$ 149.89	$ 749.45	$ 153.02	$ 765.10	$ 146.90	$ 734.50	$ 436.00	$ 2,180.00		
	3	#R1361-12x10 - REDUCER, MJ x FL 12" x 10"	$ 620.00	$ 1,860.00	$ 332.62	$ 997.86	$ 323.00	$ 969.00	$ 948.00	$ 2,844.00		
	3	#S2331-06x06 - SHORT SLEEVE, MJ 6" x 6"	$ 41.53	$ 124.59	$ 42.40	$ 127.20	$ 40.71	$ 122.13	$ 121.00	$ 363.00		
	25	#S2341-06x12 - LONG SLEEVE, MJ 6" x 12"	$ 55.50	$ 1,387.50	$ 56.66	$ 1,416.50	$ 54.40	$ 1,360.00	$ 162.00	$ 4,050.00		
	6	#S2341-12x12 - LONG SLEEVE, MJ 12" x 12"	$ 144.60	$ 867.60	$ 147.62	$ 885.72	$ 141.72	$ 850.32	$ 420.00	$ 2,520.00		
	1	#S2341-24x15 - LONG SLEEVE, MJ 24" x 15"	$ 561.42	$ 561.42	$ 573.12	$ 573.12	$ 550.20	$ 550.20	$ 1,560.00	$ 1,560.00		
	25	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	$ 88.35	$ 2,208.75	$ 90.19	$ 2,254.75	$ 86.59	$ 2,164.75	$ 255.00	$ 6,375.00		
	10	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	$ 109.49	$ 1,094.90	$ 111.78	$ 1,117.80	$ 107.31	$ 1,073.10	$ 315.00	$ 3,150.00		
	4	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	$ 478.58	$ 1,914.32	$ 182.31	$ 729.24	$ 175.02	$ 700.08	$ 519.00	$ 2,076.00		
		TOTAL ITEM 6	**$**	**17,830.76**	**$**	**16,077.21**	**$**	**15,446.22**	**$**	**45,659.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**21**		
7	**COPPER PIPE**		WIELAND COPPER		JMF		MUELLER		GREAT LAKE COPPER		WIELAND	
	200	#P1100-03/4 - 3/4" - 100' ROLLS	$ 2.43	$ 486.00	$ 2.50	$ 500.00	$ 2.90	$ 580.00	$ 2.80	$ 560.00	$ 2.3797	$ 475.94
	20,040	#P1100-1 - 1" - 60' ROLLS	$ 3.17	$ 63,526.80	$ 3.26	$ 65,330.40	$ 3.77	$ 75,550.80	$ 3.67	$ 73,546.80	$ 3.10150	$ 62,154.06
	300	#P1100-1 - 1" - 100' ROLLS	$ 3.17	$ 951.00	$ 3.26	$ 978.00	$ 3.77	$ 1,131.00	$ 3.67	$ 1,101.00	$ 3.10150	$ 930.45
		TOTAL ITEM 7	**$**	**64,963.80**	**$**	**66,808.40**	**$**	**77,261.80**	**$**	**75,207.80**	**$**	**63,560.45**
		LEAD TIME		**45**		**30**		**20**		**15**		**15**
8	**HDPE PIPE**		CENTENNIAL PLASTICS PE4710		INTERSTATE		ADS		ASTM PE4710			
	700	#P1000-1 - 1" - 100' ROLLS	$ 0.36	$ 252.00	$ 0.34	$ 238.00	$ 0.40	$ 280.00	$ 0.30	$ 210.00		
	1,400	#P1000-2 - 2" - 100' ROLLS	$ 1.17	$ 1,638.00	$ 1.21	$ 1,694.00	$ 1.52	$ 2,128.00	$ 1.05	$ 1,470.00		
	600	#P1000-2 - 2" - 300' ROLLS	$ 1.17	$ 702.00	$ 1.21	$ 726.00	$ 1.52	$ 912.00	$ 1.05	$ 630.00		
							INTERSTATE					
	1,000	#P1000S-2 - 2" STRAIGHT - 20' STICKS	$ 1.36	$ 1,360.00	$ 1.21	$ 1,210.00	$ 1.80	$ 1,800.00	$ 1.05	$ 1,050.00		
		TOTAL ITEM 8	**$**	**3,952.00**	**$**	**3,868.00**	**$**	**5,120.00**	**$**	**3,360.00**		**NO BID**
		LEAD TIME		**60**		**30**		**20**		**20**		
9	**DUCTILE IRON PIPE**		US PIPE CLASS 52 TJ		MCWANE				US PIPE			
	1,008	#P1300-04 - 4"	$ 23.57	$ 23,758.56	$ 21.57	$ 21,742.56			$ 20.88	$ 21,047.04		
			US PIPE CLASS 50 TJ									
	2,520	#P1300-06 - 6"	$ 15.43	$ 38,883.60	$ 14.75	$ 37,170.00			$ 14.20	$ 35,784.00		
	810	#P1300-12 - 12"	$ 36.74	$ 29,759.40	$ 32.71	$ 26,495.10			$ 31.48	$ 25,498.80		
		TOTAL ITEM 9	**$**	**92,401.56**	**$**	**85,407.66**		**NO BID**	**$**	**82,329.84**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
10	**GASKETS**		US PIPE FIELD LOK		MCWANE				US PIPE			
	25	#G1000-04 - TJ RESTRAINT 4"	$ 37.92	$ 948.00	$ 45.22	$ 1,130.50			$ 39.75	$ 993.75		
	50	#G1000-06 - TJ RESTRAINT 6"	$ 53.83	$ 2,691.50	$ 64.20	$ 3,210.00			$ 55.80	$ 2,790.00		
	15	#G1000-08 - TJ RESTRAINT 8"	$ 72.91	$ 1,093.65	$ 86.95	$ 1,304.25			$ 74.70	$ 1,120.50		
	40	#G1000-12 - TJ RESTRAINT 12"	$ 105.89	$ 4,235.60	$ 126.28	$ 5,051.20			$ 103.70	$ 4,148.00		
			UNSPECIFIED		UNSPECIFIED				UNSPECIFIED			
	20	#MJ GASKET-04 - MJ 4"	$ 2.51	$ 50.20	$ 2.910	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-06 - MJ 6"	$ 3.09	$ 61.80	$ 2.91	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-08 - MJ 8"	$ 3.80	$ 76.00	$ 3.28	$ 65.60			$ 7.00	$ 140.00		
	10	#MJ GASKET-10 - MJ 10"	$ 5.37	$ 53.70	$ 4.73	$ 47.30			$ 8.50	$ 85.00		
	20	#MJ GASKET-12 - MJ 12"	$ 6.26	$ 125.20	$ 5.46	$ 109.20			$ 11.40	$ 228.00		
		TOTAL ITEM 10	**$**	**9,335.65**	**$**	**11,034.45**		**NO BID**	**$**	**9,731.25**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
11	**ALL THREAD & EYE BOLTS**											

	25	#C3310-03/4 - THREADED ROD COUPLING 3/4"		NO BID	$ 0.75	$ 18.75	$ 8.00	$ 200.00	$ 0.90	$ 22.50		
	240	#R3311-03/4 - ALL THREAD ROD 3/4"	$ 2.11	$ 506.40	$ 1.70	$ 408.00	$ 6.00	$ 1,440.00	$ 2.05	$ 492.00		
	40	#R3311-05/8 - ALL THREAD ROD 5/8"	$ 1.32	$ 52.80	$ 1.22	$ 48.80	$ 6.00	$ 240.00	$ 1.70	$ 68.00		
	100	#D1311 - EYE BOLT 90° 3/4"		NO BID	$ 2.26	$ 226.00	$ 8.00	$ 800.00	$ 2.30	$ 230.00		
		TOTAL ITEM 11	**$**	**559.20**	**$**	**701.55**	**$**	**2,680.00**	**$**	**812.50**		**NO BID**
		LEAD TIME		**30**		**30**		**30**		**56**		
12	**HYDRANT PARTS**											
	100	#HY-STORZ-NS - STORZ FITTING, STORZ x NH	$ 135.42	$ 13,542.00	$ 126.00	$ 12,600.00	$ 145.00	$ 14,500.00	$ 131.00	$ 13,100.00		
		TOTAL ITEM 12	**$**	**13,542.00**	**$**	**12,600.00**	**$**	**14,500.00**	**$**	**13,100.00**		**NO BID**
		LEAD TIME		**45**		**30**		**20**		**30**		
		TOTAL ITEMS 1-12	$	315,997.84	$	303,792.95	$	222,805.46	$	353,127.19	$	63,560.45
		8.9% SALES TAX	$	28,123.81	$	27,037.57	$	19,829.69	$	31,428.32	$	5,656.88
		GRAND TOTAL	**$**	**344,121.65**	**$**	**330,830.52**	**$**	**242,635.15**	**$**	**384,555.51**	**$**	**69,217.33**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/20/2020
		Clerk's File #	OPR 2020-0082
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY 625-7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	5216-20
Agenda Item Type	Purchase w/o Contract	**Requisition #**	19404/413-416
Agenda Item Name	4100 - PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Purchase of Miscellaneous Waterworks Products in support of the 2020 service season. Total purchase value across all suppliers: $317,114.75 including tax.

M&L Supply Company

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal between 12/18/2019 and 1/13/2020 to support the Water department's 2020 construction and maintenance season. Five bids were received itemizing costs across twelve product categories. Award is recommended across all five suppliers in accordance with the low responsive, responsible bidder for each category as follows: Consolidated Supply (Spokane Valley, WA) - Item 10: Gaskets ($10,166.52), Core & Main (Spokane Valley, WA) -

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Expense	**$** 317,114.75	**#** 4100-42440-94340-56595-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/27/2020
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, Item 12: Hydrant Parts ($34,008.28), Ferguson Waterworks (Spokane Valley, WA) - Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, Item 6: Ductile Iron Fittings ($110,406.38), HD Fowler Company (Spokane Valley, WA) - Item 8: HDPE Pipe, Item 9: Ductile Iron Pipe ($93,316.24), M&L Supply Company (Spokane, WA) - Item 7: Copper Pipe ($69,217.33).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Miscellaneous Waterworks Products
Date:	1/27/2020
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, ext. 7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	Products needed to support 2020 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.

Background/History: On Monday, January 13, 2020, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2020 service season. Five bids were received itemizing costs across twelve item categories. Award of this business is recommended across all five bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.

Total Business Awarded: $317,114.75 including tax

Executive Summary:

- *Award of items competed on Bid #5216-20 Miscellaneous Waterworks Products is recommended as follows:*
  - *Consolidated Supply (Spokane Valley, WA) - $10,166.52 including tax*
    - *Item 10: Gaskets*
  - *Core & Main (Spokane Valley, WA) - $34,008.28 including tax*
    - *Item 1: Couplings*
    - *Item 5: Tapping Sleeves*
    - *Item 11: All Thread & Eye Bolts*
    - *Item 12: Hydrant Parts*
  - *Ferguson Waterworks (Spokane Valley, WA) - $110,406.38 including tax*
    - *Item 2: Repair Clamps*
    - *Item 3: Restrained Glands*
    - *Item 4: Service Saddles*
    - *Item 6: Ductile Iron Fittings*

- *HD Fowler Company (Spokane Valley, WA) - $93,316.24 including tax*
  - *Item 8: HDPE Pipe*
  - *Item 9: Ductile Iron Pipe*

- *M&L Supply Company (Spokane, WA) - $69,217.33 including tax*
  - *Item 7: Copper Pipe*

<u>Budget Impact:</u>
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: N/A
Other budget impacts: N/A

<u>Operations Impact:</u>
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Bid #5216-20			CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212		CORE & MAIN 1215 N. Bradley Rd. Spokane Valley, WA 99212		FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD FOWLER CO. 6625 E. Sharp Spokane Valley, WA 99212		M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**COUPLINGS**		ROMAC 511		ROMAC		ROMAC 511		ROMAC 511			
	15	#C3404-03/4 - 3/4"	$ 27.77	$ 416.55	$ 28.66	$ 429.90	$ 22.05	$ 330.75	$ 27.60	$ 414.00		
					SMITH BLAIR							
	8	#C3404-2 - 2"	$ 43.84	$ 350.72	$ 25.29	$ 202.32	$ 34.80	$ 278.40	$ 43.55	$ 348.40		
			ROMAC 501				ROMAC 501		ROMAC 501			
	12	#C3431-06 - 6" x 6"	$ 101.29	$ 1,215.48	$ 66.66	$ 799.92	$ 80.38	$ 964.56	$ 96.45	$ 1,157.40		
	2	#C3431-08 - 8" x 8"	$ 128.33	$ 256.66	$ 84.26	$ 168.52	$ 101.84	$ 203.68	$ 127.50	$ 255.00		
		TOTAL ITEM 1	**$**	**2,239.41**	**$**	**1,600.66**	**$**	**1,777.39**	**$**	**2,174.80**		**NO BID**
		LEAD TIME		**45**		**30**		**15**		**20**		
2	**REPAIR CLAMPS**		ROMAC 516		SMITH BLAIR		ROMAC 516		ROMAC 516			
	9	#C2312-06 - BELL JOINT LEAK 6"	$ 160.66	$ 1,445.94	$ 127.63	$ 1,148.67	$ 126.16	$ 1,135.44	$ 152.90	$ 1,376.10		
	2	#C2312-08 - BELL JOINT LEAK 8"	$ 222.00	$ 444.00	$ 176.34	$ 352.68	$ 174.33	$ 348.66	$ 220.60	$ 441.20		
	2	#C2312-10 - BELL JOINT LEAK 10"	$ 278.92	$ 557.84	$ 221.58	$ 443.16	$ 219.03	$ 438.06	$ 277.20	$ 554.40		
			ROMAC SS1				ROMAC SS1		ROMAC SS1			
	3	#C2411-04x12 - FULL CIRCLE 4" x 12"	$ 128.84	$ 386.52	$ 98.46	$ 295.38	$ 89.46	$ 268.38	$ 126.60	$ 379.80		
	40	#C2411-06x12 - FULL CIRCLE 6" x 12"	$ 154.98	$ 6,199.20	$ 114.15	$ 4,566.00	$ 107.61	$ 4,304.40	$ 155.70	$ 6,228.00		
	9	#C2411-08x12 - FULL CIRCLE 8" x 12"	$ 182.52	$ 1,642.68	$ 133.07	$ 1,197.63	$ 126.74	$ 1,140.66	$ 183.40	$ 1,650.60		
	7	#C2411-10x12 - FULL CIRCLE 10" x 12"	$ 237.86	$ 1,665.02	$ 152.49	$ 1,067.43	$ 165.11	$ 1,155.77	$ 239.00	$ 1,673.00		
	8	#C2411-12x12 - FULL CIRCLE 12" x 12"	$ 275.57	$ 2,204.56	$ 174.89	$ 1,399.12	$ 191.34	$ 1,530.72	$ 276.00	$ 2,208.00		
	3	#C2413-06x12 - FULL CIRCLE, TAPPED 1" 6" x 12"	$ 188.48	$ 565.44	$ 136.90	$ 410.70	$ 130.88	$ 392.64	$ 189.00	$ 567.00		
			ROMAC SSC		ROMAC		ROMAC SSC		ROMAC SSC			
	4	#C2481-01/2x3 - FULL CIRCLE 1/2" x 3"	$ 25.37	$ 101.48	$ 26.45	$ 105.80	$ 20.13	$ 80.52	$ 25.00	$ 100.00		
	4	#C2481-01/2x6 - FULL CIRCLE 1/2" x 6"	$ 54.05	$ 216.20	$ 56.36	$ 225.44	$ 42.89	$ 171.56	$ 54.00	$ 216.00		
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	$ 25.65	$ 128.25	$ 26.75	$ 133.75	$ 20.36	$ 101.80	$ 25.50	$ 127.50		
	5	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	$ 54.32	$ 271.60	$ 56.63	$ 283.15	$ 43.11	$ 215.55	$ 54.60	$ 273.00		
	5	#C2481-1x3 - FULL CIRCLE 1" x 3"	$ 27.28	$ 136.40	$ 28.44	$ 142.20	$ 21.65	$ 108.25	$ 27.40	$ 137.00		
	10	#C2481-1x6 - FULL CIRCLE 1" x 6"	$ 54.76	$ 547.60	$ 57.09	$ 570.90	$ 43.43	$ 434.30	$ 54.40	$ 544.00		
	2	#C2481-1-1/2x3 - FULL CIRCLE 1-1/2" x 3"	$ 28.58	$ 57.16	$ 29.80	$ 59.60	$ 22.69	$ 45.38	$ 28.70	$ 57.40		
	2	#C2481-1/2x6 - FULL CIRCLE 1-1/2" x 6"	$ 56.46	$ 112.92	$ 58.87	$ 117.74	$ 44.81	$ 89.62	$ 56.70	$ 113.40		
	3	#C2481-2x3 - FULL CIRCLE 2" x 3"	$ 31.37	$ 94.11	$ 32.71	$ 98.13	$ 24.90	$ 74.70	$ 31.50	$ 94.50		
	3	#C2481-2x6 - FULL CIRCLE 2" x 6"	$ 58.03	$ 174.09	$ 60.50	$ 181.50	$ 46.05	$ 138.15	$ 58.30	$ 174.90		
		TOTAL ITEM 2	**$**	**16,951.01**	**$**	**12,798.98**	**$**	**12,174.56**	**$**	**16,915.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**20**		
3	**RESTRAINED GLANDS**											
	100	#GL1000-04 - MJ RESTRAINT KIT 4"	$ 26.26	$ 2,626.00	$ 27.370	$ 2,737.00	$ 27.000	$ 2,700.00	$ 27.350	$ 2,735.00		
	750	#GL1000-06 - MJ RESTRAINT KIT 6"	$ 32.67	$ 24,502.50	$ 34.050	$ 25,537.50	$ 33.600	$ 25,200.00	$ 34.000	$ 25,500.00		
	100	#GL1000-08 - MJ RESTRAINT KIT 8"	$ 44.33	$ 4,433.00	$ 46.200	$ 4,620.00	$ 45.700	$ 4,570.00	$ 46.200	$ 4,620.00		
	20	#GL1000-10 - MJ RESTRAINT KIT 10"	$ 63.34	$ 1,266.80	$ 66.020	$ 1,320.40	$ 65.300	$ 1,306.00	$ 66.000	$ 1,320.00		
	50	#GL1000-12 - MJ RESTRAINT KIT 12"	$ 84.91	$ 4,245.50	$ 88.490	$ 4,424.50	$ 87.500	$ 4,375.00	$ 88.400	$ 4,420.00		
	12	#GL1000-24 - MJ RESTRAINT KIT 24"	$ 328.70	$ 3,944.40	$ 322.770	$ 3,873.24	$ 338.800	$ 4,065.60	$ 338.000	$ 4,056.00		
	10	#GL1000-36 - MJ RESTRAINT KIT 36"		NO BID	$ 966.430	$ 9,664.30	$ 956.000	$ 9,560.00	$ 956.000	$ 9,560.00		
		TOTAL ITEM 3	**$**	**41,018.20**	**$**	**52,176.94**	**$**	**51,776.60**	**$**	**52,211.00**		**NO BID**
		LEAD TIME		**60**		**30**		**25**		**20**		
4	**SERVICE SADDLES**		ROMAC 202S		SMITH BLAIR		ROMAC 202S		ROMAC 202S			
	9	#S1319-04x02 - 4" x 2"	$ 60.30	$ 542.70	$ 47.00	$ 423.00	$ 42.25	$ 380.25	$ 59.80	$ 538.20		
	100	#S1319-06x01 - 6" x 1"	$ 56.97	$ 5,697.00	$ 47.82	$ 4,782.00	$ 41.55	$ 4,155.00	$ 53.90	$ 5,390.00		
	40	#S1319-06x02 - 6" x 2"	$ 66.81	$ 2,672.40	$ 57.32	$ 2,292.80	$ 46.81	$ 1,872.40	$ 65.50	$ 2,620.00		
	280	#S1319-08x01 - 8" x 1"	$ 71.53	$ 20,028.40	$ 56.50	$ 15,820.00	$ 52.16	$ 14,604.80	$ 67.00	$ 18,760.00		
	12	#S1319-12x02 - 12" x 2"	$ 93.08	$ 1,116.96	$ 89.55	$ 1,074.60	$ 81.12	$ 973.44	$ 114.90	$ 1,378.80		
		TOTAL ITEM 4	**$**	**30,057.46**	**$**	**24,392.40**	**$**	**21,985.89**	**$**	**28,687.00**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
5	**TAPPING SLEEVES**		ROMAC FTS420SSFE		SMITH BLAIR		ROMAC FTS420		ROMAC FTS1			
	4	#S2304-08x08x06 - FABRICATED STEEL 8" x 8" x 6"	$ 569.04	$ 2,276.16	$ 359.50	$ 1,438.00	$ 512.00	$ 2,048.00	$ 568.80	$ 2,275.20		
	2	#S2304-10x10x06 - FABRICATED STEEL 10" x 10" x 6"	$ 583.92	$ 1,167.84	$ 369.67	$ 739.34	$ 525.00	$ 1,050.00	$ 587.00	$ 1,174.00		
	3	#S2304-12x12x06 - FABRICATED STEEL 12" x 12" x 6"	$ 613.66	$ 1,840.98	$ 391.25	$ 1,173.75	$ 552.00	$ 1,656.00	$ 616.90	$ 1,850.70		
	2	#S2304-18x18x10 - FABRICATED STEEL 18" x 18" x 10"	$ 1,139.71	$ 2,279.42	$ 752.45	$ 1,504.90	$ 1,025.00	$ 2,050.00	$ 1,145.70	$ 2,291.40		
	1	#S2304-18x18x12 - FABRICATED STEEL 18" x 18" x 12"	$ 1,289.91	$ 1,289.91	$ 861.16	$ 861.16	$ 1,160.00	$ 1,160.00	$ 1,296.00	$ 1,296.00		
	2	#S2304-24x24x4 - FABRICATED STEEL 24" x 24" x 4"	$ 726.67	$ 1,453.34	$ 481.73	$ 963.46	$ 627.00	$ 1,254.00	$ 730.50	$ 1,461.00		
	2	#S2304-24x24x6 - FABRICATED STEEL 24" x 24" x 6"	$ 809.96	$ 1,619.92	$ 542.61	$ 1,085.22	$ 699.00	$ 1,398.00	$ 814.00	$ 1,628.00		
	2	#S2304-24x24x8 - FABRICATED STEEL 24" x 24" x 8"	$ 1,052.17	$ 2,104.34	$ 663.35	$ 1,326.70	$ 908.00	$ 1,816.00	$ 1,057.00	$ 2,114.00		
	1	#S2304-30x30x10 - FABRICATED STEEL 30" x 30" x 10"	$ 1,440.11	$ 1,440.11	$ 776.97	$ 776.97	$ 1,243.00	$ 1,243.00	$ 1,400.00	$ 1,400.00		
	2	#S2304-36x36x4 - FABRICATED STEEL 36" x 36" x 4"	$ 1,112.84	$ 2,225.68	$ 681.30	$ 1,362.60	$ 961.00	$ 1,922.00	$ 1,094.00	$ 2,188.00		
	1	#S2304-36x36x12 - FABRICATED STEEL 36" x 36" x 12"	$ 1,846.54	$ 1,846.54	$ 1,378.24	$ 1,378.24	$ 1,596.00	$ 1,596.00	$ 1,798.00	$ 1,798.00		
					ROMAC		ROMAC SST		ROMAC SST			
	2	#S2306-04x04x04 - STAINLESS STEEL FULL CIRCLE 4" x 4" x 4"	$ 455.15	$ 910.30	$ 469.53	$ 939.06	$ 365.00	$ 730.00	$ 437.30	$ 874.60		
	5	#S2306-06x06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6" x 6"	$ 538.45	$ 2,692.25	$ 555.46	$ 2,777.30	$ 432.00	$ 2,160.00	$ 517.30	$ 2,586.50		
		TOTAL ITEM 5	**$**	**23,146.79**	**$**	**16,326.70**	**$**	**20,083.00**	**$**	**22,937.40**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
6	**DUCTILE IRON FITTINGS**											
	3	#B2341-06 - BEND, MJ 11-1/4" 6"	$ 47.20	$ 141.60	$ 48.18	$ 144.54	$ 46.26	$ 138.78	$ 137.30	$ 411.90		
	3	#B2342-04 - BEND, MJ 22-1/2" 4"	$ 29.45	$ 88.35	$ 30.07	$ 90.21	$ 28.87	$ 86.61	$ 85.70	$ 257.10		
	18	#B2344-04 - BEND, MJ 45° 4"	$ 30.96	$ 557.28	$ 31.61	$ 568.98	$ 30.35	$ 546.30	$ 90.00	$ 1,620.00		
	35	#B2344-06 - BEND, MJ 45° 6"	$ 49.84	$ 1,744.40	$ 50.88	$ 1,780.80	$ 48.85	$ 1,709.75	$ 145.00	$ 5,075.00		
	5	#B2344-08 - BEND, MJ 45° 8"	$ 72.49	$ 362.45	$ 74.01	$ 370.05	$ 71.05	$ 355.25	$ 210.90	$ 1,054.50		
	3	#B2344-10 - BEND. MJ 45° 10"	$ 104.96	$ 314.88	$ 107.15	$ 321.45	$ 102.87	$ 308.61	$ 306.50	$ 919.50		
	5	#B2344-12 - BEND, MJ 45° 12"	$ 156.69	$ 783.45	$ 159.95	$ 799.75	$ 153.56	$ 767.80	$ 456.00	$ 2,280.00		
	7	#B2349-04 - BEND, MJ 90° 4"	$ 37.38	$ 261.66	$ 38.16	$ 267.12	$ 36.64	$ 256.48	$ 108.80	$ 761.60		
	10	#B2379-04 - BEND, MJ x FL 90° 4"	$ 42.66	$ 426.60	$ 43.56	$ 435.60	$ 41.82	$ 418.20	$ 124.00	$ 1,240.00		
	2	#C1344-04 - CAP, TAPPED 2", MJ, 4"	$ 29.07	$ 58.14	$ 29.68	$ 59.36	$ 28.50	$ 57.00	$ 84.60	$ 169.20		
	8	#C1344-06 - CAP. TAPPED 2", MJ. 6"	$ 40.02	$ 320.16	$ 40.86	$ 326.88	$ 39.23	$ 313.84	$ 116.00	$ 928.00		
	8	#C3372-04 - ADAPTER, MJ x FL 4"	$ 35.49	$ 283.92	$ 36.23	$ 289.84	$ 34.79	$ 278.32	$ 104.00	$ 832.00		
	8	#C3372-06 - ADAPTER. MJ x FL 6"	$ 49.08	$ 392.64	$ 50.11	$ 400.88	$ 48.11	$ 384.88	$ 142.00	$ 1,136.00		
	6	#C3372-08 - ADAPTER, MJ x FL 8"	$ 74.00	$ 444.00	$ 75.55	$ 453.30	$ 72.53	$ 435.18	$ 215.00	$ 1,290.00		
	2	#C5340-08x08x06x06 - CROSS, MJ 8" x 8" x 6" x 6"	$ 133.28	$ 266.56	$ 136.06	$ 272.12	$ 130.62	$ 261.24	$ 388.00	$ 776.00		
	3	#R1340-12x10 - REDUCER. MJ 12" x 10"	$ 99.67	$ 299.01	$ 101.76	$ 305.28	$ 97.69	$ 293.07	$ 290.00	$ 870.00		
	3	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	$ 105.71	$ 317.13	$ 107.92	$ 323.76	$ 103.61	$ 310.83	$ 307.00	$ 921.00		
	5	#R1361-08x06 - REDUCER. MJ x FL 8" x 6"	$ 149.89	$ 749.45	$ 153.02	$ 765.10	$ 146.90	$ 734.50	$ 436.00	$ 2,180.00		
	3	#R1361-12x10 - REDUCER, MJ x FL 12" x 10"	$ 620.00	$ 1,860.00	$ 332.62	$ 997.86	$ 323.00	$ 969.00	$ 948.00	$ 2,844.00		
	3	#S2331-06x06 - SHORT SLEEVE, MJ 6" x 6"	$ 41.53	$ 124.59	$ 42.40	$ 127.20	$ 40.71	$ 122.13	$ 121.00	$ 363.00		
	25	#S2341-06x12 - LONG SLEEVE, MJ 6" x 12"	$ 55.50	$ 1,387.50	$ 56.66	$ 1,416.50	$ 54.40	$ 1,360.00	$ 162.00	$ 4,050.00		
	6	#S2341-12x12 - LONG SLEEVE, MJ 12" x 12"	$ 144.60	$ 867.60	$ 147.62	$ 885.72	$ 141.72	$ 850.32	$ 420.00	$ 2,520.00		
	1	#S2341-24x15 - LONG SLEEVE, MJ 24" x 15"	$ 561.42	$ 561.42	$ 573.12	$ 573.12	$ 550.20	$ 550.20	$ 1,560.00	$ 1,560.00		
	25	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	$ 88.35	$ 2,208.75	$ 90.19	$ 2,254.75	$ 86.59	$ 2,164.75	$ 255.00	$ 6,375.00		
	10	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	$ 109.49	$ 1,094.90	$ 111.78	$ 1,117.80	$ 107.31	$ 1,073.10	$ 315.00	$ 3,150.00		
	4	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	$ 478.58	$ 1,914.32	$ 182.31	$ 729.24	$ 175.02	$ 700.08	$ 519.00	$ 2,076.00		
		TOTAL ITEM 6	**$**	**17,830.76**	**$**	**16,077.21**	**$**	**15,446.22**	**$**	**45,659.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**21**		
7	**COPPER PIPE**		WIELAND COPPER		JMF		MUELLER		GREAT LAKE COPPER		WIELAND	
	200	#P1100-03/4 - 3/4" - 100' ROLLS	$ 2.43	$ 486.00	$ 2.50	$ 500.00	$ 2.90	$ 580.00	$ 2.80	$ 560.00	$ 2.3797	$ 475.94
	20,040	#P1100-1 - 1" - 60' ROLLS	$ 3.17	$ 63,526.80	$ 3.26	$ 65,330.40	$ 3.77	$ 75,550.80	$ 3.67	$ 73,546.80	$ 3.10150	$ 62,154.06
	300	#P1100-1 - 1" - 100' ROLLS	$ 3.17	$ 951.00	$ 3.26	$ 978.00	$ 3.77	$ 1,131.00	$ 3.67	$ 1,101.00	$ 3.10150	$ 930.45
		TOTAL ITEM 7	**$**	**64,963.80**	**$**	**66,808.40**	**$**	**77,261.80**	**$**	**75,207.80**	**$**	**63,560.45**
		LEAD TIME		**45**		**30**		**20**		**15**		**15**
8	**HDPE PIPE**		CENTENNIAL PLASTICS PE4710		INTERSTATE		ADS		ASTM PE4710			
	700	#P1000-1 - 1" - 100' ROLLS	$ 0.36	$ 252.00	$ 0.34	$ 238.00	$ 0.40	$ 280.00	$ 0.30	$ 210.00		
	1,400	#P1000-2 - 2" - 100' ROLLS	$ 1.17	$ 1,638.00	$ 1.21	$ 1,694.00	$ 1.52	$ 2,128.00	$ 1.05	$ 1,470.00		
	600	#P1000-2 - 2" - 300' ROLLS	$ 1.17	$ 702.00	$ 1.21	$ 726.00	$ 1.52	$ 912.00	$ 1.05	$ 630.00		
							INTERSTATE					
	1,000	#P1000S-2 - 2" STRAIGHT - 20' STICKS	$ 1.36	$ 1,360.00	$ 1.21	$ 1,210.00	$ 1.80	$ 1,800.00	$ 1.05	$ 1,050.00		
		TOTAL ITEM 8	**$**	**3,952.00**	**$**	**3,868.00**	**$**	**5,120.00**	**$**	**3,360.00**		**NO BID**
		LEAD TIME		**60**		**30**		**20**		**20**		
9	**DUCTILE IRON PIPE**		US PIPE CLASS 52 TJ		MCWANE				US PIPE			
	1,008	#P1300-04 - 4"	$ 23.57	$ 23,758.56	$ 21.57	$ 21,742.56			$ 20.88	$ 21,047.04		
			US PIPE CLASS 50 TJ									
	2,520	#P1300-06 - 6"	$ 15.43	$ 38,883.60	$ 14.75	$ 37,170.00			$ 14.20	$ 35,784.00		
	810	#P1300-12 - 12"	$ 36.74	$ 29,759.40	$ 32.71	$ 26,495.10			$ 31.48	$ 25,498.80		
		TOTAL ITEM 9	**$**	**92,401.56**	**$**	**85,407.66**		**NO BID**	**$**	**82,329.84**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
10	**GASKETS**		US PIPE FIELD LOK		MCWANE				US PIPE			
	25	#G1000-04 - TJ RESTRAINT 4"	$ 37.92	$ 948.00	$ 45.22	$ 1,130.50			$ 39.75	$ 993.75		
	50	#G1000-06 - TJ RESTRAINT 6"	$ 53.83	$ 2,691.50	$ 64.20	$ 3,210.00			$ 55.80	$ 2,790.00		
	15	#G1000-08 - TJ RESTRAINT 8"	$ 72.91	$ 1,093.65	$ 86.95	$ 1,304.25			$ 74.70	$ 1,120.50		
	40	#G1000-12 - TJ RESTRAINT 12"	$ 105.89	$ 4,235.60	$ 126.28	$ 5,051.20			$ 103.70	$ 4,148.00		
			UNSPECIFIED		UNSPECIFIED				UNSPECIFIED			
	20	#MJ GASKET-04 - MJ 4"	$ 2.51	$ 50.20	$ 2.910	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-06 - MJ 6"	$ 3.09	$ 61.80	$ 2.91	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-08 - MJ 8"	$ 3.80	$ 76.00	$ 3.28	$ 65.60			$ 7.00	$ 140.00		
	10	#MJ GASKET-10 - MJ 10"	$ 5.37	$ 53.70	$ 4.73	$ 47.30			$ 8.50	$ 85.00		
	20	#MJ GASKET-12 - MJ 12"	$ 6.26	$ 125.20	$ 5.46	$ 109.20			$ 11.40	$ 228.00		
		TOTAL ITEM 10	**$**	**9,335.65**	**$**	**11,034.45**		**NO BID**	**$**	**9,731.25**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
11	**ALL THREAD & EYE BOLTS**											

	25	#C3310-03/4 - THREADED ROD COUPLING 3/4"		NO BID	$ 0.75	$ 18.75	$ 8.00	$ 200.00	$ 0.90	$ 22.50		
	240	#R3311-03/4 - ALL THREAD ROD 3/4"	$ 2.11	$ 506.40	$ 1.70	$ 408.00	$ 6.00	$ 1,440.00	$ 2.05	$ 492.00		
	40	#R3311-05/8 - ALL THREAD ROD 5/8"	$ 1.32	$ 52.80	$ 1.22	$ 48.80	$ 6.00	$ 240.00	$ 1.70	$ 68.00		
	100	#D1311 - EYE BOLT 90° 3/4"		NO BID	$ 2.26	$ 226.00	$ 8.00	$ 800.00	$ 2.30	$ 230.00		
		TOTAL ITEM 11	**$**	**559.20**	**$**	**701.55**	**$**	**2,680.00**	**$**	**812.50**		**NO BID**
		LEAD TIME		**30**		**30**		**30**		**56**		
12	**HYDRANT PARTS**											
	100	#HY-STORZ-NS - STORZ FITTING, STORZ x NH	$ 135.42	$ 13,542.00	$ 126.00	$ 12,600.00	$ 145.00	$ 14,500.00	$ 131.00	$ 13,100.00		
		TOTAL ITEM 12	**$**	**13,542.00**	**$**	**12,600.00**	**$**	**14,500.00**	**$**	**13,100.00**		**NO BID**
		LEAD TIME		**45**		**30**		**20**		**30**		
		TOTAL ITEMS 1-12	$	315,997.84	$	303,792.95	$	222,805.46	$	353,127.19	$	63,560.45
		8.9% SALES TAX	$	28,123.81	$	27,037.57	$	19,829.69	$	31,428.32	$	5,656.88
		GRAND TOTAL	**$**	**344,121.65**	**$**	**330,830.52**	**$**	**242,635.15**	**$**	**384,555.51**	**$**	**69,217.33**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/20/2020
		Clerk's File #	OPR 2020-0083
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY 625-7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	5216-20
Agenda Item Type	Purchase w/o Contract	**Requisition #**	19404/413-416
Agenda Item Name	4100 - PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Purchase of Miscellaneous Waterworks Products in support of the 2020 service season. Total purchase value across all suppliers: $317,114.75 including tax.

M&L Supply Company

Summary (Background)

Sealed bids were accepted through the City's electronic bidding portal between 12/18/2019 and 1/13/2020 to support the Water department's 2020 construction and maintenance season. Five bids were received itemizing costs across twelve product categories. Award is recommended across all five suppliers in accordance with the low responsive, responsible bidder for each category as follows: Consolidated Supply (Spokane Valley, WA) - Item 10: Gaskets ($10,166.52), Core & Main (Spokane Valley, WA) -

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 317,114.75	**#** 4100-42440-94340-56595-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/27/2020
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Item 1: Couplings, Item 5: Tapping Sleeves, Item 11: All Thread & Eye Bolts, Item 12: Hydrant Parts ($34,008.28), Ferguson Waterworks (Spokane Valley, WA) - Item 2: Repair Clamps, Item 3: Restrained Glands, Item 4: Service Saddles, Item 6: Ductile Iron Fittings ($110,406.38), HD Fowler Company (Spokane Valley, WA) - Item 8: HDPE Pipe, Item 9: Ductile Iron Pipe ($93,316.24), M&L Supply Company (Spokane, WA) - Item 7: Copper Pipe ($69,217.33).

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Purchase of Miscellaneous Waterworks Products
Date:	1/27/2020
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, ext. 7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	Products needed to support 2020 construction/repair season.
Outcome: (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.

Background/History: On Monday, January 13, 2020, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2020 service season. Five bids were received itemizing costs across twelve item categories. Award of this business is recommended across all five bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.

Total Business Awarded: $317,114.75 including tax

Executive Summary:

- *Award of items competed on Bid #5216-20 Miscellaneous Waterworks Products is recommended as follows:*
  - *Consolidated Supply (Spokane Valley, WA) - $10,166.52 including tax*
    - *Item 10: Gaskets*
  - *Core & Main (Spokane Valley, WA) - $34,008.28 including tax*
    - *Item 1: Couplings*
    - *Item 5: Tapping Sleeves*
    - *Item 11: All Thread & Eye Bolts*
    - *Item 12: Hydrant Parts*
  - *Ferguson Waterworks (Spokane Valley, WA) - $110,406.38 including tax*
    - *Item 2: Repair Clamps*
    - *Item 3: Restrained Glands*
    - *Item 4: Service Saddles*
    - *Item 6: Ductile Iron Fittings*

- *HD Fowler Company (Spokane Valley, WA) - $93,316.24 including tax*
  - *Item 8: HDPE Pipe*
  - *Item 9: Ductile Iron Pipe*

- *M&L Supply Company (Spokane, WA) - $69,217.33 including tax*
  - *Item 7: Copper Pipe*

<u>Budget Impact:</u>
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: N/A
Other budget impacts: N/A

<u>Operations Impact:</u>
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Bid #5216-20			CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212		CORE & MAIN 1215 N. Bradley Rd. Spokane Valley, WA 99212		FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD FOWLER CO. 6625 E. Sharp Spokane Valley, WA 99212		M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202	
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**COUPLINGS**		ROMAC 511		ROMAC		ROMAC 511		ROMAC 511			
	15	#C3404-03/4 - 3/4"	$ 27.77	$ 416.55	$ 28.66	$ 429.90	$ 22.05	$ 330.75	$ 27.60	$ 414.00		
					SMITH BLAIR							
	8	#C3404-2 - 2"	$ 43.84	$ 350.72	$ 25.29	$ 202.32	$ 34.80	$ 278.40	$ 43.55	$ 348.40		
			ROMAC 501				ROMAC 501		ROMAC 501			
	12	#C3431-06 - 6" x 6"	$ 101.29	$ 1,215.48	$ 66.66	$ 799.92	$ 80.38	$ 964.56	$ 96.45	$ 1,157.40		
	2	#C3431-08 - 8" x 8"	$ 128.33	$ 256.66	$ 84.26	$ 168.52	$ 101.84	$ 203.68	$ 127.50	$ 255.00		
		TOTAL ITEM 1	**$**	**2,239.41**	**$**	**1,600.66**	**$**	**1,777.39**	**$**	**2,174.80**		**NO BID**
		LEAD TIME		**45**		**30**		**15**		**20**		
2	**REPAIR CLAMPS**		ROMAC 516		SMITH BLAIR		ROMAC 516		ROMAC 516			
	9	#C2312-06 - BELL JOINT LEAK 6"	$ 160.66	$ 1,445.94	$ 127.63	$ 1,148.67	$ 126.16	$ 1,135.44	$ 152.90	$ 1,376.10		
	2	#C2312-08 - BELL JOINT LEAK 8"	$ 222.00	$ 444.00	$ 176.34	$ 352.68	$ 174.33	$ 348.66	$ 220.60	$ 441.20		
	2	#C2312-10 - BELL JOINT LEAK 10"	$ 278.92	$ 557.84	$ 221.58	$ 443.16	$ 219.03	$ 438.06	$ 277.20	$ 554.40		
			ROMAC SS1				ROMAC SS1		ROMAC SS1			
	3	#C2411-04x12 - FULL CIRCLE 4" x 12"	$ 128.84	$ 386.52	$ 98.46	$ 295.38	$ 89.46	$ 268.38	$ 126.60	$ 379.80		
	40	#C2411-06x12 - FULL CIRCLE 6" x 12"	$ 154.98	$ 6,199.20	$ 114.15	$ 4,566.00	$ 107.61	$ 4,304.40	$ 155.70	$ 6,228.00		
	9	#C2411-08x12 - FULL CIRCLE 8" x 12"	$ 182.52	$ 1,642.68	$ 133.07	$ 1,197.63	$ 126.74	$ 1,140.66	$ 183.40	$ 1,650.60		
	7	#C2411-10x12 - FULL CIRCLE 10" x 12"	$ 237.86	$ 1,665.02	$ 152.49	$ 1,067.43	$ 165.11	$ 1,155.77	$ 239.00	$ 1,673.00		
	8	#C2411-12x12 - FULL CIRCLE 12" x 12"	$ 275.57	$ 2,204.56	$ 174.89	$ 1,399.12	$ 191.34	$ 1,530.72	$ 276.00	$ 2,208.00		
	3	#C2413-06x12 - FULL CIRCLE, TAPPED 1" 6" x 12"	$ 188.48	$ 565.44	$ 136.90	$ 410.70	$ 130.88	$ 392.64	$ 189.00	$ 567.00		
			ROMAC SSC		ROMAC		ROMAC SSC		ROMAC SSC			
	4	#C2481-01/2x3 - FULL CIRCLE 1/2" x 3"	$ 25.37	$ 101.48	$ 26.45	$ 105.80	$ 20.13	$ 80.52	$ 25.00	$ 100.00		
	4	#C2481-01/2x6 - FULL CIRCLE 1/2" x 6"	$ 54.05	$ 216.20	$ 56.36	$ 225.44	$ 42.89	$ 171.56	$ 54.00	$ 216.00		
	5	#C2481-03/4x3 - FULL CIRCLE 3/4" x 3"	$ 25.65	$ 128.25	$ 26.75	$ 133.75	$ 20.36	$ 101.80	$ 25.50	$ 127.50		
	5	#C2481-03/4x6 - FULL CIRCLE 3/4" x 6"	$ 54.32	$ 271.60	$ 56.63	$ 283.15	$ 43.11	$ 215.55	$ 54.60	$ 273.00		
	5	#C2481-1x3 - FULL CIRCLE 1" x 3"	$ 27.28	$ 136.40	$ 28.44	$ 142.20	$ 21.65	$ 108.25	$ 27.40	$ 137.00		
	10	#C2481-1x6 - FULL CIRCLE 1" x 6"	$ 54.76	$ 547.60	$ 57.09	$ 570.90	$ 43.43	$ 434.30	$ 54.40	$ 544.00		
	2	#C2481-1-1/2x3 - FULL CIRCLE 1-1/2" x 3"	$ 28.58	$ 57.16	$ 29.80	$ 59.60	$ 22.69	$ 45.38	$ 28.70	$ 57.40		
	2	#C2481-1/2x6 - FULL CIRCLE 1-1/2" x 6"	$ 56.46	$ 112.92	$ 58.87	$ 117.74	$ 44.81	$ 89.62	$ 56.70	$ 113.40		
	3	#C2481-2x3 - FULL CIRCLE 2" x 3"	$ 31.37	$ 94.11	$ 32.71	$ 98.13	$ 24.90	$ 74.70	$ 31.50	$ 94.50		
	3	#C2481-2x6 - FULL CIRCLE 2" x 6"	$ 58.03	$ 174.09	$ 60.50	$ 181.50	$ 46.05	$ 138.15	$ 58.30	$ 174.90		
		TOTAL ITEM 2	**$**	**16,951.01**	**$**	**12,798.98**	**$**	**12,174.56**	**$**	**16,915.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**20**		
3	**RESTRAINED GLANDS**											
	100	#GL1000-04 - MJ RESTRAINT KIT 4"	$ 26.26	$ 2,626.00	$ 27.370	$ 2,737.00	$ 27.000	$ 2,700.00	$ 27.350	$ 2,735.00		
	750	#GL1000-06 - MJ RESTRAINT KIT 6"	$ 32.67	$ 24,502.50	$ 34.050	$ 25,537.50	$ 33.600	$ 25,200.00	$ 34.000	$ 25,500.00		
	100	#GL1000-08 - MJ RESTRAINT KIT 8"	$ 44.33	$ 4,433.00	$ 46.200	$ 4,620.00	$ 45.700	$ 4,570.00	$ 46.200	$ 4,620.00		
	20	#GL1000-10 - MJ RESTRAINT KIT 10"	$ 63.34	$ 1,266.80	$ 66.020	$ 1,320.40	$ 65.300	$ 1,306.00	$ 66.000	$ 1,320.00		
	50	#GL1000-12 - MJ RESTRAINT KIT 12"	$ 84.91	$ 4,245.50	$ 88.490	$ 4,424.50	$ 87.500	$ 4,375.00	$ 88.400	$ 4,420.00		
	12	#GL1000-24 - MJ RESTRAINT KIT 24"	$ 328.70	$ 3,944.40	$ 322.770	$ 3,873.24	$ 338.800	$ 4,065.60	$ 338.000	$ 4,056.00		
	10	#GL1000-36 - MJ RESTRAINT KIT 36"		NO BID	$ 966.430	$ 9,664.30	$ 956.000	$ 9,560.00	$ 956.000	$ 9,560.00		
		TOTAL ITEM 3	**$**	**41,018.20**	**$**	**52,176.94**	**$**	**51,776.60**	**$**	**52,211.00**		**NO BID**
		LEAD TIME		**60**		**30**		**25**		**20**		
4	**SERVICE SADDLES**		ROMAC 202S		SMITH BLAIR		ROMAC 202S		ROMAC 202S			
	9	#S1319-04x02 - 4" x 2"	$ 60.30	$ 542.70	$ 47.00	$ 423.00	$ 42.25	$ 380.25	$ 59.80	$ 538.20		
	100	#S1319-06x01 - 6" x 1"	$ 56.97	$ 5,697.00	$ 47.82	$ 4,782.00	$ 41.55	$ 4,155.00	$ 53.90	$ 5,390.00		
	40	#S1319-06x02 - 6" x 2"	$ 66.81	$ 2,672.40	$ 57.32	$ 2,292.80	$ 46.81	$ 1,872.40	$ 65.50	$ 2,620.00		
	280	#S1319-08x01 - 8" x 1"	$ 71.53	$ 20,028.40	$ 56.50	$ 15,820.00	$ 52.16	$ 14,604.80	$ 67.00	$ 18,760.00		
	12	#S1319-12x02 - 12" x 2"	$ 93.08	$ 1,116.96	$ 89.55	$ 1,074.60	$ 81.12	$ 973.44	$ 114.90	$ 1,378.80		
		TOTAL ITEM 4	**$**	**30,057.46**	**$**	**24,392.40**	**$**	**21,985.89**	**$**	**28,687.00**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
5	**TAPPING SLEEVES**		ROMAC FTS420SSFE		SMITH BLAIR		ROMAC FTS420		ROMAC FTS1			
	4	#S2304-08x08x06 - FABRICATED STEEL 8" x 8" x 6"	$ 569.04	$ 2,276.16	$ 359.50	$ 1,438.00	$ 512.00	$ 2,048.00	$ 568.80	$ 2,275.20		
	2	#S2304-10x10x06 - FABRICATED STEEL 10" x 10" x 6"	$ 583.92	$ 1,167.84	$ 369.67	$ 739.34	$ 525.00	$ 1,050.00	$ 587.00	$ 1,174.00		
	3	#S2304-12x12x06 - FABRICATED STEEL 12" x 12" x 6"	$ 613.66	$ 1,840.98	$ 391.25	$ 1,173.75	$ 552.00	$ 1,656.00	$ 616.90	$ 1,850.70		
	2	#S2304-18x18x10 - FABRICATED STEEL 18" x 18" x 10"	$ 1,139.71	$ 2,279.42	$ 752.45	$ 1,504.90	$ 1,025.00	$ 2,050.00	$ 1,145.70	$ 2,291.40		
	1	#S2304-18x18x12 - FABRICATED STEEL 18" x 18" x 12"	$ 1,289.91	$ 1,289.91	$ 861.16	$ 861.16	$ 1,160.00	$ 1,160.00	$ 1,296.00	$ 1,296.00		
	2	#S2304-24x24x4 - FABRICATED STEEL 24" x 24" x 4"	$ 726.67	$ 1,453.34	$ 481.73	$ 963.46	$ 627.00	$ 1,254.00	$ 730.50	$ 1,461.00		
	2	#S2304-24x24x6 - FABRICATED STEEL 24" x 24" x 6"	$ 809.96	$ 1,619.92	$ 542.61	$ 1,085.22	$ 699.00	$ 1,398.00	$ 814.00	$ 1,628.00		
	2	#S2304-24x24x8 - FABRICATED STEEL 24" x 24" x 8"	$ 1,052.17	$ 2,104.34	$ 663.35	$ 1,326.70	$ 908.00	$ 1,816.00	$ 1,057.00	$ 2,114.00		
	1	#S2304-30x30x10 - FABRICATED STEEL 30" x 30" x 10"	$ 1,440.11	$ 1,440.11	$ 776.97	$ 776.97	$ 1,243.00	$ 1,243.00	$ 1,400.00	$ 1,400.00		
	2	#S2304-36x36x4 - FABRICATED STEEL 36" x 36" x 4"	$ 1,112.84	$ 2,225.68	$ 681.30	$ 1,362.60	$ 961.00	$ 1,922.00	$ 1,094.00	$ 2,188.00		
	1	#S2304-36x36x12 - FABRICATED STEEL 36" x 36" x 12"	$ 1,846.54	$ 1,846.54	$ 1,378.24	$ 1,378.24	$ 1,596.00	$ 1,596.00	$ 1,798.00	$ 1,798.00		
					ROMAC		ROMAC SST		ROMAC SST			
	2	#S2306-04x04x04 - STAINLESS STEEL FULL CIRCLE 4" x 4" x 4"	$ 455.15	$ 910.30	$ 469.53	$ 939.06	$ 365.00	$ 730.00	$ 437.30	$ 874.60		
	5	#S2306-06x06x06 - STAINLESS STEEL FULL CIRCLE 6" x 6" x 6"	$ 538.45	$ 2,692.25	$ 555.46	$ 2,777.30	$ 432.00	$ 2,160.00	$ 517.30	$ 2,586.50		
		TOTAL ITEM 5	**$**	**23,146.79**	**$**	**16,326.70**	**$**	**20,083.00**	**$**	**22,937.40**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**25**		
6	**DUCTILE IRON FITTINGS**											
	3	#B2341-06 - BEND, MJ 11-1/4" 6"	$ 47.20	$ 141.60	$ 48.18	$ 144.54	$ 46.26	$ 138.78	$ 137.30	$ 411.90		
	3	#B2342-04 - BEND, MJ 22-1/2" 4"	$ 29.45	$ 88.35	$ 30.07	$ 90.21	$ 28.87	$ 86.61	$ 85.70	$ 257.10		
	18	#B2344-04 - BEND, MJ 45° 4"	$ 30.96	$ 557.28	$ 31.61	$ 568.98	$ 30.35	$ 546.30	$ 90.00	$ 1,620.00		
	35	#B2344-06 - BEND, MJ 45° 6"	$ 49.84	$ 1,744.40	$ 50.88	$ 1,780.80	$ 48.85	$ 1,709.75	$ 145.00	$ 5,075.00		
	5	#B2344-08 - BEND, MJ 45° 8"	$ 72.49	$ 362.45	$ 74.01	$ 370.05	$ 71.05	$ 355.25	$ 210.90	$ 1,054.50		
	3	#B2344-10 - BEND. MJ 45° 10"	$ 104.96	$ 314.88	$ 107.15	$ 321.45	$ 102.87	$ 308.61	$ 306.50	$ 919.50		
	5	#B2344-12 - BEND, MJ 45° 12"	$ 156.69	$ 783.45	$ 159.95	$ 799.75	$ 153.56	$ 767.80	$ 456.00	$ 2,280.00		
	7	#B2349-04 - BEND, MJ 90° 4"	$ 37.38	$ 261.66	$ 38.16	$ 267.12	$ 36.64	$ 256.48	$ 108.80	$ 761.60		
	10	#B2379-04 - BEND, MJ x FL 90° 4"	$ 42.66	$ 426.60	$ 43.56	$ 435.60	$ 41.82	$ 418.20	$ 124.00	$ 1,240.00		
	2	#C1344-04 - CAP, TAPPED 2", MJ, 4"	$ 29.07	$ 58.14	$ 29.68	$ 59.36	$ 28.50	$ 57.00	$ 84.60	$ 169.20		
	8	#C1344-06 - CAP. TAPPED 2", MJ. 6"	$ 40.02	$ 320.16	$ 40.86	$ 326.88	$ 39.23	$ 313.84	$ 116.00	$ 928.00		
	8	#C3372-04 - ADAPTER, MJ x FL 4"	$ 35.49	$ 283.92	$ 36.23	$ 289.84	$ 34.79	$ 278.32	$ 104.00	$ 832.00		
	8	#C3372-06 - ADAPTER. MJ x FL 6"	$ 49.08	$ 392.64	$ 50.11	$ 400.88	$ 48.11	$ 384.88	$ 142.00	$ 1,136.00		
	6	#C3372-08 - ADAPTER, MJ x FL 8"	$ 74.00	$ 444.00	$ 75.55	$ 453.30	$ 72.53	$ 435.18	$ 215.00	$ 1,290.00		
	2	#C5340-08x08x06x06 - CROSS, MJ 8" x 8" x 6" x 6"	$ 133.28	$ 266.56	$ 136.06	$ 272.12	$ 130.62	$ 261.24	$ 388.00	$ 776.00		
	3	#R1340-12x10 - REDUCER. MJ 12" x 10"	$ 99.67	$ 299.01	$ 101.76	$ 305.28	$ 97.69	$ 293.07	$ 290.00	$ 870.00		
	3	#R1361-06x04 - REDUCER, MJ x FL 6" x 4"	$ 105.71	$ 317.13	$ 107.92	$ 323.76	$ 103.61	$ 310.83	$ 307.00	$ 921.00		
	5	#R1361-08x06 - REDUCER. MJ x FL 8" x 6"	$ 149.89	$ 749.45	$ 153.02	$ 765.10	$ 146.90	$ 734.50	$ 436.00	$ 2,180.00		
	3	#R1361-12x10 - REDUCER, MJ x FL 12" x 10"	$ 620.00	$ 1,860.00	$ 332.62	$ 997.86	$ 323.00	$ 969.00	$ 948.00	$ 2,844.00		
	3	#S2331-06x06 - SHORT SLEEVE, MJ 6" x 6"	$ 41.53	$ 124.59	$ 42.40	$ 127.20	$ 40.71	$ 122.13	$ 121.00	$ 363.00		
	25	#S2341-06x12 - LONG SLEEVE, MJ 6" x 12"	$ 55.50	$ 1,387.50	$ 56.66	$ 1,416.50	$ 54.40	$ 1,360.00	$ 162.00	$ 4,050.00		
	6	#S2341-12x12 - LONG SLEEVE, MJ 12" x 12"	$ 144.60	$ 867.60	$ 147.62	$ 885.72	$ 141.72	$ 850.32	$ 420.00	$ 2,520.00		
	1	#S2341-24x15 - LONG SLEEVE, MJ 24" x 15"	$ 561.42	$ 561.42	$ 573.12	$ 573.12	$ 550.20	$ 550.20	$ 1,560.00	$ 1,560.00		
	25	#T1340-06x06x06 - TEE, MJ 6" x 6" x 6"	$ 88.35	$ 2,208.75	$ 90.19	$ 2,254.75	$ 86.59	$ 2,164.75	$ 255.00	$ 6,375.00		
	10	#T1340-08x08x06 - TEE, MJ 8" x 8" x 6"	$ 109.49	$ 1,094.90	$ 111.78	$ 1,117.80	$ 107.31	$ 1,073.10	$ 315.00	$ 3,150.00		
	4	#T1340-12x12x06 - TEE, MJ 12" x 12" x 6"	$ 478.58	$ 1,914.32	$ 182.31	$ 729.24	$ 175.02	$ 700.08	$ 519.00	$ 2,076.00		
		TOTAL ITEM 6	**$**	**17,830.76**	**$**	**16,077.21**	**$**	**15,446.22**	**$**	**45,659.80**		**NO BID**
		LEAD TIME		**60**		**30**		**15**		**21**		
7	**COPPER PIPE**		WIELAND COPPER		JMF		MUELLER		GREAT LAKE COPPER		WIELAND	
	200	#P1100-03/4 - 3/4" - 100' ROLLS	$ 2.43	$ 486.00	$ 2.50	$ 500.00	$ 2.90	$ 580.00	$ 2.80	$ 560.00	$ 2.3797	$ 475.94
	20,040	#P1100-1 - 1" - 60' ROLLS	$ 3.17	$ 63,526.80	$ 3.26	$ 65,330.40	$ 3.77	$ 75,550.80	$ 3.67	$ 73,546.80	$ 3.10150	$ 62,154.06
	300	#P1100-1 - 1" - 100' ROLLS	$ 3.17	$ 951.00	$ 3.26	$ 978.00	$ 3.77	$ 1,131.00	$ 3.67	$ 1,101.00	$ 3.10150	$ 930.45
		TOTAL ITEM 7	**$**	**64,963.80**	**$**	**66,808.40**	**$**	**77,261.80**	**$**	**75,207.80**	**$**	**63,560.45**
		LEAD TIME		**45**		**30**		**20**		**15**		**15**
8	**HDPE PIPE**		CENTENNIAL PLASTICS PE4710		INTERSTATE		ADS		ASTM PE4710			
	700	#P1000-1 - 1" - 100' ROLLS	$ 0.36	$ 252.00	$ 0.34	$ 238.00	$ 0.40	$ 280.00	$ 0.30	$ 210.00		
	1,400	#P1000-2 - 2" - 100' ROLLS	$ 1.17	$ 1,638.00	$ 1.21	$ 1,694.00	$ 1.52	$ 2,128.00	$ 1.05	$ 1,470.00		
	600	#P1000-2 - 2" - 300' ROLLS	$ 1.17	$ 702.00	$ 1.21	$ 726.00	$ 1.52	$ 912.00	$ 1.05	$ 630.00		
							INTERSTATE					
	1,000	#P1000S-2 - 2" STRAIGHT - 20' STICKS	$ 1.36	$ 1,360.00	$ 1.21	$ 1,210.00	$ 1.80	$ 1,800.00	$ 1.05	$ 1,050.00		
		TOTAL ITEM 8	**$**	**3,952.00**	**$**	**3,868.00**	**$**	**5,120.00**	**$**	**3,360.00**		**NO BID**
		LEAD TIME		**60**		**30**		**20**		**20**		
9	**DUCTILE IRON PIPE**		US PIPE CLASS 52 TJ		MCWANE				US PIPE			
	1,008	#P1300-04 - 4"	$ 23.57	$ 23,758.56	$ 21.57	$ 21,742.56			$ 20.88	$ 21,047.04		
			US PIPE CLASS 50 TJ									
	2,520	#P1300-06 - 6"	$ 15.43	$ 38,883.60	$ 14.75	$ 37,170.00			$ 14.20	$ 35,784.00		
	810	#P1300-12 - 12"	$ 36.74	$ 29,759.40	$ 32.71	$ 26,495.10			$ 31.48	$ 25,498.80		
		TOTAL ITEM 9	**$**	**92,401.56**	**$**	**85,407.66**		**NO BID**	**$**	**82,329.84**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
10	**GASKETS**		US PIPE FIELD LOK		MCWANE				US PIPE			
	25	#G1000-04 - TJ RESTRAINT 4"	$ 37.92	$ 948.00	$ 45.22	$ 1,130.50			$ 39.75	$ 993.75		
	50	#G1000-06 - TJ RESTRAINT 6"	$ 53.83	$ 2,691.50	$ 64.20	$ 3,210.00			$ 55.80	$ 2,790.00		
	15	#G1000-08 - TJ RESTRAINT 8"	$ 72.91	$ 1,093.65	$ 86.95	$ 1,304.25			$ 74.70	$ 1,120.50		
	40	#G1000-12 - TJ RESTRAINT 12"	$ 105.89	$ 4,235.60	$ 126.28	$ 5,051.20			$ 103.70	$ 4,148.00		
			UNSPECIFIED		UNSPECIFIED				UNSPECIFIED			
	20	#MJ GASKET-04 - MJ 4"	$ 2.51	$ 50.20	$ 2.910	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-06 - MJ 6"	$ 3.09	$ 61.80	$ 2.91	$ 58.20			$ 5.65	$ 113.00		
	20	#MJ GASKET-08 - MJ 8"	$ 3.80	$ 76.00	$ 3.28	$ 65.60			$ 7.00	$ 140.00		
	10	#MJ GASKET-10 - MJ 10"	$ 5.37	$ 53.70	$ 4.73	$ 47.30			$ 8.50	$ 85.00		
	20	#MJ GASKET-12 - MJ 12"	$ 6.26	$ 125.20	$ 5.46	$ 109.20			$ 11.40	$ 228.00		
		TOTAL ITEM 10	**$**	**9,335.65**	**$**	**11,034.45**		**NO BID**	**$**	**9,731.25**		**NO BID**
		LEAD TIME		**30**		**30**				**24**		
11	**ALL THREAD & EYE BOLTS**											

	25	#C3310-03/4 - THREADED ROD COUPLING 3/4"		NO BID	$ 0.75	$ 18.75	$ 8.00	$ 200.00	$ 0.90	$ 22.50		
	240	#R3311-03/4 - ALL THREAD ROD 3/4"	$ 2.11	$ 506.40	$ 1.70	$ 408.00	$ 6.00	$ 1,440.00	$ 2.05	$ 492.00		
	40	#R3311-05/8 - ALL THREAD ROD 5/8"	$ 1.32	$ 52.80	$ 1.22	$ 48.80	$ 6.00	$ 240.00	$ 1.70	$ 68.00		
	100	#D1311 - EYE BOLT 90° 3/4"		NO BID	$ 2.26	$ 226.00	$ 8.00	$ 800.00	$ 2.30	$ 230.00		
		TOTAL ITEM 11	**$**	**559.20**	**$**	**701.55**	**$**	**2,680.00**	**$**	**812.50**		**NO BID**
		LEAD TIME		**30**		**30**		**30**		**56**		
12	**HYDRANT PARTS**											
	100	#HY-STORZ-NS - STORZ FITTING, STORZ x NH	$ 135.42	$ 13,542.00	$ 126.00	$ 12,600.00	$ 145.00	$ 14,500.00	$ 131.00	$ 13,100.00		
		TOTAL ITEM 12	**$**	**13,542.00**	**$**	**12,600.00**	**$**	**14,500.00**	**$**	**13,100.00**		**NO BID**
		LEAD TIME		**45**		**30**		**20**		**30**		
		TOTAL ITEMS 1-12	$	315,997.84	$	303,792.95	$	222,805.46	$	353,127.19	$	63,560.45
		8.9% SALES TAX	$	28,123.81	$	27,037.57	$	19,829.69	$	31,428.32	$	5,656.88
		GRAND TOTAL	**$**	**344,121.65**	**$**	**330,830.52**	**$**	**242,635.15**	**$**	**384,555.51**	**$**	**69,217.33**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/14/2020
		Clerk's File #	OPR 2019-0777
		Renews #	
Submitting Dept	CITY ATTORNEY	**Cross Ref #**	
Contact Name/Phone	MIKE ORMSBY 6287	**Project #**	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR21389
Agenda Item Name	0500 SPECIAL COUNSEL CONTRACT AMENDMENT		

Agenda Wording

K&L Gates was hired as OUTSIDE SPECIAL COUNSEL providing legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options. Additional funds are necessary to continue this work.

Summary (Background)

This contract amendment is for $30,000.00. The total amount under the original contract, all previous amendments and this Amendment is 80,000.00.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** $15,000	**#** 50% - SWD 4490-44100-37148-54201-99999
Expense	**$** $15,000	**#** 50% - Water 4100-42460-34148-54201-99999
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	PICCOLO, MIKE	**Study Session**	
Division Director		**Other**	
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	PICCOLO, MIKE	eric.freedman@klgates.com	
For the Mayor	ORMSBY, MICHAEL	sdhansen@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		cconklin@spokanecity.org,	
		dkegley@spokanecity.org	
		kbrooks@spokanecity.org	
		jsalstrom@spokanecity.org	

City Clerk's No. 2019-0777

City of Spokane

CONTRACT AMENDMENT

Title: **FEDERAL LOBBYING SERVICES**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **K&L GATES, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options; and

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 Contract, dated September 5, 2019 and September 12, 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 on January 1, 2020.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS** (**$30,000.00**) for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000.00).**

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.

K&L GATES, LLP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

20-014

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/16/2020
		Clerk's File #	OPR 2020-0062
		Renews #	
Submitting Dept	CITY ATTORNEY	**Cross Ref #**	
Contact Name/Phone	MIKE ORMSBY 6287	**Project #**	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	INTERLOCAL AGREEMENT FOR PUBLIC SAFETY BUILDING		

Agenda Wording

The City and County Law Enforcement agencies jointly use the Public Safety Building. This Agreement articulates the parameters of this joint use.

Summary (Background)

This Agreement continues the outlines of the joint use and dealings between the parties.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	DALTON, PAT	**Study Session**	2/3/20
Division Director		**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	DALTON, PAT	cmeidl@spokanepolice.org	
For the Mayor	ORMSBY, MICHAEL	jclundgren@spokanepolice.org	
Additional Approvals		aschmidt@spokanecity.org	
Purchasing		ggemmill@spokanecounty.org	
		wcrago@spokanecity.org	
		pingiosi@spokanecity.org	
		kschmitt@spokanecity,org	

SPOKANE COUNTY-CITY JOINT USE INTERLOCAL AGREEMENT REGARDING SHARING OF THE PUBLIC SAFETY BUILDING SPACE FOR SHERIFF AND POLICE SERVICES

THIS AGREEMENT is made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," and jointly hereinafter referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners") has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, Spokane County is the owner of the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the "PSB"; and

WHEREAS, Construction of the PSB was financed by County and City taxpayers for the COUNTY's and CITY's joint use; and

WHEREAS, the PARTIES each occupy certain space in the PSB to provide County Sheriff Services and City Police Services and desire to jointly share in the building's maintenance/operation, security, and insurance costs.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as authorized in the above-referenced recitals which are incorporated herein by reference, the PARTIES do hereby agree as follows:

SECTION NO. 1 PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES understanding as to the sharing of costs for the maintenance/operation, security, and insurance of the PSB.

SECTION NO. 2 TERM/TERMINATION

The term of this Agreement shall commence as of January 1, 2019, and run through December 31, 2023. The Agreement will automatically renew after the initial term for one (1) year time frames

commencing January 1st and running through December 31st unless one of the PARTIES gives at least six (6) months written notice prior to the end of the initial term or any renewal thereafter of its intent not to renew.

SECTION NO. 3 COUNTY OBLIGATIONS

The COUNTY shall provide all maintenance/operation, security and insurance for the PSB.

A. For purposes of this Agreement, the terminology "maintenance/operation" shall mean keeping the PSB in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components. Providing utility services to the PSB, including but not limited to those for sewer, water, gas, electricity, telephone, heat, cooling, janitorial, and refuse service.

B. For purposes of this Agreement, the terminology "security" shall mean internal and external personnel and/or equipment as well as modifications to either as may be required by the Board of County Commissioners consistent with statutes or security needs identified by the Spokane County Campus Security Committee.

C. For purposes of this Agreement, the terminology "insurance" shall mean risk-transfer mechanism that ensures full or partial financial compensation for the loss or damage caused by event(s) that are beyond the control of the insured party.

SECTION NO. 4 PSB SPACE SHARING

Every January 1st, commencing with 2019, the COUNTY and the CITY will perform a walk-through of the PSB and record the square footage usage of the PSB by all occupants of the building, including but not limited to the CITY for Police Services and the COUNTY for Sheriff Services, as well as the square footage usage of the PSB that is shared by CITY Police Services and COUNTY Sheriff Services. This information will be entered in the annual County Full Cost Allocation Plan.

The PARTIES recognize that minor adjustments in square footage utilization may occur from time to time throughout a calendar year and agree that minor adjustments in square footage utilization of less than ten (10) percent will be recorded during the subsequent annual walk-through of the PBS. The PARTIES further agree that they may discuss square footage adjustments of ten (10) percent or greater and may mutually agree by written memorandum of the PARTIES representatives to make shared cost adjustments during a calendar year.

SECTION NO. 5 PSB COST SHARING

The PARTIES shall share the costs of the PSB maintenance/operation, security and insurance items outlined in SECTION NO. 3 COUNTY OBLIGATIONS. Annual expenses are calculated separately for the PSB and entered in the County Full Cost Allocation Plan. The County Full Cost Allocation

Plan allocates the PSB's annual expenses including indirect costs calculated in the plan to the occupants of the PSB based on the relative square foot percentage of the PARTIES occupancy of the PSB as determined in SECTION NO. 4 PSB SPACE SHARING.

A. Annual maintenance/operation costs for the PSB include but are not limited to:

    1. Building Depreciation – Depreciation for improvements to the PSB.
    2. Facilities Maintenance – PSB Janitorial, utilities, fire inspection, HVAC, etc.
    3. Steam Plant – Climate control for the PSB.

B. Annual security costs for the PSB include but are not limited to:

    1. Campus Security and Employee ID – PSB security personnel, security software/hardware, and issuance of access ID cards.
    2. Campus Security Outside Night – PSB nighttime security patrol.

C. The annual insurance premium for the PSB is provided by the County's Risk Manager.

The PARTIES agree that the cost of non-shared use office alterations or improvements for individual areas within the PSB shall be the sole financial responsibility of the individual party. The CITY shall request approval from the COUNTY Chief Executive Officer prior to any office alterations or improvements.

SECTION NO. 6 RECONCILIATION AND PAYMENT

The PSB Costs billed to the CITY for City Police use of the PSB shall be the total of the amounts outlined in SECTION NO. 5 above. These costs will be calculated by September 30th of the subsequent year. The COUNTY will send the CITY an annual invoice as well as a copy of the County Full Cost Allocation Plan by October 5th. The CITY will have until October 31st to review the billing and submit questions/concerns to the COUNTY in writing regarding the invoice. The COUNTY will have until November 15th to respond in writing to CITY questions/concerns. The COUNTY will prepare the final invoice to be sent to the CITY by November 30th. The CITY will have until December 15th to pay the final amount owing.

At the sole option of the COUNTY a penalty may be assessed on any late payment, in an amount equal to lost interest earnings had the payment been timely paid and invested in the COUNTY's Investment Pool.

For the purposes of this section "in writing" may include electronic email.

SECTION NO. 7 PARKING

The allocation of costs for the PSB includes thirty-six (36) parking spaces for the City of Spokane Police. Currently, these parking spaces are designated in the fenced parking lot behind the Central Steam Plant, see Exhibit A.

In addition, twenty-two (22) parking spaces in Lot A (Exhibit A) and twenty-two (22) parking spaces in Lot M (Exhibit B) have been designated for the City of Spokane Police. The CITY will pay for twenty-two (22) of the forty-four (44) parking spaces at the same rate a Spokane County Department pays for a parking space on the County Campus and will be subject to the same periodic cost increases as occurs with County departments. The annual cost of the twenty-two (22) parking spaces will be added to the annual settle and adjust process.

All eighty (80) City of Spokane Police parking spaces will be clearly marked for the Spokane Police Department. The COUNTY will make all reasonable efforts to keep the eighty (80) City of Spokane Police parking spaces free of snow and obstacles. The CITY will make all reasonable efforts to move their vehicles when necessary for snow and debris removal. Per Spokane County Parking Policy Number: 380, if a designated City of Spokane Police parking space is not accessible due to snow or obstacles, the vehicle may park in the designated overflow lot.

SECTION NO. 8 NOTICE

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

COUNTY:	Chief Executive Officer or his/her authorized representative 1116 West Broadway Avenue Spokane, Washington 99260
CITY:	City Administrator or his/her authorized representative City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201-3303

SECTION NO. 9 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 10 ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for all or a portion of the maintenance/operation of the PSB.

SECTION NO. 11 INDEMNIFICATION/HOLD HARMLESS

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and CITY agree that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

_____	_____
COUNTY initials	CITY initials

SECTION NO. 12 RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The PARTIES shall respectively be independent contractors in conjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The PARTIES are interested only in the results to be achieved and the right to control the particular manner, method

and means in which the PARTIES obligations are performed is solely within the discretion of the party. Any and all employees of the PARTIES who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The PARTIES shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

SECTION NO. 13 MODIFICATION

Except as may be provided in Section No. 4, this Agreement may be modified by mutual written agreement of the PARTIES.

SECTION NO. 14 PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with any party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the PARTIES to the contrary.

SECTION NO. 15 ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16 DISPUTE RESOLUTION

The PARTIES agree that any dispute as to the "PSB Space Sharing" or "PSB Cost Sharing" shall be referred to the CITY Administrator and COUNTY Chief Executive Officer or their assigns for resolution. In the event, they are unable to resolve the dispute, it shall be submitted to arbitration. COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the PARTIES. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

SECTION NO. 17 VENUE STIPULATION

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

provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18 SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 19 HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20 TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 21 FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 22 EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 23 COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 24 NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

SECTION NO. 25 NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 26 INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

(1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;

(2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than $5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

(3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

(4) Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either

entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 27 SUPERSEDES

This Agreement shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

SECTION NO. 28 RCW 39.34 REQUIRED CLAUSES

a. **PURPOSE:** See Section No. 1.

b. **DURATION:** See Section No. 2.

c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Agreement.

e. **AGREEMENT TO BE FILED:** See Section No. 19.

f. **FINANCING:** See provisions within Agreement.

g. **TERMINATION:** See Section No. 2.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
Al FRENCH, Chair

ATTEST:

_____
JOSH KERNS, Vice-Chair

_____
Ginna Vasquez
Clerk of the Board

_____
MARY L. KUNEY, Commissioner

CITY OF SPOKANE

DATED: _____

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney / Assistant

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/16/2020
		Clerk's File #	OPR 2020-0063
		Renews #	
Submitting Dept	CITY ATTORNEY	**Cross Ref #**	
Contact Name/Phone	MIKE ORMSBY 6287	**Project #**	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	INTERLOCAL AGREEMENT FOR JOINT SERVICES OF LAW ENFORCEMENT		

Agenda Wording

City and County law enforcement agencies cooperate on providing operating units and facilities by use of both departments.

Summary (Background)

This agreement provides the outline for the continued operation of these units.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	DALTON, PAT	**Study Session**	2/3/20
Division Director		**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	DALTON, PAT	cmeidl@spokanepolice.org	
For the Mayor	ORMSBY, MICHAEL	jclundgren@spokanepolice.org	
Additional Approvals		aschmidt@spokanecity.org	
Purchasing		ggemmill@spokanecounty.org	
		wcrago@spokanecity.org	
		pingiosi@spokanecity.org	
		kschmitt@spokanecity,org	

Briefing Paper
Study Session

Division & Department:	Spokane Police Department
Subject:	Interlocal Agreement for Joint Services for Law Enforcement
Date:	2/3/20
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org, 6287
City Council Sponsor:	Council Member Lori Kinnear
Executive Sponsor:	Michael Ormsby and J.C. Lundgren
Committee(s) Impacted:	Safe and Healthy
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan
Strategic Initiative:	Provide services to insure public safety
Deadline:	2/3/20
Outcome: (deliverables, delivery duties, milestones to meet)	Continue to cooperate in the joint operation of certain units and facilities used by both the City Police and County Sheriff Officers

Executive Summary:
Provides the agreement to continue to operate certain units and facilities.

Budget Impact:
Approved in current year budget? ☒ Yes ☐ No
Annual/Reoccurring expenditure? ☒ Yes ☐ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☒ Yes ☐ No
Requires change in current operations/policy? ☒ Yes ☐ No
Specify changes required: Known challenges/barriers:

SPOKANE COUNTY-CITY JOINT USE INTERLOCAL AGREEMENT REGARDING THE SHARING OF SHERIFF AND POLICE LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," and jointly hereinafter referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners") has the care of county property and management of county funds and business;

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the COUNTY through the Spokane County Sheriff's Office performs certain law enforcement services including among others: Forensic Unit, Air Support Unit and Explosive Disposal; and

WHEREAS, pursuant to the City of Spokane Charter and other legislative authorization, the CITY through the City Police Department performs certain law enforcement services including among others: Police Records, Property Evidence Facility, and Explosive Disposal; and

WHEREAS, the PARTIES each specialize in the services they perform and each desire to provide the above-referenced services to the other and desire to jointly share in these service costs.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as authorized in the above-referenced recitals which are incorporated herein by reference, the PARTIES do hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES understanding as to the terms and conditions under which the COUNTY will provide Forensic Unit, Air Support Unit and Explosive Disposal services to the CITY; and the CITY will provide Police Records, Property Evidence Facility, and Explosive Disposal services to the COUNTY.

SECTION NO. 2: TERM/TERMINATION

The term of this Agreement shall commence as of January 1, 2019 and run through December 31, 2023. The Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1st and running through December 31st unless one of the PARTIES gives at least six (6) months written notice prior to the end of the initial term or any renewal term thereafter of its intent not to renew.

SECTION NO. 3: SERVICES AND COST SHARING

3.1 Forensic Unit: COUNTY shall provide Forensic Services to the CITY. All costs associated with Forensics, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on the case count from the current forensics information tracking system.

3.2 Air Support Unit (ASU): COUNTY shall provide Air Support Unit (ASU), i.e. helicopter, services to the CITY. All costs associated with the ASU, less any applicable revenue, shall be shared based on the percentage of incidents with ASU call signs from the current incident tracking system.

3.3 Police Records: CITY shall provide Police Records Services to the COUNTY. All costs associated with Police Records services, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on case statistics. A case is defined as: the entry of a crime or informational report (often termed a Police Report) and associated supplemental documents into the Law Enforcement Records System under a single, unique case number.

3.4 Property Evidence Room: CITY shall provide Property Evidence Room and related services to the COUNTY. All costs associated with the Property Evidence Room, less any applicable revenue and less any space or costs utilized by only one entity, shall be shared based on item counts from the current property room information tracking system.

3.5 Explosive Disposal: CITY and COUNTY shall share Explosive Disposal training and operation costs of the shared items that each incur. Shared items may include vehicles, tools and consumable items. Shared costs do not include personnel costs or the cost of equipment issued to individual members. CITY shall pay sixty percent (60%) of shared COUNTY costs. COUNTY shall pay forty percent (40%) of shared CITY costs.

3.6 Indirect Cost: The PARTIES agree that a Full Cost indirect rate will be applied to all above "costs".

3.7 Modification: The PARTIES acknowledge that services, statistics and specific mutual agreements for items 3.1 through 3.5 above may evolve over time: as such both PARTIES shall review and agree upon services, statistics and specific mutual agreements on an annual basis, no later than June 30th of each year prior to the September 30th reconciliation and payment per SECTION NO. 4. Any changes to services, statistics or specific mutual agreements will be mutually agreed upon by the SHERIFF and POLICE CHIEF, or his/her designee, and will be used for the September 30th reconciliation and payment for the prior year. Current service, statistic and

specific mutual agreement provisos are shown in EXHIBIT 1. This exhibit will be updated no later than June 30th of each year, as provided for in this subsection.

SECTION NO. 4: RECONCILIATION AND PAYMENT

The CITY and the COUNTY shall calculate the cost of the services that they provide to the other entity as outlined in SECTION NO. 3 above. These costs will be calculated by September 30th of the subsequent year. Each entity will send an annual invoice with necessary supporting documentation to the other entity by October 5th. Each entity will have until October 31st to review their respective invoice and submit questions/concerns to the other entity in writing. Each entity will have until November 15th to respond in writing to the questions/concerns. The charges will then be netted and the entity with the greatest charges will prepare an invoice to be sent to the owing entity by November 30th. The owing entity shall make payment to the receiving entity no later than December 15th.

At the sole option of the entity that is owed the money a penalty may be assessed on any late payment, in an amount equal to lost interest earnings had the payment been timely paid and invested in the entity's Investment Pool.

For the purposes of this section "in writing" may include electronic email.

SECTION NO. 5: NOTICE

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party:

COUNTY: Chief Executive Officer
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City Administrator
City Hall, Seventh Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 6: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 7: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

SECTION NO. 8: INDEMNIFICATION/HOLD HARMLESS

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and CITY agree that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

_____ COUNTY initials

_____ CITY initials

SECTION NO. 9 RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The PARTIES shall respectively be independent contractors in conjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The PARTIES are interested only in the results to be achieved and the right to control the particular manner, method and means in which the PARTIES obligations are performed is solely within the discretion of the party. Any and all employees of the PARTIES who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The PARTIES shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

SECTION NO. 10: MODIFICATION

This Agreement may be modified by mutual written agreement of the PARTIES.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with any party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed upon by the PARTIES to the contrary.

SECTION NO. 11: ALL WRITING CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 13: DISPUTE RESOLUTION

The PARTIES agree that any dispute as to SECTION NO. 3 COST SHARING shall be referred to the CITY Administrator and COUNTY Chief Executive Officer or their assigns for resolution. In the event they are unable to resolve the dispute, it shall be submitted to arbitration. COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the PARTIES. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

SECTION NO. 14: VENUE STIPULATION

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

SECTION NO. 15: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 16: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 17: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 18: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 19: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 20: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 20: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

SECTION NO. 21: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 22: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

(1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;

(2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than $5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

(3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

(4) Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 23: SUPERSEDES

This Agreement Shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

a. **PURPOSE:** See Section No. 1

b. **DURATION:** See Section No. 2

c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. **RESPONSIBILITIES OF THE PARTIES:** See Provisions within Agreement.

e. **AGREEMENT TO BE FILED:** See Section No. 17.

f. **FINANCING:** See provisions within Agreement.

g. **TERMINATION:** See Section No. 2.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____

AL FRENCH, Chair

ATTEST:

_____

JOSH KERNS, Vice-Chair

_____

Ginna Vasquez

Clerk of the Board

_____

MARY L. KUNEY, Commissioner

CITY OF SPOKANE

DATED: _____

By: _____

Title: _____

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney / Assistant

EXHIBIT 1 – To be Updated Each Year this Agreement is in Effect per Section 3.7

Forensic Unit Cost Sharing Provisos:

- CITY does not share in the cost of the COUNTY's Digital Forensic Specialist Position.

Police Records Cost Sharing Provisos:

- CITY and COUNTY are each responsible for their own public records requests of police records. Provided that, in 2019, the COUNTY will pay the CITY for this service through April 30, 2019. The COUNTY will assume responsibility for their own public records requests of police records on May 1, 2019.

Property Evidence Room Cost Sharing Provisos:

- CITY and COUNTY agree that the "Vehicle, Tire and Flammable" storage area used primarily by the CITY for vehicle storage, has a de minimis cost impact, and will not be excluded as a cost specific to the CITY.

Explosive Disposal Cost Sharing Provisos:

- No provisos

Air Support Unit (ASU) Cost Sharing Provisos:

- CITY and COUNTY agree that the CITY's maximum contribution to the cost of the ASU services will be $25,000 for 2019.

Other Cost Sharing Provisos:

- No provisos

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/16/2020
		Clerk's File #	OPR 2020-0064
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	SPOKANE REGIONAL MENTAL HEALTH INTERLOCAL AGREEMENT		

Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and defense of defendants accepted into the joint City/County Mental Health Court. The Agreement sets forth the process for allocation of services funds between the City and County.

Summary (Background)

The City and County work cooperative to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City public defenders for City cases. The prosecution and defense positions are partially reimbursed by a non-general fund county-wide sale tax provision and this agreement defines the process for distribution these funds.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	**Study Session**	2/3/20
Division Director		**Other**	
Finance	DUFFEY, ANDREW	Distribution List	
Legal	DALTON, PAT	jbingham@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kknox@spokanecity.org, llok@spokanecity.org	
Additional Approvals		tstaab@spokanecity.org	
Purchasing		tkrzyminski@spokanecounty.org	
		lhaskell@spokanecounty.org	
		gvasquez@spokanecounty.org	

SPOKANE REGIONAL MENTAL HEALTH COURT INTERLOCAL AGREEMENT
(January 1, 2020 - December 31, 2029)

THIS AGREEMENT (the "Agreement") entered into by and among SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY,**" the SPOKANE COUNTY PROSECUTING ATTORNEY, an elected official of the County of Spokane, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR,**" and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter refeed to as "**PUBLIC DEFENDER**," hereinafter individually referred to a "PARTY" and collectively referred to as the "**PARTIES**."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners of Spokane County, Washington has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender. Additionally, pursuant to Article XVII of the CITY Charter, the CITY has established a Spokane Municipal Court (the "Municipal Court") having such jurisdiction and powers as set forth therein; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, county legislative authorities, without a vote of the electorate, have the authority to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected therefrom to be used solely for the purpose of providing operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. The terminology "program and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service. The Board of County Commissioners of Spokane County, Washington (the "Board" or the "Board of County Commissioners") placed before the electorate of Spokane County, Washington an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009. Subsequent thereto,

and based on the advisory ballot proposition results, the Board of County Commissioners adopted Ordinances *renewing* the one tenth of one-percent sales and tax authorized under RCW 82.14.460 (1) for an additional five (5) year time frame commencing at 12:01 a.m. on April 1, 2009, and terminating on midnight March 31, 2014, under Resolution No. 08-1071; (2) for an additional five (5) year time frame commencing 12:01 a.m. on April 1, 2009, and terminating on midnight March 31, 2014, under Resolution No. 08-1071; (3) for an additional five (5) years and nine (9) month time frame commencing 12:01 a.m. on April 1, 2014, and terminating on midnight December 31, 2019, under Resolution No. 13-0964; and (4) most recently for an additional ten (10) year time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029, under Resolution No. 19-1074; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, the COUNTY is desirous of making revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 19-1074, collected for the time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029, available to the CITY which the CITY will use to participate in the Spokane Regional Mental Health Court provided by the Spokane County District Court through actions/services of the CITY's Municipal Court, CITY'S Public Defender and CITY's Prosecutor under certain terms and conditions set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and the above recitals which are adopted by reference herein, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Spokane Regional Mental Health Court with moneys made available by the COUNTY from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, collected for the time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029.

SECTION NO. 2: TERM

This initial term of the Agreement shall be from January 1, 2020, through December 31, 2020.

The Agreement will automatically renew, after the initial term, for additional one (1) year terms, commencing on January 1st and running through December 31st of each subsequent calendar year, up to a maximum renewal ending December 31, 2029. Provided, however, any party for any reason whatsoever may terminate the Agreement by giving at least one hundred and twenty (120) days written Notice of Termination to the other PARTIES and all other signatories prior to the end of any term of its intent not to renew for a subsequent term. For example, if the CITY desires not to renew for calendar year 2021, it would have to notify the other PARTIES and other signatories prior to October 1, 2020. PROVIDED, further, in the event of such termination, the CITY, at the sole option

of the CITY PUBLIC DEFENDER, will continue to provide defense services for any individual who has been accepted into and remains in the Spokane Regional Mental Health Court and who the CITY represented on behalf of the CITY PUBLIC DEFENDER until that individual has completed the Spokane Regional Mental Health Court or been terminated by the Spokane Regional Mental Health Court. Provided, after the date of Notice of Termination the CITY PUBLIC DEFENDER is not obligated to provide defense services for any individual who has not been accepted into the Spokane Regional Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.19-1074. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 19-1074 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to provide funds to the CITY under the terms of this Agreement. The COUNTY shall give the CITY advance written notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 19-1074. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to the CITY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 19-1074 are less than those projected in any calendar year. Any such reduction will be allocated to the CITY in the same percentage as the reduction in revenues. For example, if revenues from the 1/10th of 1% sales and use tax collected under Spokane County Resolution No. 19-1074 are down three (3) percent in any calendar year the Agreement is in effect from the amount the COUNTY budgeted in that year, the CITY's funding for that calendar year will be reduced three (3) percent from the maximum amount granted under this Agreement for that calendar year. In such circumstance, the COUNTY agrees to give the CITY thirty (30) days advance written notice of any reduction in funding.

Ninety (90) days prior to the termination of this Agreement, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the COUNTY Public Defender back to the COUNTY Public Defender.

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

A. FUNCTIONS OF THE CITY WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

For the purpose of this Section, the functions to be performed by the CITY through the City Municipal Court, City Prosecutor, and City Public Defender with respect to the Spokane Regional Mental Health Court shall include the following:

1) City Municipal Court Presiding Judge:

- Receiving motions from the CITY for transfer of an existing Municipal Court case to the Spokane Regional Mental Health Court,

- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Spokane Regional Mental Health Court, and
- Executing the order of transfer from the Municipal Court to the Spokane Regional Mental Health Court.

2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Spokane Regional Mental Health Court,
- Prosecuting those individuals who are accepted into and remain in the Spokane Regional Mental Health Court, and
- Representing the interests only of the CITY in conjunction with the Spokane Regional Mental Health Court.

3) City Public Defender:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Spokane Regional Mental Health Court,
- Representing the interests of indigents which the CITY is required to represent in conjunction with the Spokane Regional Mental Health Court.

B. FUNCTIONS OF THE COUNTY PROSECUTOR WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Spokane Regional Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Spokane Regional Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Spokane Regional Mental Health Court proceedings.

C. FUNCTIONS OF THE COUNTY PUBLIC DEFENDER WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

1) Employ and house County Public Defender(s) and necessary staff to be assigned to the Spokane Regional Mental Health Court. The County Public Defender and necessary staff shall represent the interests of indigents which the County Public Defender is required to represent in conjunction with the Spokane Regional Mental Health Court.

2) Specially authorize, as provided by law, that Assistant Public Defender(s) hired by the CITY under the terms of this Agreement and assigned to the Spokane Regional Mental Health Court to represent the interests of indigents which the CITY is required to represent can also, if needed, represents the interests of indigents which the County

Public Defender is required to represent in conjunction with the Spokane Regional Mental Health Court to facilitate Spokane Regional Mental Health Court proceedings.

3) If the CITY and COUNTY are both representing a client in cases, the County Public Defender shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County Public Defender agree is in the best interests of the defendant.

D. FUNCTIONS OF THE COUNTY WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

1) Provide funding to the CITY to be determined as set forth in SECTION NO. 4 hereinafter, solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to support the functions of the CITY with respect to the Spokane Regional Mental Health Court as set forth in subsection A above.

2) Provide funding to the County Prosecutor and County Public Defender annually through a budgetary appropriation, solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to support their respective functions as set forth in subsections B and C above.

E. LIMITED RESOURCES / COOPERATION:

1) The PARTIES agree to work together in a cooperative manner for the success of the Spokane Regional Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a party to this Agreement.

2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys and other staff for the Spokane Regional Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.

3) The COUNTY agrees to share with the CITY any new or expanded programs affecting the scope of the Spokane Regional Mental Health Court and its current allocated resources/funds prior to implementation and afford the CITY an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The CITY shall not have to invoice the COUNTY for reimbursement under the terms of this Agreement, Instead, the COUNTY will calculate the CITY'S manual Maximum Reimbursement as provided for in the methodology set forth in Attachment "A", attached hereto and incorporated herein by reference, in January of each year this Agreement is in effect.

The COUNTY shall reimburse the CITY at the annual Cost Per Case as calculated in Attachment "A", on a quarterly basis, by the end of the month following each quarter, for the actual number of City Spokane Regional Mental Health Court Cases tracked by Spokane County District Court for that year. Currently these cases are tracked in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings". The annual amount reimbursed shall not exceed the Maximum Reimbursement amount calculated in Attachment "A" for the given calendar year.

SECTION NO. 5: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 6: MAINTENANCE OF RECORDS

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

SECTION NO. 7: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

SECTION NO. 9: LIABILITY

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S negligence or

breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY's officer or employee's negligence.

Each PARTY's duty to indemnify shall survive the termination or expiration of the Agreement. Each PARTY waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 10: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY or other signatories at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY: Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City Administrator or his/her authorized representative
City Hall, Seventh Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201-3303

Copies: City Public Defender
824 North Monroe Street
Spokane, Washington 99201

City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney
1100 West Mallon Avenue
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender
1033 West Gardner Avenue
Gardner Court Building
Spokane, Washington 99260

SECTION NO. 11: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance noted below:

(1) Workers' Compensation Insurance in compliance with Title 51 RCW, 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;

(2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than $10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

(3) 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; and

(4) Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds from the COUNTY until a Certificate of Insurance, meeting the requirements set forth herein has been

approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by the COUNTY or CITY respectively.

The COUNTY or CITY may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

SECTION NO. 12: NON-WAIVER

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

SECTION NO. 13: HEADINGS

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

SECTION NO. 15: MODIFICATION

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

SECTION NO. 16: ASSIGNMENT

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

SECTION NO. 17: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 18: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 19: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

SECTION NO. 20: VENUE STIPULATION

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

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 23: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of executing this Agreement.

SECTION NO. 24: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit any PARTIES authority or powers under law.

SECTION NO. 25: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Restated Agreement shall have or acquire any interest in the Restated Agreement, or

have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Restated Agreement.

SECTION NO. 26: CHAPTER 39.34 RCW REQUIRED CLAUSES

A. Purpose. See Section No. 1 above.

B. Duration. See Section No. 2 above.

C. Organization of Separate Entity and Its Powers. See Section No. 7 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. See Section No. 5 above.

F. Financing. See Section No. 4 above.

G. Termination. See Section No. 2 above.

H. Property upon Termination. See Section No. 8 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: _____

_____
AL FRENCH, Chair

ATTEST:

_____
JOHS KERNS, Vice Chair

_____
Ginna Vasquez
Clerk of the Board

_____
MARY L. KUNEY, Commissioner

DATED: _____

CITY OF SPOKANE:

Attest:

By: _____
City Administrator

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DATED: _____

SPOKANE COUNTY PROSECUTING ATTORNEY

By: _____

Its: _____
(Title)

DATED: _____

SPOKANE COUNTY PUBLIC DEFENDER

By: _____

Its: _____
(Title)

ATTACHMENT "A"

METHODOLOGY USED TO CALCULATE THE CITY'S ANNUAL MAXIMUM REIMBURSEMENT AMOUNT FOR SPOKANE REGIONAL MENTAL HEALTH COURT AND THE CITY'S ANNUAL COST PER CASE REIMBURSEMENT RATE FOR SPOKANE REGIONAL MENTAL HEALTH COURT

The following steps shall be under taken by the COUNTY, through the Department of Budget and Finance, to determine the CITY's annual cost per case reimbursement rate and annual maximum reimbursement amount for the Spokane Regional Mental Health Court services provided under this Agreement:

Step 1: In January of every year this Agreement is in effect, the Department of Budget and Finance will calculate the total amount of money allocated from the Mental Health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to the approved budgets of the SPOKANE COUNTY PROSECUTING ATTORNEY and SPOKANE COUNTY PUBLIC DEFENDER (**"Total Budgeted Amount"**). This Total Budgeted Amount is allocated when the Board of County Commissioners adopts a budget in December of each calendar year effective for the subsequent calendar year.

For example, as shown in the illustration to follow, in December 2018, the Board of County Commissioners adopted a 2019 budget for all County departments and all elected officials for calendar year 2019. The adopted 2019 budget identified and allocated to the SPOKANE COUNTY PROSECUTING ATTORNEY and SPOKANE COUNTY PUBLIC DEFENDER the amount of money each office would receive respectively from the Mental Health one-tenth of one percent sales and use tax for their responsibilities as set forth in this Agreement with respect to the Spokane Regional Mental Health Court, namely:

SPOKANE COUNTY PROSECUTING ATTORNEY-	$114,280
SPOKANE COUNTY PUBLIC DEFENDER-	$125,853
For a Total Budgeted Amount of:	$240,133

Step 2: The Department of Budget and Finance will take the Total Budgeted Amount calculated as provided for in (1) above and divide it by the number of County cases handled by the Spokane County Regional Mental Health Court for the year prior to determine the Cost Per Case. The number of County cases handled by the Spokane County Regional Mental Health Court shall be determined by using the number identified by the Spokane County District Court in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings" or that tool or software program used by the Spokane County District Court to determine the number of cases handled by the Spokane County Regional Mental Health Court.

For example, as shown in the illustration to follow the Department of Budget and Finance took the Total Budgeted Amount as calculated in (1) above for 2019, i.e. $240,133 and divided it by the number of County cases handled by the Spokane County Regional Mental Health

Court for 2018, i.e. 202. The resulting amount of $1,189 represents the 2019 cost per case cost for handling Spokane Regional Mental Health Court cases **("Cost Per Case").**

Step 3: The Department of Budget and Finance Office will take the Cost Per Case calculated under (2) above and multiply it by the number of City cases handled by the Spokane Regional Mental Health Court in the prior year. The total number of CITY cases handled by the Spokane County Regional Mental Health Court shall be determined by using the number identified by the Spokane County District Court in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings" or that tool or software program used by the Spokane County District Court to determine the number of cases handled by the Spokane County Regional Mental Health Court.

For example, as shown in the illustration to follow the Department of Budget and Finance Office took the Cost Per Case determined under (2), i.e. $1,189 and multiplied it by the number of City cases handled by the Spokane Regional Mental Health Court for 2018, i.e.101. The resulting amount of $120,067 represents the Maximum annual reimbursement amount for calendar year 2019 **("Maximum Reimbursement")**.

The PARTIES agree that in any calendar year the CITY shall not receive any reimbursement from the COUNTY for providing services under this Agreement is excess of the Maximum Reimbursement for that year.

The COUNTY will reimburse the CITY as provided for in Section No. 4 on a quarterly basis at the Cost Per Case as calculated above up to the **Maximum Reimbursement** as calculated above.

There will not be any annual adjust and settle in the event the CITY exceeds its annual Maximum Reimbursement amount.

(This space intentionally left blank.)

The following is an illustration of how the above methodology would have been applied in calendar 2019 with actual specific Total Budgeted Amounts, Cost Per Case, and Maximum Reimbursement. The methodology will be updated in January of each year this Agreement will be in effect.

Mental Health Sales Tax
Maximum City of Spokane Reimbursement
Spokane Regional Mental Health Therapeutic Court
2019 Budget Year

Step 1	**Spokane County Adopted 2019 Budget**		
	Spokane County Prosecuting Attorney SRMHC Budget	$	114,280
	Spokane County Public Defender SRMHC Budget		125,853
	Total Budgeted Amount:	$	240,133
Step 2	**Cost per Case**		
	Total # of 2018 County SRMHC Cases:		202
	Cost Per Case:	$	1,189
Step 3	**Maximum Reimbursement**		
	Total # of 2018 City SRMHC Cases:		101
	Maximum Reimbursement for 2019 City SRMHC Cases	**$**	**120,067**

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/15/2020
		Clerk's File #	OPR 2017-0197
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	MICHELLE 625-6320	**Project #**	
Contact E-Mail	MHUGHES@SPOKANEITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	5600 - CONTRACT RENEWAL ARMORED CAR SERVICE		

Agenda Wording

Contract with Loomis for Armored Car service expired 12/31/19 with an optin for three 1 year renewals. This is to finalize the 2nd 1 year renewal period with Loomis from 1/1/20 to 12/31/20.

Summary (Background)

•The City issued an informal RFP for armored car services in November of 2016 with Loomis US being the apparent successful bidder. •In June of 2017 the City amended the contract to include services to the Parks Department and the Solid Waste Department. The original contract was a minor contract and due to the increased costs of the amendment it now exceeds the minor contract limits. *Looking to rnew contract for 2nd renewal term 1/1/20 to 12/31/20

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 54,000	**#** various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	HUGHES, MICHELLE	**Study Session**	Finance Committee
Division Director	STOPHER, SALLY	**Other**	
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	DALTON, PAT	mhughes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	aduffey@spokanecity.org	
Additional Approvals		jahensley@spokanecity.org	
Purchasing			

Briefing Paper

Division & Department:	Finance
Subject:	Loomis Term Extension Agreement
Date:	1/15/20
Contact (email & phone):	Michelle Hughes mhuges@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	☒ Consent ☐ Discussion ☐ 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)	Finalize 1 year contract renewal period with Loomis

Background/History: Currently the City of Spokane's Loomis contract is expired.

- *The City issued an informal RFP for armored car services in November of 2016 with Loomis US being the apparent successful bidder.*
- *In June of 2017 the City amended the contract to include services to the Parks Department and the Solid Waste Department. The original contract was a minor contract and due to the increased costs of the amendment it now exceeds the minor contract limits.*
- *This is the 2nd of three allowed 1 year annual renewals and will be funded as follows:*

Department	***Estimated Cost***
My Spokane	*$ 7,500*
Parking	*5,000*
Parks Department	*20,000*
Muni Court	*10,000*
SW Disposal	*6,500*
Police Records	*5,000*
Total	*54,000*

Budget Impact:
Approved in current year budget? ☒ Yes ☐ No ☐ N/A was approved in 2018
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:

DocuSign Envelope ID: 219BD9A1-F53D-4761-B632-681CF00DAC3F

LOOMIS

TERM EXTENSION AMENDMENT

Effective December 26, 2019, the parties hereto agree that the following paragraphs shall serve to amend the Agreement, dated January 1, 2017, by and between Loomis Armored US, LLC ("LOOMIS") and the City of Spokane ("CUSTOMER") (the "Agreement").

The Agreement is hereby amended as follows:

1. The parties agree to extend the term of the Agreement for one (1) additional year, ending on December 31, 2020.

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

CUSTOMER

By David A. Condon
Printed Name DAVID A CONDON
Title Mayor
Date 12/30/19

LOOMIS

DocuSigned by:
By Dan Schulberg
3AEF754A591B4F8...
Printed Name Dan Schulberg
Title Branch Manager
Date 1/8/2020

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/3/2020
		Clerk's File #	OPR 2020-0065
		Renews #	
Submitting Dept	NEIGHBORHOOD & BUSINESS	**Cross Ref #**	
Contact Name/Phone	CARLY 6263	**Project #**	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	SPOKANE GORGE RESTORATION - SPOKANE CONSERVATION DISTRICT ILA		

Agenda Wording

This agreement provides post-planting care for the Spokane Gorge Restoration Dept. of Ecology grant project WQC-2020-Spokan-00149.

Summary (Background)

Under the original 2016 grant agreement, the City planted approximately 15 acres of trees and shrubbery at various locations below the Centennial Trail west of Kendall Yards. The project planting was performed over three phases from 2016-2019. This project improved water quality in the Spokane River by reducing sediments that carry nutrients and toxics into the river. Ecology has awarded the City a second two-year grant to ensure full establishment of plantings. SCD will perform the plant care.

Fiscal Impact	Grant related? YES Public Works? NO	**Budget Account**
Expense	**$** 23,790.24	**#** 4250-98817-99999-33431-86016
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	CORTRIGHT, CARLY	**Study Session**	PIES 1/27/20
Division Director	DUVALL, MEGAN	**Other**	
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	ccortright@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	lmartelle@spokanecity.org	
Additional Approvals		korlob@spokanecity.org	
Purchasing		dnorman@spokanecity.org	
GRANTS &	STOPHER, SALLY	Vicki Carter, SCD Director vicki-carter@sccd.org	

City of Spokane OPR # 2020-0065

Interlocal Agreement between the City of Spokane and the Spokane Conservation District Regarding Spokane River Gorge Restoration Post-planting Care

This INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, whose address is 808 Spokane Falls Boulevared, Spokane, Washington 99201, hereinafter referred to as "CITY," and the SPOKANE CONSERVATION DISTRICT, whose address is 210 North Havana Street, Spokane, Washington, 99201, hereinafter referred to as "DISTRICT," and jointly hereinafter referred to as the "Parties."

WHEREAS, DISTRICT would like to enter into an Interlocal Agreement authorized by Chapter 39.34 RCW (Interlocal Cooperation Act) with the CITY to provide seeding, weeding, mulching, and water irrigation service to the vegetation planted during the Spokane Gorge Restoration Department of Ecology Centennial Grant Project WQC-2020-Spokan-00149; and

WHEREAS, DISTRICT will provide a written maintenance plan to ensure adequate care to establishing plantings to assist with their full establishment during the period between November 1, 2019 and December 31, 2021. Now, therefore,

The parties agree to the following:

1. PURPOSE. The purpose of this Agreement is to set forth the parties' understanding of the terms and conditions under which the DISTRICT will provide seeding, weeding, mulching, and watering services to the CITY to assist with plant survival for the aforementioned time period and project.

2. PERFORMANCE. The DISTRICT shall perform post-planting care in accordance with the DISTRICT's maintenance plan as set forth in Schedule A attached hereto. The plan shall include maintenance of plants in the zone locations listed on the Spokane Gorge Restoration 2020-2021 maps as set forth in Schedule B attached hereto. Plantings located east of North Cedar Street have been determined to be established and are not included in the post-planting care plan for this grant. The plan will include use of equipment purchased with grant funds in addition to equipment owned by the DISTRICT. The plan will include labor being proposed, method of application to plants, and frequency of site visits to adequately deliver the water to the plantings to ensure a 70% survival rate as part of the original 2016 grant agreement to maintain healthy riparian zones and water quality. The DISTRICT shall work in conjunction with Geiger Corrections who will be assigned a portion of the weeding and mulching duties as additional workforce support for the project.

   Start of grant shall be November 1, 2019. Watering, weeding, seeding, and mulching frequency and quantity shall be adjusted as deemed appropriate by both parties due to weather conditions.

3. TERM. The term of this Agreement shall begin upon signatures by both parties and will remain in effect through December 31, 2021.

4. COMPENSATION. The City shall pay an hourly and mileage rate amount as noted below for maintenance services provided by the DISTRICT to successfully establish designated plantings. It is estimated that four, eight hour site visits will be required to complete application of water to each plant once per week. This frequency may be increased or decreased depending on the weather conditions and as agreed to by the CITY. Total cost shall not exceed TWENTY-THREE THOUSAND SEVEN HUNDRED NINTEY DOLLARS AND TWENTY-FOUR CENTS ($23,790.24) as full compensation for the services provided under this Agreement, to include application and acquisition of required permits and watering equipment as required. This is the maximum amount to be paid under this Agreement for the work described in Section 2 above and shall not be exceeded without the prior written authorization of CITY in the form of an executed amendment to this Agreement. Payment shall be as follows:
    - $19.50/hour per on-site laborer, to include office overhead;
    - $45.00/hour for project supervision, to include office overhead. Supervision estimated at two (2) hours per week;
    - In addition, the current Federal mileage reimbursement rate at time of service shall be paid for the water delivery equipment used on site.

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

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

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

DISTRICT shall be deemed to be an employee, agent, servant, or representative of CITY for any purpose.

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

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

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

    b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall provide that DISTRICT, its officers and employees are additional insureds but only with respect to CITY's services to be provided under this Agreement; and

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

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

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

As evidence of the insurance coverages required by this Agreement, the DISTRICT shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The DISTRICT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

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

CITY: My Spokane, Director
City of Spokane
Third Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

DISTRICT: Administrator
210 North Havana Street
Spokane, Washington 99201

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

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

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

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

15. GRANT REQUIREMENTS. The parties shall both comply with all applicable requirements of the DEPARTMENT OF ECOLOGY Centennial Grant WQC-2020-Spokan-00149 for this project.

16. MISCELLANEOUS.

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

B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the parties unless the change or addition is in writing, executed by the parties.

C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

F. SEVERABILITY. If any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term, or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term, or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

G. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors, and assigns. No party may assign, in whole or in part, its interest in this Agreement without the approval of the other party.

17. RCW 39.34 REQUIRED CLAUSES.

A. PURPOSE. See Section No. 1 above.

B. DURATION. See Section No. 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES. See provisions above.

E. AGREEMENT TO BE FILED. CITY shall file this Agreement with its City Clerk and place it on its website or other electronically retrievable public source. DISTRICT shall file this Agreement with the Spokane County Auditor or place it on its website or other electronically retrievable public source.

F. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

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

SPOKANE CONSERVATION DISTRICT	**CITY OF SPOKANE**
By _____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:

City Clerk

Assistant City Attorney

SCHEDULE A

Spokane Gorge Restoration
2020-2021 Department of Ecology Centennial Grant WQC-2020-Spokan-00149
Spokane Conservation District Plant Maintenance Plan

Grant Timeline: November 1, 2019 – December 31, 2021

Maintenance of Phase 1, 2, and 3 plantings in zones located west of North Cedar Street, Spokane, WA 99201

Description of equipment to be used

Half-ton pickup truck, fire hose, fire hydrant valve, fire hydrant wrench, water pumps, car battery, approximately 200-feet of garden hose (x2).

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

Employee A: Approximately April 1 - October 31

Be on site to water all plants and manage the watering as needed (expecting one time per week unless plants are showing signs of stress). Additionally, Employee A will be responsible for quarterly reporting of current plant count of viable plants, general plant health, and observed factors that may threaten plant health. Employee A will weed and mulch in the Weed Management Zone as needed to assist the Geiger Work Crew. Employee A will seed as needed.

Employee B: Approximately June 1 – September 1

Assist Employee A in observations and maintenance as needed, especially during months with higher temperatures.

Areas to be watered per each day on site

Plants located in Phase 1, 2, and 3 as shown on the Spokane Gorge Restoration 2020-2021 Department of Ecology Centennial Grant WQC-2020-Spokan-00149 Watering Zone map.

Working in cooperation with Geiger Work Crew

Geiger will provide weeding and mulching in the Weed Management Zone. Conservation District employees will assist as necessary and as time and funding allows.

Safety measures

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

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

Employees will be expected to note weather conditions, time spent watering, number of fill-ups at hydrant, and monitor plant conditions. Spokane Conservation District reports will be made available to the City.

SCHEDULE B

Spokane Gorge Restoration
2020-2021 Department of Ecology Centennial Grant WQC-2020-Spokan-00149
Over-seed Zone

Over Seed Zone. Seed with native seed mix.

Spokane Gorge Restoration
2020-2021 Department of Ecology Centennial Grant WQC-2020-Spokan-00149
Watering Zones

Watering Zones. Each plant watered one time per week unless showing signs of stress

Spokane Gorge Restoration
2020-2021 Department of Ecology Centennial Grant WQC-2020-Spokan-00149
Weed-management Zone

Weed Managment Zone (Remove Rush Skeleton Weed, Mulch)

Washington State Department of Revenue

Services Business Lookup SPOKANE COUNTY CONSERVATION DISTRICT

License Information: New search Back to results

Entity name:	SPOKANE COUNTY AUDITOR
Business name:	SPOKANE COUNTY CONSERVATION DISTRICT
Entity type:	Municipality
UBI #:	328-040-473
Business ID:	001
Location ID:	0003
Location:	Active
Location and Mailing address:	222 N HAVANA ST SPOKANE WA 99202

Excise tax and reseller permit status: Click here

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

Governing people	Title
SPOKANE COUNTY AUDITOR	Officer

Registered Trade Names

Registered trade names	Status		First issued
SPOKANE COUNTY	Active		Aug-19-2019

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/13/2020 3:43:56 PM

Working together to fund Washington's future

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:
Spokane Conservation District
210 N Havana
Spokane, WA 99202

MEMORANDUM#: 2020-00-128

EFFECTIVE: September 1, 2019 through August 31, 2020
This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:
City of Spokane
Third Floor, City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	**$1,000,000**	**$2,000,000**
Professional Liability	$1,000,000	$2,000,000
Personal Liability	$1,000,000	$2,000,000
Products – Complete Operation	$1,000,000	$2,000,000
AUTO LIABILITY	**$1,000,000**	**$2,000,000**
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	$1,000,000	$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	**N/A**	**N/A**
Per Occurrence Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: EMPLOYER'S LIABILITY (STOP GAP)	**$1,000,000**	**$1,000,000**

CANCELLATION:
Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party

Reference: Interlocal Agreement, Spokane River Gorge Restoration Post-Planting Care

Authorized Representative
January 7, 2020

enduris WASHINGTON

Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a "member contract" and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district's indemnity obligation should also be covered.

Enduris Washington's memorandum of coverage (MOC) contains the definition of a "member contract" as follows:

SECTION IV – DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

   Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/8/2020
		Clerk's File #	OPR 2020-0066
		Renews #	
Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	GAVIN COOLEY X6585	**Project #**	
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	INTERLOCAL AGREEMENT W/ SPOKANE COUNTY ANIMAL CONTROL SERVICES		

Agenda Wording

An Interlocal Agreement for Animal Control Services with Spokane County for Services in the City of Spokane for 2019 - 2025.

Summary (Background)

This is a restated Interlocal Agreement for Animal Control Services with Spokane County for Services in the City of Spokane that includes a one time deficiency payment.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 670,451.00	**#** 0020-88400-18900-54201
Expense	**$** 89,431.00	**#** 0020-88400-18900-54201
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	HUGHES, MICHELLE	**Other**	Finance Committee 1/27
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

RESTATED INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF SPOKANE
January 1, 2019-December 31, 2025

THIS RESTATED INTERLOCAL AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the **City of Spokane**, **a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The COUNTY and CITY agree as follows.**

SECTION NO. 1: RECITALS AND FINDINGS

(a) The Board of County Commissioners of Spokane County has the care of County property and the management of COUNTY funds and business under RCW 36.32.120(6).

(b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).

(c) Pursuant to the provisions of 36.32.120(6), chapter 16.08 RCW and RCW 36.32.120(7), Spokane County, through its Board of County Commissioners, may enact ordinances dealing with animal control within the unincorporated area of Spokane County.

(d) City of Spokane may enact ordinances dealing with animal control within its boundaries.

(e) Spokane County owns a facility located at 6815 East Trent Avenue, Spokane Valley, Washington 99212 ("Regional Animal Control Facility") from which Spokane County provides certain animal control services to itself and other public entities. Spokane County under Resolution No. 13-0087 and the City of Spokane under Document No. OPR 2013-0030 entered into an agreement wherein Spokane County agreed to provide certain animal control services to the City of Spokane for a term of twenty (20) years under certain terms and conditions ("Interlocal Agreement for Animal Control Services in the City of Spokane").

(f) Spokane County and the City of Spokane desire to terminate the Interlocal Agreement for Animal Control Services in the City of Spokane effective December 31, 2018, and execute a new agreement for a seven (7) year time frame from January 1, 2019 through December 31, 2025, which more accurately recognizes and allocates to the City of Spokane a share of the operating costs of the Regional Animal Control Facility based on the operational experience of Spokane County from January 1,

2014, through December 31, 2018 as well as more accurately sets forth the animal control services which Spokane County will provide to the City of Spokane.

SECTION NO. 2: DEFINITIONS

(a) Restated Agreement: "Restated Agreement" means this Restated Interlocal Agreement for Animal Control Services in the City of Spokane (January 1, 2019-December 31, 2025) between the CITY and COUNTY regarding animal control services.

(b) City: "CITY" means the City of Spokane.

(c) County: "COUNTY" means Spokane County.

(d) Services: "Services" means those services identified in Attachment "1" attached hereto and incorporated herein by reference. The PARTIES agree that the COUNTY though the Spokane County Regional Animal Protection Service Department Director will have the sole authority to determine the level of services provided in Attachment "1" to the CITY during the initial term of the Restated Agreement based upon revenues received from providing Services to the CITY and other public entities as well as donations and grants. It is the PARTIES goal that revenues from all sources shall equal expenditures for providing Services to the CITY and other public entities on an annual basis.

(e) Annual Fee: "Annual Fee" means that annual amount of money which the CITY will pay the COUNTY to provide Services. The annual fee is further addressed in Section No. 5.

(f) Uncontrollable Circumstances: "Uncontrollable Circumstances" means the following events: strikes, riots, wars, civil disturbances, insurrections, acts of terrorism, fires and floods, weather conditions, volcanic eruptions, lightning or earthquakes or other acts of God at or near where the Services are performed and/or that directly affect providing of such Services.

(g) Regional Animal Control Facility: "Regional Animal Control Facility" means that entire property owned by the COUNTY located at 6815 East Trent Avenue, Spokane Valley, Washington 99212 from which the COUNTY will provide Services.

SECTION NO. 3: PURPOSE

The purpose of this Restated Agreement is to reduce to writing the PARTIES' understandings as to the terms and conditions under which the COUNTY will provide Services on behalf of the CITY.

SECTION NO. 4: DURATION/WITHDRAWAL

This Restated Agreement shall commence on January 1, 2019, and run for a term of seven (7) years terminating on December 31, 2025. This seven (7) year time frame shall be referred to as the "Initial Term". At the conclusion of the Initial Term, this Restated Agreement may be renewed upon mutual agreement of the PARTIES.

This Restated Agreement may not be terminated during the Initial Term except upon mutual agreement of the PARTIES.

Upon termination, the CITY will have the right to purchase any vehicles and/or equipment used to provide Services which the COUNTY determines are surplus to it needs. The price shall be mutually agreed upon by the PARTIES.

SECTION NO. 5: COST OF SERVICES AND BILLINGS/PAYMENTS

A. Cost of Services

The CITY shall pay the COUNTY an annual fee for Services provided under this Restated Agreement. The annual fee for Services contemplates Services commencing as of January 1st of each year and running through December 31st of each year.

The annual fee for calendar year 2020 will be Six Hundred Seventy Thousand, Four Hundred and Fifty One Dollars ($670,451.00).

For each subsequent year of the Initial Term, the annual fee shall be increased by an amount equal to three (3) percent of the previous year's annual fee.

B. Prior Deficient Payment

In addition to the annual fee, the parties agree that the CITY shall pay the COUNTY a one-time payment in the amount of **EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY ONE DOLLARS ($89,431.00)** for prior deficient payments from January 1, 2014 through December 31, 2019 as set forth in invoices previously provided to the CITY. This one-time payment resolves all claims for deficient payments for animal control services by the County to the City for the time period set forth above.

C. Billing / Payments

The COUNTY shall advise the CITY in writing of its annual fee for Services on or before the first Monday of December for the subsequent calendar year.

There shall be no annual settle and adjust reconciliation with regard to any Services provided under this Restated Agreement.

The COUNTY will bill the CITY for the annual fee in twelve equal payments, each due by the fifth of each month of the calendar year. The COUNTY will bill the CITY by the 15th of the month immediately preceding the month when the payment is due.

The COUNTY, at its sole option, may charge interest on any late payments calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool.

D. Establishment of Regional Animal Control Advisory Board

There shall be established a Regional Animal Control Advisory Board ("Advisory Board") for the term of the Restated Agreement. The Advisory Board shall consist of seven (7) members, two (2) representatives to be appointed by the CITY, two (2) representatives to be appointed by the COUNTY, and two (2) representatives to be appointed by the City of Spokane Valley, if the City of Spokane Valley executes an agreement similar to this Restated Agreement, and a seventh representative to be jointly appointed by the mayors of cities/towns that contract for animal control services from the COUNTY. If the City of Spokane Valley does not execute an agreement similar to this Restated Agreement, then the fifth (5) representative will be jointly appointed by the mayors of cities/towns that contract for animal control services from the COUNTY. A majority of the Advisory Board shall constitute a quorum for the transaction of any business so long as both the COUNTY and the CITY and the City of Spokane Valley, if they execute an agreement similar to this Restated Agreement, are represented in the matter. The number of members may be modified by recommendation of the Advisory Board and agreed to by the PARTIES or if the City of Spokane Valley has executed an agreement similar to this Restated Agreement, by the PARTIES and City of Spokane Valley.

The Advisory Board shall meet at the call of the Spokane County Regional Animal Protection Service Director. The Spokane County Regional Animal Protection Service Director or his/her designee shall attend all Advisory Board meetings as a non-voting member.

The Advisory Board shall provide advice and recommendation(s) on any matters referred to them by either the Board of County Commissioners, Spokane County Regional Animal Protection Service Director, or as provided for in Attachment "1".

SECTION NO. 6: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES

The COUNTY or its designee agrees to attend staff meetings as requested by the CITY.

The COUNTY or its designee agrees to meet upon request by the CITY or its designee to discuss any Service provided under the terms of this Restated Agreement.

The CITY agrees the COUNTY may use the COUNTY's stationery in conjunction with providing Services under the terms of this Restated Agreement.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: Mayor or his/her authorized designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: RECORDS REVIEW

The CITY shall be allowed to conduct random reviews of the records generated by the COUNTY in performance of this Restated Agreement. The CITY will provide the COUNTY with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.

SECTION NO. 9: COUNTERPARTS

This Restated Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 10: ASSIGNMENT

No party may assign in whole or part its interest in this Restated Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for any veterinary, licensing, euthanasia or cremation services.

SECTION NO. 11: COUNTY EMPLOYEES

The COUNTY shall hire, assign, retain and discipline all employees performing Services under this Restated Agreement according to applicable collective bargaining agreements and applicable state and federal laws.

The COUNTY agrees to meet and confer with the CITY with respect to staff that is assigned to provide Services. Issues of discipline or performance will be specifically handled according to COUNTY policies.

SECTION NO. 12: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Restated Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Restated Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party's duty to indemnify shall survive the termination or expiration of the Restated Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Restated Agreement. The PARTIES have specifically negotiated this provision.

_____	_____
COUNTY initials	CITY initials

SECTION NO. 13: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Restated Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the COUNTY. Any and all employees who provide Services to the CITY under this Restated Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Restated Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 14: MODIFICATION

This Restated Agreement may be modified in writing by mutual written agreement of the PARTIES.

SECTION NO. 15: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with providing the Services under this Restated Agreement shall remain with the COUNTY unless otherwise specifically and mutually agreed to by the PARTIES.

SECTION NO. 16: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Restated Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Restated Agreement. No changes or additions to this Restated Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Restated Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 17: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW, shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 18: VENUE STIPULATION

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

SECTION NO. 19: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Restated Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Restated Agreement. If it should appear that any part, term or provision of this Restated Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Restated Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 20: RECORDS

All public records prepared, owned, used or retained by the COUNTY in conjunction with providing Services under the terms of this Restated Agreement shall be deemed CITY property and shall be made available to the CITY upon request by the CITY subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

SECTION NO. 21: HEADING

The section headings appearing in this Restated Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 22: TIME OF ESSENCE OF RESTATED AGREEMENT

Time is of the essence of this Restated Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Restated Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 23: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Restated Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Restated Agreement.

A delay or interruption in or failure of performance of all or any part of this Restated Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Restated Agreement legally impossible, and any other circumstances beyond the control of the COUNTY which render legally impossible the performance by the COUNTY of its obligations under this Restated Agreement, shall be deemed not a default under this Restated Agreement.

SECTION NO. 24: FILING

The CITY shall file this Restated Agreement with its City Clerk or alternatively place the Restated Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Restated Agreement with the County Auditor, or, alternatively, place the Restated Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 25: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Restated Agreement.

SECTION NO. 26: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Restated Agreement.

SECTION NO. 27: DISCLAIMER

Except as otherwise provided, this Restated Agreement shall not be construed in any manner that would limit either party's authority or powers under law.

SECTION NO. 28: ANTI-KICKBACK

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

SECTION NO. 29: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Restated Agreement because of age, sex (including pregnancy), race, color, religion, creed, marital status, familial status, sexual orientation, gender identity (including transgender status), national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, or any other basis prohibited by law.

SECTION NO. 30: NO THIRD-PARTY BENEFICIARIES

Nothing in this Restated Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 31: ANNUAL REPORT

The SCRAPS Director shall prepare annual report. The annual report shall include, among other matters, performance measurements/indicators.

Performance measurements/indicators will include:

- Statistics regarding annual number of pet licenses sold/issued
- Annual live release rate – animals returned to owner, adopted and/or transferred to other facilities/rescue groups
- Where applicable, industry statistics for the same measures will also be listed for the above two (2) bullets

SECTION NO. 32: INSURANCE

During the term of the Restated Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Restated Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Restated Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Restated Agreement. The coverage must remain in effect for two years after the Restated Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Restated Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Restated Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 33: RCW 39.34 REQUIRED CLAUSES

A. **PURPOSE:** See Section No. 3 above.

B. **DURATION:** See Section No. 4 above.

C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Restated Agreement.

D. **RESPONSIBILITIES OF THE PARTIES**: See provisions above.

E. **RESTATED AGREEMENT TO BE FILED**: See Section No. 24.

F. **FINANCING**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **TERMINATION:** See Section No. 4 above.

H. **PROPERTY UPON TERMINATION**: See Section No. 15 above.

<u>SECTION NO. 34</u>: TERMINATION OF INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF SPOKANE

Spokane County under Resolution No. 13-0087 and the City of Spokane under OPR 2013-0030 executed a document entitled "Interlocal Agreement for Animal Control Services in the City of Spokane". That document provides that it may be terminated during its initial twenty (20) year term by mutual agreement of the City of Spokane and Spokane County. The PARTIES intend that execution of this Restated Agreement shall constitute mutual termination of the document entitled "Interlocal Agreement for Animal Control Services in the City of Spokane" executed by Spokane County under Resolution No. 13-0087 and the City of Spokane under OPR 2013-0030, effective as of midnight December 31, 2018, with the Restated Agreement being effective as of 12:01 a.m. on January 1, 2019.

IN WITNESS WHEREOF, the PARTIES have caused this Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
AL FRENCH, Chair

ATTEST

_____
JOSH KERNS, Vice-Chairman

_____
Ginna Vasquez, Clerk of the Board

_____
MARY KUNEY, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

_____
City Clerk

Approved as to form:

_____

Assistant City Attorney

ATTACHMENT "1"

The COUNTY through the Spokane County Regional Animal Protection Service ("SCRAPS") will provide Animal Protection Services to the CITY within the CITY's boundaries. The CITY agrees to specially commission any SCRAPS staff necessary for the provision of such Services so long as such staff meets the requirement(s) necessary for such commission.

For the purpose of this Restated Agreement, Animal Protection Services shall include:

ITEM 1: Enforcement of the CITY'S Animal Control Ordinance presently in effect and/or as hereafter amended by the CITY consistent with this Restated Agreement;
ITEM 2: Enforcement of chapter 16.08 RCW (Dogs);
ITEM 3: Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals); and
ITEM 4: Enforcement of chapter 16.54 RCW (Abandoned Animals).

Animal Protection Services also includes: (1) Protection and Enforcement Services, (2) Shelter Services, (3) Special Program Services, (4) Animal Control Ordinance / Licenses / Fees / Penalties Services, (5) Veterinary Services, (6) Citizen Complaint Services, (7) Citizen Complaint Reporting Services, (8) Activity Specific Reporting Services, and (9) Miscellaneous Services.

(1) PROTECTION AND ENFORCEMENT SERVICES

Protection and enforcement services provided during normal hours of operation, as determined by the COUNTY after consultation with the Advisory Board include responses to the following high priority and low priority requests for service:

High Priority requests for service are those that may pose an emergent danger to the community and/or require response by a commissioned Animal Protection Officer and include the following requests:

- Abandoned animal
- Animal at large investigation
- Animal cruelty
- Barking investigation
- Bite to humans or other animals
- Check on conditions
- Code violation
- Compliance check
- Emphasis patrol
- Exotic inspection
- Follow-up
- Failure to report a hit-by-car animal
- Illegal kennel

- Illegal tethering
- Information visit
- Kennel inspection
- Law enforcement or fire department assist
- Non-compliance check
- Prohibited sale
- Re-check
- Threat
- Unsafe confinement

Low Priority requests for service are those that do not pose an emergent danger to the community and/or may be attended to by an Animal Service Representative (via phone) or a non-commissioned Animal Protection Assistant and include the following requests:

- Animal at large letter or officer contact
- Barking officer contact
- Barking letter
- Community cat field release
- Confined animal
- Dead on arrival animal
- Documentation pickup/delivery
- Dog park patrol
- Injured animal
- Owner release
- Patrol for aggressive dog
- Trap pickup
- Sick animal
- Stray, unconfined animal

Protection and enforcement services provided after normal hours of operation, referred to as Emergency Services, include the following requests for services *depending on individual circumstance/severity*:

- Abandoned animal
- Animal bite
- Animal cruelty
- Check on conditions
- Confined unsafe
- Dog at large threats (if dog still at large)
- Illegal tethering

- Injured animal
- Law enforcement or fire department assist
- Patrol for aggressive dog
- Sick animal

(2) SHELTER SERVICES

Shelter services involve caring for and placing Spokane County's homeless, displaced, lost, abused, and/or neglected dogs, cats, and other domesticated animals. Public Shelter hours of operation will be determined by the COUNTY after consultation with the Advisory Board. These services include:

- Post-impound animal care includes foster placement and/or in-shelter housing, daily feeding and cleaning, behavior/personality assessment, enrichment, and necessary veterinary care.
- Animal placement includes reunification with owners (redemptions), adoption into new homes, and transfer to partner animal rescue organizations.
- Animals deemed "dangerous" pursuant to Spokane County Code are quarantined and held pending a law enforcement (animal protection) determination.
- Operating policies, codes, public fee structures, and partnerships are aimed at reducing the number of animals impounded and minimizing their lengths of stay, while working to secure life-affirming outcomes for them whenever possible and appropriate. Efforts to reduce the number of animals impounded include the acceptance of owner surrendered animals only in exigent circumstances or when shelter capacity is high, the maintenance of a pet food bank for animal owners, and the undertaking of a trap-neuter-return program that facilitates the sterilization and vaccination of community cats.
- Operations include the maintenance of a crematorium to properly dispose of deceased animals.
- The County will maintain a pet license program to comply with County Code.

(3) SPECIAL PROGRAMS SERVICES

Special programs services include the facilitation of the shelter's volunteer and community outreach programs.

(4) ANIMAL CONTROL ORDINANCE / LICENSES/ FEES / PENALTIES SERVICES

In conjunction with the enforcement of the CITY'S Animal Control Ordinance, the CITY shall adopt and keep current by appropriate legislative action an Animal Control Ordinance substantially identical to that adopted by the COUNTY as it presently exists or as it may hereinafter be modified/amended, to include all licenses/fees/penalties. This responsibility shall not be deemed a restriction upon the CITY's legislative power. The CITY may enact ordinances dealing with animal control within its boundaries. Provided, further, the CITY may add a surcharge to its license fee ("City License Fee Surcharge").

All revenues realized from licenses/fees/penalties collected (not including City License Fee Surcharge) shall be retained by SCRAPS and applied to the cost of providing Services. Any such City License Fee Surcharge shall **not** be retained by SCRAPS. The COUNTY shall remit to the CITY all such City License Fee Surcharges collected under the terms of this Restated Agreement semiannually on or before July 31st for the time frame from January 1st through June 30th of each calendar year this Restated Agreement is in effect and January 31st for the time frame from July 1st through December 31st of each calendar year this Restated Agreement is in effect.

The COUNTY shall provide the CITY with a copy of its Animal Control Ordinance presently codified in Chapter 5.04 of the Spokane County Code and all subsequent modifications/amendments thereto. The CITY shall provide the COUNTY with copies of its adopted/amended Animal Control Ordinance substantially identical to Chapter 5.04 of the Spokane County Code.

The CITY shall provide legal counsel to prosecute any citations/complaints issued by the COUNTY in providing Services in any court of lawful jurisdiction except if the enforcement constitutes a felony.

The COUNTY may conduct surveys within the CITY for unlicensed dogs and cats.

In performing Services, the COUNTY will provide all necessary personnel, vehicles, and materials.

(5) VETERINARY SERVICES

Veterinary services include the undertaking of routine wellness exams and the administration of vaccinations upon impound, the treatment of common causes of illness, the performance of sterilization surgeries, and the surgical correction of common ailments. Veterinary services may also involve the procurement of third-party emergency care, as deemed necessary.

(6) Citizen Complaint Reporting

Spokane County will provide CITY and any other Contracting Party with a monthly report listing any complaints received within the CITY by SCRAPS staff for the preceding month, and, for each complaint, the associated listing shall include:

- The nature of the complaint.
- The location of the associated incident.

Citizen Complaint Process

- Written complaints may be submitted via mail, email, or the online complaint form available on the SCRAPS website. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by the SCRAPS staff member receiving the complaint.
- All complaints shall be handled by SCRAPS Management within five (5) business days *unless* the complaint is related to an ongoing/active investigation.
- Unresolved complaints shall be referred to the Board of County Commissioners and resolved within ten (10) business days of receipt. Spokane County will notify the

appropriate Contracting Party's representative in writing of the Board of County Commissioners' decision.

(7) ACTIVITY SPECIFIC REPORTING SERVICES

Activity-specific statistics will be shared with CITY monthly and will include the following:

- The number of requests for service by type.
- The number of impounded animals.
- The number of community cats trapped, sterilized, vaccinated, and returned to the field.
- The number of emergency requests for service.

(8) MISCELANEOUS SERVICES

The COUNTY will provide additional Services above and beyond those set forth herein to the CITY at costs negotiated between the CITY and the COUNTY.

Services provided by the COUNTY under the terms of this Restated Agreement, absent subsequent negotiation and agreement, shall not include:

- Holding licensed/identified dogs/cats for a period of more than five (5) business days. Provided, at sole discretion of the COUNTY, holding periods may be extended.
- Holding unlicensed/unidentified dogs/cats for a period of more than seventy-two (72) hours. Provided, at sole discretion of the COUNTY, holding periods may be extended.
- Picking up dead wildlife or livestock on CITY streets, roads or alleys.
- Providing emergency service for dead animals at any time or for dead dogs/cats after normal hours of operation.
- Providing Hearing Examiner services.
- Providing humane traps to the public.
- Responding to calls pertaining to wildlife and/or holding any wildlife.

COUNTY will use the following Service Goals in providing the above Services:

- The provision of high priority and emergency protection and enforcement services as immediately as possible if a person's and/or animal's safety and/or health is at immediate risk or, in the absence of such immediate risk and whenever possible, within 24 hours of the request's submission.
- The provision of Low Priority protection and enforcement services within 48 hours of the request's submission whenever possible.
- The return of licensed or otherwise identified animals impounded in the field by Animal Protection Officers to their homes whenever possible or, in the absence of this possibility,

the notification of the identified owner by phone and mail within 24 hours of the animal's impound.

- The operation of a 24-hour emergency phone line to allow for immediate response to requests for emergency protection and enforcement services.
- The examination, scanning (for a microchip), and vaccination of all impounded animals whose disposition will allows for such action(s).
- The provision of appropriate routine, veterinary, and other care to impounded animals and the securing of life-affirming outcomes for impounded animals whenever possible and appropriate.
- The offering of convenient online avenues for the submission of requests for protection and enforcement services and pet licensing procurement.

COUNTY will recognize the following performance measures in providing the following specific services:

Protection and Enforcement Services:

- Volume of and response time to high priority calls.
- Volume of and response time to low priority calls.

Shelter Services:

- Save and live release rates for impounded animals.
- Number of community cats sterilized, vaccinated, and returned to field.

COUNTY will use the following standards in providing the applicable service(s):

- The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters (identifying standards of care for and acceptable/desirable/ unacceptable/undesirable practices in animal shelters).
- Koret Shelter Medicine Program at UC Davis, University of Wisconsin-Madison Shelter Medicine Program (identifying standards and providing guidelines for the provision of efficient and progressive veterinary care in animal shelters).
- National Animal Control Association (setting standards for animal control and animal protection officer training).

Any CITY concern regarding the provision of services under this Restated Agreement may be forwarded to the Advisory Board for consideration at their next scheduled meeting. Failure to resolve the concern by the Advisory Board shall result in the concern being immediately forwarded to the Board of County Commissioners for resolution. If the CITY is not satisfied by the decision of the Board of County Commissioners, it may seek resolution pursuant to SECTION No. 17.

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/14/2020
		Clerk's File #	OPR 2020-0067
		Renews #	
Submitting Dept	ASSET MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	DAVID STEELE X6064	**Project #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	**Bid #**	PW ITB 5181-19
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	5900 SECURITY CAMERA INSTALLATION AND MAINTENANCE		

Agenda Wording

The City has established a master contract for the purchase of security cameras, both for replacement equipment as well as new when needed.

Summary (Background)

The existing equipment contract does not include the cost of installation. This second contract is a result of an open bidding process and resulted in two bidders. It's the finalization of a citywide master security camera installation contract, and it is a proposed contract with Camtek, Inc., (Spokane, WA).

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Expense	**$** $350,000.00	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	STEELE, DAVID	**Study Session**	
Division Director	STOPHER, SALLY	**Other**	Urban Committee 1-13-
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT	dsteele@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbustos@spokanecity.org	
Additional Approvals		aduffey@spokanecity.org	
Purchasing	STOPHER, SALLY	laga@spokanecity.org	
		ablain@spokanecity.org	
		lorie@camtekinc.com	
		dustin@camtekinc.com	

City Clerk's No. _____

City of Spokane

MASTER CONTRACT

Title: SECURITY CAMERA INSTALLATION AND MAINTENANCE

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAMTEK, INC**., whose address is 3815 East Everett Avenue, Spokane, Washington 99217, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.
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 SECURITY CAMERA INSTALLATION AND MAINTENANCE, selected via PW ITB 5181-19**.**

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 Asset Management 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 December 31, 2021, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods not to exceed four (4) years.

4. TERMINATION.
Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($350,000.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written

authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. 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.

6. 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.

7. 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.

8. 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.

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 performance bond and a payment 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. During the period of the Contract, the Contractor 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with 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 Contract; 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; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. 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.

19. 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.

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

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

CAMTEK, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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 Bond
Performance Bond
Certification Regarding Debarment

PAYMENT BOND

We, **CAMTEK, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($350,000.00)**, including sales tax if applicable, 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 **SECURITY CAMERA INSTALLATION AND MAINTENANCE**. If the principal shall:

A. 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; and

B. comply with all applicable federal, state and local laws and regulations;

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 their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

CAMTEK, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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

PERFORMANCE BOND

We, **CAMTEK, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($350,000.00)**, including sales tax if applicable, 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 the work and furnish all materials for the **SECURITY CAMERA INSTALLATION AND MAINTENANCE**. 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 applicable federal, state and local laws and regulations;

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, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

CAMTEK, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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 mentioned in this document.

DATED on _____.

_____
Signature of Notary

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.

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

CAMTINC-01 MRUDNEVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2019

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
Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

CONTACT NAME: Michelle K. DeMoss, AINS, CLCS, CRIS
PHONE (A/C, No, Ext): (509) 343-9239 FAX (A/C, No): (509) 325-1803
E-MAIL ADDRESS: Michelle.DeMoss@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : Employers Mutual Casualty Company	21415
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Camtek, Inc.
P.O. Box 6520
Spokane, WA 99217-0908

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GLO585050	10/5/2019	10/5/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6X11186	10/5/2019	10/5/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMS0028320	10/5/2019	10/5/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GLO585050	10/5/2019	10/5/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Equipment Floater			6X11186	10/5/2019	10/5/2020	Rented/Leased Equip	250,000
A	Professional Liab			GLO585050	10/5/2019	10/5/2020	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane Additional Insured with respect to General Liability for the Ongoing Operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Bid Response Summary

Bid Number	PW ITB 5181-19
Bid Title	Security Camera Installation & Maintenance
Due Date	Monday, November 25, 2019 3:38:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	lorie@camtekinc.com
Submitted By	lorie@camtekinc.com lorie@camtekinc.com - Monday, November 25, 2019 10:15:15 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments	

Question Responses

Reference Number	Question	Response
CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	YES
QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	YES
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates and most favorable service response time. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will be through the end of 2021.	YES
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for up to two (2) one-year options with the total contract period not to exceed four (4) years .	Yes
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	YES
GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Yes
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	YES
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	YES
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	YES
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO ($0.00) for each and every day the Work remains uncompleted.	YES

CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Lorie Stephenson lorie@camtekinc.com 509-993-4444 cell 509-443-2609
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	Camtek Galaxy and OnSSI Certifications.pdf
A.	The work under this contract is classified as routine maintenance under state law.	YES
1.	A payment/performance bond is NOT required	YES
2.	Statutory retainage is NOT required	YES
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	YES
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	YES
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	YES
D.	Statement of Intent	Yes

1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	YES
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars ($20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	YES
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Yes
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	YES
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	YES

Scope of Work	Must be able to supply, install, maintain, and support the following security camera, video management software, and access control system manufacturers: MANUFACTURER SPECIFIED PART NO Axis Axis 91551101C Axis 9155022 Axis Q3518-LVE Axis M3058-PLVE Axis P3228-LVE MK Axis Q6055-E Axis 291 Axis Q7414 Axis Q7406 Axis T91H61 Axis T94M01D Axis T91E61 Axis T94K01D Axis T91A64 Axis T91G61 Axis T94A01D Hanwha Hanwha PNF-9010R Hanwha XND-6080V Hanwha XNV-6080R Hanwha PNV-9080R Hanwha XNP-6320H Hanwha SBP-300HM6 Hanwha SPB-300WM Hanwha SPB-300WM1 Hanwha SBP-329HM Hanwha SBP-300N Hanwha PNM-9081VQ Hanwha PNM-9080VQ Open Eye Open Eye OE-C7084-AWR Open Eye OE-C7088-AWR Open Eye OE-C8213 Open Eye OE-C97512 Open Eye OE-C6413-AWR Open Eye OE-CA79PM Open Eye OE-CA97CMS PoE Midspans and Misc Items Microsemi PD3001/AC Microsemi PD3501G/AC Microsemi PD9501G/AC/B Leviton 5G460-5Y Altronix ALTV244175UL AMK PCS615-MD-W AMK PSA802-MD AMK 3.5mm Red Lion N-Tron 305FX-N-ST Red Lion N-Tron 105TX ONSSI Video Management Software and License OnSSI OC-ENT-1C OnSSI OC-ENT-B OnSSI SC-OC-ENT-B-2Y OnSSI SC-OC-ENT-1C-2Y Sony Sony SNC-EM641 Sony SNC-VM631 Sony HMX70 Sony SNC-WR632RC Sony SNC-EM642R Sony SNC-VM772R Camera Mounts Sony UNI-WMB3 Sony UNI-CMA-1 Sony UNI-WMB3 Sony UNI-MDPDH180 Sony UNI-MDB3 Sony UNI-WMBB1 Wireless Equipment Ubiquity NSM5 Ubiquity Rocket M5 Galaxy Access Control Systems Galaxy 600 PACK8 21 UL Listed 600 8 Door Controller Galaxy 600 PACK6 1 UL Listed 600 6 Door Controller Galaxy 600 PACK4 3 UL Listed 600 4 Door Controller Galaxy 600 PACK20 3 UL Listed 600 2 Door Controller Altronix 90-0714-90 AL400ULX 4 Amp Power Supply FarPoint P-600: Rocky Proximity Reader Cypress SPX-5621 wireless 2.4GZ supervised reader extender hes hes 7501 electric door strike hes hes 9600 electric door strike Kantech KANtRexIt Request-to-Exit Motion Detector	YES
Scope of Work	2. Ability to respond to normal requests for service within four (4) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.	Yes
Scope of Work	3. Ability to respond to emergency requests for service within two (2) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.	Yes
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	Yes
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	Typically 10 days to two weeks depending on availability of parts.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	YES
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	YES
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	None
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	YES

Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	subcontractor List under $1M.pdf
#1	Provide Washington State Contractor's Registration No.	Camtei*001DP
#2	Provide Contractor's U.B.I. Number	602020474
#3	Provide Contractor's Washington Employment Security Department Number	121719-00-9
#4	Provide Contractor's Washington Excise Tax Registration Number	602020474
#5	Provide Contractor's City of Spokane Business Registration Number	T12035040BUS
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	YES

Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
#1	Standard Hourly Rate	Base	hr	1.00	$120.00	$120.00	Prevailing Wage Journeyman
#2	Emergency Hourly Rate	Base	hr	1.00	$180.00	$180.00	Journeyman After Hours/Holiday
Total Base Bid	$300.00						

Washington State Department of Revenue

License Information:

Entity name: CAMTEK, INC.

Business name: CAMTEK, INC.

Entity type: Profit Corporation

UBI #: 602-020-474

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3815 E EVERETT AVE
SPOKANE WA 99217-6614

Mailing address: PO BOX 6520
SPOKANE WA 99217-0908

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Airway Heights General Business - Non-Resident	13367			Active	Dec-31-2019	Jan-17-2019
Cheney General Business - Non-Resident	BUS2010-180			Active	Dec-31-2019	Jan-08-2019
Grandview General Business - Non-Resident	87902			Active	Dec-31-2019	Feb-08-2019
Liberty Lake General Business - Non-Resident				Active	Mar-31-2020	Oct-22-2015
Minor Work Permit				Active	Sep-30-2019	Oct-02-2018
Moses Lake General Business - Non-Resident	BUS2016-0272			Active	Dec-31-2019	Nov-29-2016
Pasco General Business - Non-Resident	18699			Active	Mar-31-2020	Sep-28-2013
Prosser General Business - Non-Resident				Active	Mar-31-2020	Mar-30-2018
Richland General Business - Non-Resident	F03058			Active	Mar-31-2020	Dec-21-2007
Spokane General Business	T12035040BUS			Active	Mar-31-2020	Oct-15-2012
Spokane Valley General Business	02236			Active	Mar-31-2020	Mar-18-2004

- Non-Resident				
Sunnyside General Business - Non-Resident		Active	Mar-31-2020	Nov-28-2017
Toppenish General Business - Non-Resident		Active	Dec-31-2019	Sep-11-2019
Walla Walla General Business - Non-Resident		Active	Nov-30-2019	Nov-16-2018
Wenatchee General Business - Non-Resident	170391	Active	Dec-31-2019	Oct-16-2019

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

Governing people	Title
STEPHENSON, LORIE	

The Business Lookup information is updated nightly. Search date and time: 10/21/2019 11:16:22 AM

Working together to fund Washington's future

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/15/2020
		Clerk's File #	OPR 2019-1037
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BMCCLATCHEY 625-6210	**Project #**	
Contact E-Mail	BMCCLATCHEY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR21195
Agenda Item Name	0320 - CULTURAL CENTERS AGREEMENT WITH SOUTHSIDE COMMUNITY		

Agenda Wording

An updated contract for the disbursement of grant funds to the Southside Community Center.

Summary (Background)

The cultural centers grant program allocated $300,000, with a maximum award of $100,000 per center, to the Southside Community Center, the Carl Maxey Center, and the NATIVE Project to establish or support cultural centers. This item updates the agreement with the Southside Community Center to ensure that the required matching funds for this grant may be either "hard" dollars or in-kind capital improvements.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Expense	**$** 100,000	**#** 5901-49854-75500-54201-9999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MCCLATCHEY, BRIAN	**Study Session**	
Division Director		**Other**	PSCH 11/4/2019
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	PICCOLO, MIKE	ccortright@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	hallers@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		kjanssen@spokanecity.org	
		korlob@spokanecity.org	

OPR 2019-1037

Amended Multi-Cultural Center Funding Agreement

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

1) Purpose: The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City's cultural communities. The City has allocated $300,000.00, with a maximum grant amount of $100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to the Southside Community Center based on the attached Multi-Cultural Center Funds Application Guidelines ("Guidelines") and the conditions set forth in this Agreement.

2) Rights and Obligations: The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement.

3) Grant Funding: The City agrees to provide the Center ONE HUNDRED THOUSAND DOLLARS ($100,000.00) in matching grant funds for capital expenses in the development of the Southside Community Center located at 3151 E 27th Avenue, Spokane, Washington upon the following conditions:

a) The grant funding shall be used with matching funds <u>or in kind capital improvements</u> for the purchase, renovation, or expansion of a multi-cultural center,
b) <u>The parties agree that the matching funds requirement may be satisfied through in kind capital improvements and donations, which have to be documented and approved by the City,</u>
c) The project shall be completed by September 30, 2021,
d) The use of the grand funding and all subsequent community cultural activities shall comply with the attached Guidelines.

4) Activities: The Center will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.

5) Performance Reporting and Evaluation: The Center shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

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

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

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

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

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

Southside Community Center	CITY OF SPOKANE
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
FEDERAL TAX ID NO:	
_____	

Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/21/2020
		Clerk's File #	OPR 2020-0068
		Renews #	
Submitting Dept	HUMAN RESOURCES	**Cross Ref #**	
Contact Name/Phone	MEGHANN 625-6903	**Project #**	
Contact E-Mail	MSTEINOLFSON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0620 TENTATIVE AGREEMENT WITH LOCAL 270-PA 2020-2023		

Agenda Wording

Tentative Agreement with Local 270-Prosecuting Attorneys

Summary (Background)

Tentative Agreement for a 4-year contract with AFSCME Local 270-Prosecuting Attorneys.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	BARTRIDGE, TOM	**Study Session**	
Division Director	BARTRIDGE, TOM	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

BRIEFING PAPER
City of Spokane
Tentative Agreement on Local 270-Prosecuting Attorneys Contract 2020-2023

Subject
Tentative Agreement (TA) for 4-year contract with AFSCME Local 270-Prosecuting Attorneys (2020-2023).

Background
The most recent contract expired on December 31, 2019. We entered into negotiations with Local 270-PA on a successor contract in November 2019. We met on five occasions with Local 270-PA over the course of three months, with the fifth meeting resulting in a TA.

On January 26, 2020 the Local 270-PA membership approved the contract. Out of eleven members, ten members officially voted on this successor contract agreement and it was ratified 10-0.

Discussion
The proposed TA provides for an average TCC increase of approximately **2.85% annually**.

Key outcomes for the City include Local 270-PA agreement to add a section for Washington State PFML, with the employees paying their portion of the state mandated premium which totals four-tenths of one percent (0.04%) of the employee's wages for 2020. The parties previously signed MOUs on the following items, and agreed to incorporate those agreements into the contract:

- Post-Janus Union Security Language – updated to comply with new regulations.
- SERS Language – Local 270-PA agreement on the SERS changes that were approved in the Local 270 contract.
- Domestic Partner Benefit Coverage – a critical benefit to support a 21st century workforce. A supplemental agreement was signed in October 2018 to begin providing this benefit.
- Personal Leave, Project Pay and Variable Work Schedule - benefits formerly contained in HR Policy 13. The policy was previously repealed, and the language for these three items was rolled into every CBA except it was overlooked for Local 270-PA. As a result, this is considered "housekeeping" within the contract.

With regard to wages, Local 270-PA is concerned that their wages fall behind both the Public Defenders and City Attorneys and that this creates retention and recruiting barriers. Local 270-PA proposed an overall wage adjustment for 2020 to bring them in line with their internal comparables, and adding additional steps to their pay plan to support retention. The City agreed to add one step to their pay plan, increasing their range to 6 steps. The table below shows the changes to the 2020 pay plan:

2020 Pay Plan Adjustment

	Step	Hourly	Est Biweekly	Est Monthly	Est Annual
100%	1	$ 28.74	$ 2,299.20	$ 5,000.76	$ 60,009.12
100%	2	$ 31.40	$ 2,512.00	$ 5,463.60	$ 65,563.20
101%	3	$ 34.54	$ 2,763.20	$ 6,009.96	$ 72,119.52
102%	4	$ 37.96	$ 3,036.80	$ 6,605.04	$ 79,260.48
103%	5	$ 41.46	$ 3,316.80	$ 7,214.04	$ 86,568.48
	6*	$ 47.18	$ 3,774.40	$ 8,209.32	$ 98,511.84

*Step 6 will be established 13.8% above Step 5.

This table demonstrates the comparison between Local 270-PA current, Assistant City Attorney II, Public Defender II and Local 270-PA 2020 TA:

Step	270-PA Current	ACA II	PD II	270-PA 2020
1	$ 60,009.12	$ 70,824.96	$ 59,777.35	$ 60,009.12
2	$ 65,563.20	$ 76,754.88	$ 67,006.01	$ 65,563.20
3	$ 71,409.60	$ 81,619.92	$ 73,925.64	$ 72,119.52
4	$ 77,715.36	$ 86,276.16	$ 81,995.76	$ 79,260.48
5	$ 84,042.00	$ 91,517.04	$ 90,399.96	$ 86,568.48
6		$ 96,298.56	$ 98,248.75	*$ 98,511.84*

Employees will be adjusted in 2020 per the 6-step table. There are four employees who have been in step 5 of the prior pay plan for a minimum of 1-yr, and they will be placed into step 6 of the new pay plan. All other employees will remain at their current step until their annual anniversary date where they will then receive a step increase and then will move annually until the top step is achieved.

2021: Effective the pay period that includes 01/2021 there will be a cost of living adjustment (COLA) of **2.25%.**

2022: Effective the pay period that includes 01/2022 there will be a cost of living adjustment (COLA) of **2.25%.**

2023: Effective the pay period that includes 01/2023 there will be **no** cost of living adjustment (COLA).

Action

Approve TA

TENTATIVE AGREEMENT
Between the City of Spokane and AFSCME, Local 270-Prosecuting Attorneys 2020-2023

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a successor four-year contract commencing on January 1, 2020. The TA is subject to ratification by the membership of Local 270-PA and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and recommence negotiations.

Agreement:

1. Current contract language except as specifically identified below.

2. Four (4) year contract term – January 1, 2020 through December 23, 2023.

3. Amend Article VI – Wages; Section A – Salary Schedule: Specifically Appendix A – Salary Schedule as follows:

   Effective the pay period that includes January 1, 2020, a pay plan adjustment as outlined below:

PAY PLAN ADJUSTMENT TABLE

2020 Pay Plan Adjustment

	Step		Hourly	Est Biweekly	Est Monthly	Est Annual
100%	1	$	28.74	$ 2,299.20	$ 5,000.76	$ 60,009.12
100%	2	$	31.40	$ 2,512.00	$ 5,463.60	$ 65,563.20
101%	3	$	34.54	$ 2,763.20	$ 6,009.96	$ 72,119.52
102%	4	$	37.96	$ 3,036.80	$ 6,605.04	$ 79,260.48
103%	5	$	41.46	$ 3,316.80	$ 7,214.04	$ 86,568.48
	6*	$	47.18	$ 3,774.40	$ 8,209.32	$ 98,511.84

*Step 6 will be established 13.8% above Step 5.

Employees will be adjusted in 2020 per the 6-step table. Employees who have been in step 5 of the prior pay plan for a minimum of 1-yr will be placed into step 6 of the new pay plan. All other employees will remain at their current step until their annual anniversary date where they will then receive a step increase and then will move annually until the top step is achieved.

2021: Effective the pay period that includes 01/2021 there will be a cost of living adjustment (COLA) of 2.25%.

2022: Effective the pay period that includes 01/2022 there will be a cost of living adjustment (COLA) of 2.25%.

2023: Effective the pay period that includes 01/2023 there will be no cost of living adjustment (COLA).

4. Elimination of Special Program Prosecutor's job classification.

5. General Housekeeping Items:
   a. Add 2020 WA State Paid Family and Medical Leave Language:

Article X, Section E - Washington State Paid Family and Medical Leave: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020 is established by Washington state law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total fourth-tenths of one percent (0.40%) of the employee's wages (unless otherwise limited by actions of the State). Employees will be responsible for paying their own portion of the state mandated premium, which will be done through Payroll deduction.

   b. Add MOU – Post-Janus Union Security Language
   c. Add MOU – SERS Language
   d. Add MOU – Domestic Partner benefit language
   e. Add MOU Article 7 (HR-13) language
   f. Make all dates consistent with a contract term running January 1, 2020 through December 31, 2023.

For the City:

Nadine Woodward, Mayor

Chris Cavanaugh, HR Director 1/15/2020

Meghann Steinolfson, Labor Relations Mgr. 1/15/2020

For Local 270-PA:

Lauren Beattie, President 1/15/2020

Haley Day, Vice President 1/15/2020

Natalie Hilderbrand, Staff Rep. 01/15/2020

Dave Kling, E-Board Member 1/15/2020

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/15/2020
		Clerk's File #	CPR 1981-0402
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 625-6774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT TO THE SPOKANE PARK BOARD		

Agenda Wording

Reappointment of Nick Sumner to the Spokane Park Board for a 5 year term, from 2/4/20 - 2/4/25.

Summary (Background)

Reappointment of Nick Sumner to the Spokane Park Board for a 5 year term, from 2/4/20 - 2/4/25.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	pclarke@spokanecity.org	
Additional Approvals		gjones@spokanecity.org	
Purchasing			

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/15/2020
		Clerk's File #	CPR 1981-0043
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 625-6774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT TO THE SPOKANE ARTS COMMISSION		

Agenda Wording

Reappointment of E.J. Iannelli to the Spokane Arts Commission, for a term of 6/30/2019- 6/30/2022.

Summary (Background)

Reappointment of E.J. Iannelli to the Spokane Arts Commission, for a term of 6/30/2019- 6/30/2022.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	melissa@spokanearts.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/15/2020
		Clerk's File #	CPR 2006-0042
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 625-6774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 THREE REAPPOINTMENTS TO THE ETHICS COMMISSION		

Agenda Wording

Reappointment of three members to the Ethics Commission: Dennis Cronin 1/1/2019 - 12/31/2021, Clayton McFarland 1/1/2020-12/31/2022, and Michelle Bleek 1/1/2020- 12/31/2022.

Summary (Background)

Reappointment of three members to the Ethics Commission: Dennis Cronin 1/1/2019 - 12/31/2021, Clayton McFarland 1/1/2020-12/31/2022, and Michelle Bleek 1/1/2020- 12/31/2022.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpiccolo@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/15/2020
		Clerk's File #	CPR 1991-0068
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 REAPPOINTMENT TO THE SPOKANE HUMAN RIGHTS COMMISSION		

Agenda Wording

Reappointment of Aaron Riley to second, three year term on the Spokane Human Rights Commission, from 9/13/19 – 12/31/22.

Summary (Background)

Reappointment of Aaron Riley to second, three year term on the Spokane Human Rights Commission, from 9/13/19 – 12/31/22.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		Distribution List	
Legal		bcote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mmorrison@spokanecity.org	
Additional Approvals		lkissler@spokanecity.org	
Purchasing			

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/15/2020
		Clerk's File #	CPR 1981-0122
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 625-6774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 TWO REAPPOINTMENTS TO THE HISTORIC LANDMARKS COMMISSION		

Agenda Wording

Reappointment of Jodi Kittel, Architect, and Betsy Bradley, Historian, to the Spokane City/County Historic Landmarks Commission, each for a three year term from 1/1/20 - 12/31/22.

Summary (Background)

Reappointment of Jodi Kittel, Architect, and Betsy Bradley, Historian, to the Spokane City/County Historic Landmarks Commission, each for a three year term from 1/1/20 - 12/31/22.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mduvall@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing			

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/15/2020
		Clerk's File #	CPR 1981-0295
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 625-6774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT TO THE PLAN COMMISSION		

Agenda Wording

Reappointment of Todd Beyreuther to the Plan Commission, for a second term from 1/1/20 - 12/31/23.

Summary (Background)

Reappointment of Todd Beyreuther to the Plan Commission, for a second term from 1/1/20 - 12/31/23.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	lmeuler@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 02/03/2020		Date Rec'd	1/8/2020
		Clerk's File #	ORD C35886
		Renews #	
Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	GAVIN COOLEY 6585	**Project #**	
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Special Budget Ordinance	**Requisition #**	
Agenda Item Name	0410 - SPECIAL BUDGET ORDINANCE FOR INTERLOCAL AGREEMENT SCRAPS		

Agenda Wording

Special Budget Ordinance for Interlocal Agreement with Spokane County for Animal Control Services to budget for one time deficiency payment and to cover a budget deficit for the 2020 contract amount.

Summary (Background)

A new Interlocal Agreement was drawn up between the City of Spokane and Spokane County for Animal Control Services. In the Interlocal Agreement there is a one-time deficiency payment that accounts for 2014-2019 and the new contract amount for 2020. The amount for the 2020 contract was not know at the time that the City of Spokane adopted the 2020 Budget.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** $89,431	**#** 0020-88400-18900-54201
Expense	**$** $20,569	**#** 0020-88400-18900-54201
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	STOPHER, SALLY	**Other**	Finance Committee
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	DALTON, PAT	lwilliams@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	pingiosi@spokanecity.org	
Additional Approvals			
Purchasing			

ORDINANCE NO C35886

An ordinance amending Ordinance No. C-35857, passed by the City Council December 31, 2019, and entitled, “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”, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0020-99999	General Fund	
	99999	Unappropriated Reserves	$ 110,000
TO:	0020-88400	General Fund	
	18900-54201	Contractual Services	
			$ 110,000

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 extra funds for SCRAPS regarding a one-time deficiency payment and to cover a budget deficit for the 2020 contract amount, 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: 02/03/2020		Date Rec'd	1/22/2020
		Clerk's File #	ORD C35887
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	TIM SIGLER 625-6055	Project #	
Contact E-Mail	TSIGLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1680 - SBO FOR CITY GATE WARMING CENTER		

Agenda Wording

CHHS seeks approval of the attached special budget ordinance for the City Gate Women's Warming Center.

Summary (Background)

City staff have implemented a phased approach to address the immediate cold weather needs, as well as long-term solutions for those experiencing homelessness. This is the final phase that should meet the needs of shelter space due to the current weather conditions. Staff have identified City Gate as a partner agency that can operate a warming center for up to 50 women for a minimum of two months. The budget to operate is $41,300, of which CHHS can contribute $10,000 of department funds.

Fiscal Impact	Grant related? YES Public Works? NO	Budget Account
Revenue	$ 31,300.00	# 0100-99999-99999-99999
Expense	$ 31,300.00	# 0300-53010-65410-54999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SIGLER, TIMOTHY	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	PIES - 1/27/2020
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT	tsigler@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tdanzig@spokanecity.org	
Additional Approvals		cbrown@spokanecity.org	
Purchasing		kburnett@spokanecity.org	
GRANTS & CONTRACT MGMT	BROWN, SKYLER	chhsaccounting@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	SBO for 2019-2020 Warming Centers and Expanded Capacity
Date:	January 13, 2020
Author (email & phone):	Tim Sigler (tsigler@spokanecity.org, ext. 6052)
City Council Sponsor:	
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	Winter 2019-2020
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is updating the Public Safety and Community Health Committee on ongoing plans to provide safe and warm places for people experiencing homelessness during the upcoming months.

Background/History: In 2018, the City of Spokane updated a decades-old Warming Center Model to provide additional overnight space for people experiencing homelessness during the winter months. The updated model no longer required temperature-based activation, provided a variety of spaces throughout the community, and was open nightly. For the 2019 to 2020 winter, the CHHS department is once again requesting to add capacity to the shelter system to serve up to 200 people nightly.

Executive Summary:

- City staff have implemented a phased approach to address the immediate cold weather needs, as well as long-term solutions for those experiencing homelessness. This is the final phase that should meet the needs of shelter space due to the current weather conditions.
- Staff have identified City Gate as a partner agency that can operate a warming center for up to 50 women for a minimum of two months. The budget provided to operate at this level is close to $42,000. Of the $42,000 CHHS can contribute $10,000 of department general fund dollars.
- CHHS is requesting $31,300 to fund the warming center operation with City Gate.
- Staff is also requesting Council declare this as an emergency and suspend the rules to meet the immediate needs due to severe weather conditions.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ☐ Yes ■ No

If new, specify funding source: General fund.

Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required: None.

Known challenges/barriers: None.

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "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", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999- 99999-	General Fund Unappropriated Reserves	$ 31,300.00
TO:	0300-53010- 65410-54999	Human Services Other Misc. Charges	$ 31,300.00

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 a significant and pressing need for funding expanding emergency shelter facilities with needed services to ensure that people experiencing homelessness in Spokane are safe and assisted in obtaining the services they need to exit homelessness, 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

City Clerks No. _____

AGREEMENT BETWEEN

CITY OF SPOKANE AND THE CITY GATE IN CONJUNCTION WITH THE

2019 – 2020 WARMING CENTER PROGRAM

1. Grantee The City Gate 170 South Madison Street Spokane, Washington 99201	**2.Contract Amount** $41,300.00	**3. Tax ID#** 91-1407104 **4. DUNS#** N/A

5. Grantee's Program Representative Pastor John Murinko 170 S. Madison St Spokane, WA 99201 (509) 455-9670 thecitygate@qwestoffice.net	**6. City's Program Representative** Rebekah Tuno, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 (509) 625-6321 rtuno@spokanecity.org
7. Grantee's Financial Representative William Davis, Board President 170 S. Madison St Spokane, WA 99201 (509) 990-8033 msdwhd@comcast.net	**8. City's Contract Representative** Rebekah Tuno, Homeless Programs Specialist 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 (509) 625-6321 rtuno@spokanecity.org

9. Grantor Award # N/A	**10. Start Date** 01/13/2020	**11. End Date** 03/15/2020

12. Federal Funds N/A	**CFDA #** N/A	**Federal Agency** N/A

13. Total Federal Award N/A	**14. Federal Award Date** N/A	**15. Research & Development?** No	**16. Indirect Cost Rate** 10% MTDC

17. Grantee Selection Process: **(check all that apply or qualify)** [ ] **Sole Source** [ ] **A/E Services** [ ] **Competitive Bidding/RFP** [X] **Pre-approved by Funder**	**18. Grantee Type: (check all that apply)** [ ] **Private Organization/Individual** [ ] **Public Organization/Jurisdiction** [ ] **CONTRACTOR** [X] **SUBRECIPIENT** [X] **Non-Profit** [ ] **For-Profit**

19. Grant Purpose: This grant is designed to support an integrated network of shelter solutions that can immediately address the need of a household or individual experiencing homelessness. Funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on providing life-saving interventions.

20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Attachment "A" - Debarment Certification, (3) Attachment "B" – Grantee Billing Form, and (4) Attachment "C" – Data Collection Points.

(FACE SHEET)

FOR REFERENCE ONLY

TERMS AND CONDITIONS

SECTION NO. 1: PERFORMANCE

The GRANTEE will be responsible for administering a Women's Warming Center ("Program") in a manner satisfactory to the CITY, in coordination with the CITY and other services providers. The GRANTEE shall provide daytime and nighttime Warming Center services for women that are experiencing homelessness. The Warming Center model shall include the following minimum levels of services and activities:

1) Daytime shelter and nighttime shelter capacity for up to FIFTY (50) adult women (individuals/households without children), generally available SEVEN (7) DAYS a week, at 170 South Madison Street, Spokane, Washington.

2) All services provided shall be low-barrier and inclusive.

3) The GRANTEE shall utilize the warming center network, including transportation services, in the event that capacity has been reached and the center is deemed full.

4) The GRANTEE shall provide regular sweeps through the neighborhood in the vicinity of the Warming Center location at 170 South Madison Street, Spokane, Washington, to remove trash or debris. Sweeps shall occur no less frequently than twice daily.

5) The GRANTEE shall provide participant data as specified in section 7.H.3 of this agreement.

A. PERFORMANCE MONITORING

The CITY will conduct reviews of the services being provided as determined necessary and will monitor the performance of the GRANTEE against established performance measures, spend down of grant funds, and all other terms and conditions of this Agreement Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated.

FOR REFERENCE ONLY

SECTION NO. 3: BUDGET

Category	Amount
Operations	$30,080
Facility Support	$10,120
Administration	$1,100
TOTAL	$41,300

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements.

SECTION NO. 5: NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the CITY and GRANTEE.

B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory CITY training and information meetings.

The GRANTEE shall not sub-award any funds included in this Agreement.

The PARTIES shall provide to each other all public information communications that are publically disseminated area-wide for the purpose of informing the public, including press and public information releases, regarding the warming center projects in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

FOR REFERENCE ONLY

SECTION NO. 7: GENERAL CONDITIONS

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the activities to be funded under this Agreement. Such records shall include and show compliance with the following, but not be limited to:

a. Records documenting homeless status, or at risk of homeless status;

b. Records documenting reasonable belief of imminent threat of harm;

c. Records documenting annual income;

d. Program participant records, housing standards and services provided;

e. Conflict of interest and confidentiality requirements;

f. Records documenting compliance with housing standards and Fair Housing; and

g. Other records necessary to properly and thoroughly document compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data for Program services provided. Such data shall include the Universal Data Elements (as provided in the HUD 2017 Homeless Management Information System Data Standards), which include: client name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, project start date, project exit date, destination, relationship to head of household, client location, housing move-in date, and living situation. Such information shall be made available to CITY monitors or their designees for review upon request.

4) Disclosure

a. "Confidential Information" as used in this section includes:

FOR REFERNCE ONLY

i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;

ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement, whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

B. "INDEPENDENT CONTRACTOR"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The GRANTEE shall at all times remain an "independent contractor" with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor, and thus GRANTEE is solely responsible.

FOR REFERENCE ONLY

C. HOLD HARMLESS

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. INSURANCE AND BONDING

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE's services to be provided under this Agreement; and

2) 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 or non-owned vehicles.

3) 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;

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 GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

E. INDEMNIFICATION

The Grantee 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 the Grantee 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 Grantee'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 Grantee, its agents or employees. The

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Grantee specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Grantee's own employees against the City and, solely for the purpose of this indemnification and defense, the Grantee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Grantee 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.

F. AMENDMENTS/MODIFICATION

The CITY or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed with the same formality as this Agreement, in writing and signed by a duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from obligations under this Agreement. **All amendments to this Agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative (as designated on the Face Sheet of this Agreement). If approved, the CITY will notify the GRANTEE in writing.** Budgeted amounts shall not be shifted between categories or Programs without written approval by the CITY, and any costs for completing the Program/activities over and above the amount awarded by the CITY shall be the sole financial responsibility of the GRANTEE.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the Program/activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

G. SUSPENSION OR TERMINATION

The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and

b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and

c. Ineffective or improper use of funds provided under this Agreement; and/or

d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

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H. REPORTING AND PAYMENT PROCEDURES

1) Indirect Costs

If indirect costs are charged using a methodology other than 10% Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually.

2) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment A, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month (unless prior written approval by CITY is obtained by GRANTEE) on or before the 10th of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment A. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8th of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokaneCITY.org.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the Face Sheet of this Agreement.
Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's complete reimbursement request, except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

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a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY;
b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself; and
c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

3) Data Collection

GRANTEE shall collect data as outlined in Attachment C for every individual or household accessing Program services. Utilization numbers shall be submitted nightly to the CITY by GRANTEE via email to chhsreports@spokanecity.org and SPDRadioSupervisors@spokanecity.org.

GRANTEE shall provide data collected as outlined in Attachment C to the City monthly in the format outlined and approved by the local Homeless Management Information System ("HMIS") Administrator.

4) Final Report

GRANTEE shall submit a final report to the CITY, in conjunction with the final reimbursement request packet, containing the following information:

a. A narrative description of significant programmatic developments, challenges, and achievements occurring during the Agreement period of performance.

b. The number of persons turned away due to Warming Center capacity during the Agreement period of performance, split out by gender and age range.
c. The number of volunteer hours logged at the Program facility during the Agreement period of performance.

5) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, and the System Performance Measures Report as specified by the CITY.

I. CONTRACT MANAGEMENT STANDARDS

The GRANTEE shall maintain accurate records to account for its expenditures and program performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The CITY designee may inspect and audit all records and other materials and the GRANTEE shall make such available upon request.

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J. INTERNAL AUDITING CONTROL

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements for agencies who expend in excess of $750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokaneCITY.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokaneCITY.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokaneCITY.org.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

K. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or

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physical disability, or use of a service animal by a person with disabilities. The GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

L. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

M. ASSIGNMENTS

This Agreement is binding on the parties and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the CITY of Spokane.

N. NON-WAIVER

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

O. 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 GRANTEE 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 GRANTEE 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.

P. 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 the Agreement.

Q. CITY RECOGNITION

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this

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Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

SECTION NO. 8: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

SECTION NO. 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 10: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to the subject matter of this Agreement.

SECTION NO. 11: CONSTRUAL

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance 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 Agreement shall be construed neither in favor of, nor against either party, and is intended to benefit only the Parties to this Agreement, there are no third-party beneficiaries.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

FOR REFERNCE ONLY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Grantee / 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, unless authorized by the City.

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.\

4. The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

6. I understand that a false statement of this certification may be grounds for termination of the Agreement.

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Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration),Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

☐ Name and address of your organization requesting reimbursement.

☐ Expense Period (should bill as monthly expenses, January, February, etc.)

☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.

☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).

☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.

☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

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Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent,agency liability insurance, and may include staff paid time allocated as well.

FOR REFERENCE ONLY

City of Spokane
Grantee Billing Form

2019 - 2020 Warming Center Program

City Clerk #	
Vendor ID #	
FMS Acct #	

SUBMIT BILLING TO:

City of Spokane
Community, Housing, and Human Services Dept.
808 W. Spokane Falls Blvd, 6th Floor
Spokane, WA 99201

GRANTEE (Warrant is to be payable to:)

The City Gate
170 S. Madison St
Spokane, WA 99201

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Grantee Certification

By:
(SIGN IN INK)
(TITLE) (DATE)
(EMAIL ADDRESS) (TELEPHONE NUMBER)

Project/Program:	Women's Warming Center
Award Number:	N/A
National Objective:	N/A
Eligibility Code:	N/A
IDIS Activity ID:	N/A
Grant Term:	01/13/2020 - 03/15/2020
Indirect Cost Rate:	10% MTDC

Billing date:
Expense Period:

EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
OPERATIONS				
Salaries & Benefits	$ 13,200.00	$ -	$ -	$ 13,200.00
Supplies	$ 8,146.00	$ -	$ -	$ 8,146.00
Utilities	$ 2,000.00	$ -	$ -	$ 2,000.00
Client Assistance - Essential Needs	$ 4,000.00	$ -	$ -	$ 4,000.00
Indirect Costs (10% MTDC)	$ 2,734.00	$ -	$ -	$ 2,734.00
FACILITY SUPPORT				
Maintenance	$ 6,000.00	$ -	$ -	$ 6,000.00
Security	$ 3,000.00	$ -	$ -	$ 3,000.00
Facility Insurance	$ 200.00	$ -	$ -	$ 200.00
Indirect Costs (10% MTDC)	$ 920.00	$ -	$ -	$ 920.00
ADMINISTRATION				
Administration	$ 1,000.00	$ -	$ -	$ 1,000.00
Indirect Costs (10% MTDC)	$ 100.00	$ -	$ -	$ 100.00
GRAND TOTAL	**$ 41,300.00**	**$ -**	**$ -**	**$ 41,300.00**

Contract Amount (auto populated)	$ 41,300.00	% Expended:	0.00%
Total Expended to Date (auto populated)	$ -		
Contract Remaining Balance	$ 41,300.00	% Remaining:	100.00%

☐ ← Check box if final request.

CHHS Approval:

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ATTACHMENT B - GRANTEE BILLING FORM

Payee Expense Report

Organization:	The City Gate	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	$ 90.91	$ 9.09	$ 100.00
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
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			$ -	$ -	$ -
			$ -	$ -	$ -
		Total Current Expenses Requested this Period	**$ -**	**$ -**	**$ -**

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Staff Expense Report

Organization:	The City Gate	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.

Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	$ 1,200.00	$ 818.00	$ 82.00	$ 900.00	$ -
				$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -
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				$ -	$ -	$ -	$ -	$ -
Total Staff Expenses Requested this Period					**$ -**	**$ -**	**$ -**	**$ -**

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Data Collection Points

1. Total Count by Household Type (how many 'singles' and how many 'families' are served each night).

2. Age
    a. Less than 18
    b. Between 18-24
    c. Over age 24

3. Gender
    a. Female
    b. Male
    c. Transgender
    d. Gender Non-Conforming

4. Race
    a. White
    b. Black or African American
    c. Asian
    d. American Indian or Alaska Native
    e. Native Hawaiian or Other Pacific Islander
    f. Multiple Races

5. Ethnicity
    a. Non-Hispanic/Non-Latino
    b. Hispanic/Latino

6. Did you stay in a place not meant for human habitation (e.g. vehicle, an abandoned building/bus/train/subway station/airport or anywhere outside) last night?
    a. Yes
    b. No
    c. Don't Know
    d. Refused

7. Have you used any of the emergency shelters within Spokane County within the last 30 days?
    a. Yes
    b. No
    c. Don't Know
    d. Refused

FOR REFERNCE ONLY

Agenda Sheet for City Council Meeting of: 11/11/2019		Date Rec'd	10/30/2019
		Clerk's File #	ORD C35837
		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	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 - ESTABLISHING A UTILITY CHARGE WAIVER FOR QUALIFYING SHELTERS		

Agenda Wording

An ordinance establishing a utility charge waiver for qualifying providers of emergency homeless shelters and declaring an emergency.

Summary (Background)

The most recent point-in-time count showed an increase in the number of unsheltered homeless people in Spokane, which requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers. The City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges should be available.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 190,000 annually	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	**Study Session**	
Division Director		**Other**	PIES Comm., 9/23/2019
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35837

An ordinance concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020, and 13.12.050; and adopting a new chapter 13.13 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits "the necessary support of the poor and infirm"; and

WHEREAS, chapters 35.92 and 35.67 RCW authorize cities to "provide assistance to aid low-income persons in connection with services" provided municipal utilities; and

WHEREAS, RCW 35.92.020(5) and RCW 35.67.020(5) authorizes cities to "provide assistance to aid low-income persons in connection with services under" chapter 35.92 RCW and chapter 35.67 RCW; and rates for water, sewer, and solid waste services "must be uniform for the same class of customers or service" and in making classifications, the City Council may consider, among other things, "matters which present a reasonable difference as a ground for distinction" (RCW 35.92.010; 35.92.020(2)(h)); and

WHEREAS, the most recent point-in-time count of people experiencing homelessness in Spokane showed an increase in the number of unsheltered homeless people in our community, and this crisis requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers; and

WHEREAS, upon further analysis and review, the City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges are appropriate and proper; and

WHEREAS, several local non-profit operators of emergency homeless shelters are currently at risk of closing their doors and therefore unable to house people experiencing homelessness who would then have nowhere else to go due to financial constraints; and

WHEREAS, without additional sources of funding or reductions in expenses, such as by reducing the utility charges they face, which can be in the thousands of dollars each month, some of these providers of essential services for Spokane's most vulnerable people may have to cease providing housing for people experiencing homelessness; and

WHEREAS, the City Council determines that the risk that some of these housing providers may have to close without additional financial support constitutes an emergency within the meaning of Section 19 of the Spokane City Charter, such that this ordinance

shall be effective immediately upon passage by the vote of one more than a majority of the City Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 13.13 of the Spokane Municipal Code to read as follows:

Chapter 13.13 Credit for Qualified Nonprofit Temporary Housing Operators
Section 13.13.010 Findings, purpose, and applicability

A. The City of Spokane finds that it is important for the City to support people experiencing homelessness in our community. Given the high cost and economics of providing temporary housing for people who are experiencing homelessness, the City finds it is in the best interests of our community to extend a utility fee credit for qualified non-profit providers of such housing.

B. This chapter is intended to provide a specific utility fee credit for qualified nonprofit providers of emergency shelter housing for people who are experiencing homelessness.

Section 13.13.020 Definitions

A. "Emergency shelter" means any facility for the provision of temporary daytime or nighttime shelter for people experiencing homelessness in general, or for specific populations of people experiencing homelessness

B. "Qualified nonprofit" means a Washington state nonprofit corporation formed pursuant to Chapter 24.03, RCW, having a current active and good standing status with the Washington Secretary of State, providing emergency shelter services as defined in this chapter, and actively participating in the City of Spokane's Homeless Management Information System ("HMIS").

Section 13.13.030 Qualifications

A. In order to qualify for the utility fee credit established by this chapter, an applicant must be a qualified nonprofit provider of emergency shelter.
B. Qualifying property owners may request that each qualifying property or housing unit receive the credit established by this chapter by submitting a written request to the City of Spokane by submitting the request for the credit through the City website or by calling MySpokane 311. A property owner may make this request through a duly authorized agent. The written request must be accompanied by a certification that the qualifying property owner either currently participates in, or agrees to participate in, the City of Spokane's Homeless Management Information System ("HMIS") as a condition of receiving the utility fee credit

established by this chapter.

C. If approved, the effective date for the credit shall be the month following the City's acceptance of the request. Application of this credit is prospective only; Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due and owing, as previously billed, and subject to collection under to this chapter.

D. If a qualifying nonprofit becomes the owner or lessee of additional property(ies), the owner must submit a new request for a credit for each individual property pursuant to subsection B of this section.

E. If a qualifying nonprofit ceases to be a qualifying nonprofit within the meaning of this chapter, the credit established by this chapter shall lapse as of the first day of the month following the end of the nonprofit's qualification for the credit as defined by this chapter.

F. The owner or lessee is responsible for reporting any change (*e.g.*, change of ownership, change of use of the property, change of operations such that the property owner no longer provides emergency shelter housing, dissolution of the qualifying nonprofit, etc.) that may affect qualification for the credit. If the owner or lessee fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (*i.e.*, the credit provided, multiplied by the applicable number of months) that may be due to the City.

Section 13.13.040 Credit

A. The credit provided by this chapter shall be one hundred percent (100%) of the monthly wastewater and solid waste collection charges. Water service shall be provided to qualified nonprofit operators of temporary housing at a rate equal to the cost of the water service as provided in RCW 35.92.010.
B. An account which does not receive all three utility services shall only receive partial credit as listed in SMC 13.12.040.

Section 13.13.050 Periodic Review

The program created by this chapter shall expire on December 31, 2022. No later than June 30, 2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

Section 13.13.060 Conservation Measures

As an ongoing condition of the credit provided by this chapter, qualifying recipients of the rate credit shall commit to undertaking water use efficiency measures, with the goal

of reducing the annual amount of water consumed per capita year over year, especially during Summer and early Fall.

Section 13.13.070 Applicability of General Provisions

The provisions of Chapter 13.01, SMC, are applicable to the credit established by this Chapter as provided in SMC 13.01.010 (General Application). **Section 5.** That the City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, and that pursuant to Section 19 of the Spokane City Charter, this ordinance shall take effect immediately upon passage by the affirmative vote of one more than a majority of the City Council.

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: 01/13/2020		Date Rec'd	12/31/2019
		Clerk's File #	RES 2020-0004
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 625-6714	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RENAMING THE EAST CENTRAL COMMUNITY CENTER		

Agenda Wording

A Resolution renaming the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center.

Summary (Background)

This resolution would rename the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center, recognizing Dr. King's life and legacy of work towards the advancement of civil and human rights in Spokane, Washington, the United States, and the world.

Fiscal Impact		Grant related? NO Public Works? NO	Budget Account
Select	$		#
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	**Study Session**	1/8 Study Session
Division Director		**Other**	
Finance	STOPHER, SALLY	Distribution List	
Legal	DALTON, PAT	kateburke@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	bmcclatchey@spokanecity.org	
Additional Approvals		lmeuler@spokanecity.org	
Purchasing		kjanssen@spokanecity.org	
		jrichman@spokanecity.org	

RESOLUTION NO. 2020-0004

A Resolution renaming the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center.

WHEREAS, Section 128 of the City Charter provides that the Plan Commission "shall have power to investigate and make recommendations to the city council in relation to . . . the proper laying out, platting, and naming of streets, squares, and public places . . ."; and

WHEREAS, the Plan Commission was asked to "investigate and make recommendations to the city council" concerning the name of the ECCC; and

WHEREAS, staff conducted a community renaming survey in the summer of 2019 with 738 respondents, which resulted in 68.42% of the respondents wishing to rename the ECCC, and 72% of those seeking a name change wanting it to be named after Dr. Martin Luther King, Jr., as compared with 31.57% of total respondents wishing to leave the name as is; and

WHEREAS, after reviewing the survey results and two letters opposing the name change, and after an afternoon workshop on July 24 and a hearing on August 14, the Plan Commission recommended that the City Council not change the name of the ECCC after Dr. King; and

WHEREAS, although the City Council usually affords a substantial deference to the advisory recommendations of citizen boards and commissions, the City Council is not bound by such advisory recommendations; and

WHEREAS, although a street is named after Dr. King in Spokane's University District, there is no building in Spokane named for Dr. King; and

WHEREAS, Dr. King's life and legacy have created a profound and lasting positive impact in the City of Spokane for people of all races, genders, incomes and other characteristics used to marginalize individuals and communities, and as further reflected in the community survey results strongly supporting a name change of the ECCC; and

WHEREAS, the attempted bombing of the route of the MLK Day march in January, 2011 showed that we in Spokane need to continue our work to fulfill Dr. King's vision and work, and we can be reminded of his words, work, and example right here in Spokane through the naming of a public building in Dr. King's honor; and

WHEREAS, Dr. King's message of nonviolent, peaceful activism and constant reminders of our commonalities was reflected in his famous speech given during the March on Washington in August of 1963, in which he said "many of our white brothers,

as evidenced by their presence here today, have come to realize that their destiny is tied up with our destiny. And they have come to realize that their freedom is inextricably bound to our freedom. We cannot walk alone. And as we walk, we must make the pledge that we shall always march ahead. We cannot turn back."; and

WHEREAS, the Spokane City Council wishes to march ahead in one small way, by recognizing and memorializing the unique and transformative leadership of Dr. King in furthering civil rights and human rights for all people in Spokane, by ensuring that a public building located in a neighborhood where many people of color and other marginalized communities in Spokane call home is named in his honor, hoping as it does that this action will result in a greater sense of pride in this public space, the neighboring community, and our city, for all who live in Spokane.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council hereby renames the East Central Community Center building as the **Dr. Martin Luther King, Jr. Community Center**, in recognition of the life, work, and contributions of Dr. King to the advancement of civil and human rights in Spokane, Washington, the United States, and the world.

Passed by the City Council this ____ day of _____, 2020.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/21/2020
		Clerk's File #	RES 2020-0008
		Renews #	
Submitting Dept	HUMAN RESOURCES	**Cross Ref #**	
Contact Name/Phone	MEGHANN 625-6903	**Project #**	
Contact E-Mail	MSTEINOLFSON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0620 RESOLUTIONS APPOINTING BARTRIDGE, CODDINGTON AND WALLACE		

Agenda Wording

Resolutions appointing Tom Bartridge, Brian Coddington and Tonya Wallace.

Summary (Background)

Resolution appointing Tom Bartridge to Human Resources Director, Brian Coddington to Director of Communications and Marketing and Tonya Wallace to Chief Financial Officer

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BARTRIDGE, TOM	**Study Session**	
Division Director	BARTRIDGE, TOM	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

RESOLUTION 2020-0008

A Resolution approving the appointments of the following three (3) employees for the City of Spokane.

1. Tom Bartridge to Human Resources Director
2. Brian Coddington to Director of Communications and Marketing
3. Tonya Wallace to Chief Financial Officer

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed the above employees for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of the above employees for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _ _____, 2020.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor Nadine Woodward

January 10, 2020

Tom Bartridge
PO Box 9637
Spokane, WA. 99209

Dear Mr. Bartridge,

It is with great pleasure that I offer you the interim position of Human Resources Director for the City of Spokane. It is understood and agreed that you will serve in this capacity for no more than one year. I believe that you possess the experience and qualifications that the City is looking for as well as the ability to complement current staff of the Mayor's Office and Executive Team.

The appointment to this interim, at-will, exempt position will be effective ~~February~~ January 13, 2020. CC Your appointment will be contingent upon approval by City Council within six (6) months of appointment. The current salary for this position is Grade 63 of the Exempt-Confidential pay plan, starting at Step 5 or $135,573.84 annually.

In the capacity of this position, you will also receive the following benefits:

- Accrual of 3.7 hours of vacation per pay period. Additionally your vacation bank will be credited with 20 hours on ~~February~~ January 13, 2020. CC
- Accrual of 6.0 hours of illness leave per pay period. Please note: The 6 hours will be split evenly between immediately accessible sick leave and sick leave that may be used only for absences due to a workplace injury or approved FMLA leave.
- Thirty (30) hours of floating holiday to use during the calendar year.
- Forty (40) hours personal leave to use during the calendar year.
- Medical and dental benefits, long-term disability, life insurance, Section 125 healthcare reimbursement account.
- Participation in the Spokane Employee's Retirement System (SERS) with matching employee and employer contributions of 9.75 % of the employees' salary earnings. Vesting in the SERS is after seven (7) years of service with the City.
- Option to participate in a 457 deferred compensation program and receive a match of up to $200/month from the City if actively contributing.

Please note that the above benefits match those of the bargaining unit that your position most closely aligns with, Managerial & Professional Association – Exempt A, and are subject to change as those bargained benefits change.

As an at-will employee, you will be serving in this position at the pleasure of the current, sitting Mayor. At my discretion, the term of your assignment will be subject to my evaluation of your performance.

Please review the enclosed copy of the Code of Ethics and Code of Ethics Agreement. If you accept this offer, please sign below and return the offer letter and signed Code of Ethics to Greg Kinyon, Human Resources Department, within ten working days from receipt.

Sincerely,

Nadine Woodward
Mayor

I hereby accept the position of interim Human Resources Director with the City of Spokane and agree to the salary and benefits stated herein.

I understand that this assignment is to an at-will, exempt position that serves at the pleasure of the current, sitting Mayor.

Tom Bartridge

13 JAN 2020
Date

Please return to: Greg Kinyon
Human Resources Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3327

Christine Cavanaugh
Human Resources Director

RES 2020-0008

Resume is on file with City Clerk's office and is exempt from Public Disclosure [RCW 42.56.250(2)]

Agenda Sheet for City Council Meeting of: 02/03/2020		**Date Rec'd**	1/22/2020
		Clerk's File #	RES 2020-0009
		Renews #	
Submitting Dept	CITY ATTORNEY	**Cross Ref #**	
Contact Name/Phone	NATE ODLE 625-6288	**Project #**	
Contact E-Mail	NODLE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0500 SETTLEMENT RESOLUTION		

Agenda Wording

Resolution approving Settlement Agreement of Diamond Rock Construction, Inc. for $79,834.50 settled through mediation.

Summary (Background)

Approving settlement of Complaint of Diamond Rock Construction, Inc. for $79,834.50 through mediation.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 79,834.50	**#** 4100-30210-34141-54905-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DALTON, PAT	**Study Session**	
Division Director		**Other**	Executive
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	nodle@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tstrothman@spokanecity.org	
Additional Approvals		mormsby@spokanecity.org	
Purchasing			

Resolution No. 2020-0009

RESOLUTION RE SETTLEMENT
OF COMPLAINT AGAINST CITY OF SPOKANE

WHEREAS, on May 2, 2019, a Complaint was filed against the City of Spokane by Plaintiff Diamond Rock Construction, Inc. (hereinafter "Diamond Rock") that asserted various causes of action arising from a March 28, 1995 Real Estate Purchase and Sale Agreement between the City and Diamond Rock's successor in interest, Sunset West Properties, Inc. Diamond Rock's Complaint made two primary allegations: 1) that the City of Spokane is responsible for the cost of infrastructure installed by Diamond Rock utilized by the City as overflow from the City's Indian Trail Reservoir; and 2) the City has failed to comply with the obligations outlined in the Purchase and Sale Agreement to landscape and install appurtenant facilities around the Indian Trail Reservoir.

WHEREAS, the City of Spokane has determined to resolve claims with Diamond Rock and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, associated with Diamond Rock's installation of infrastructure, as referenced in the preceding paragraph, for a payment of Seventy Nine Thousand, Eight Hundred Thirty Four and 50/100 ($79,834.50). The City and Diamond Rock agree that Diamond Rock's allegation that the City has failed to comply with the Purchase and Sale Agreement to landscape and install appurtenant facilities around the Indian Trail Reservoir is premature and that the City will perform as obligated in the Purchase and Sale Agreement.

WHEREAS, Diamond Rock has agreed to dismiss its current lawsuit, without prejudice, accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of SEVENTY NINE THOUSAND EIGHT HUNDRED THIRTY FOUR and 50/100 DOLLARS ($79,834.50) to be paid to Diamond Rock, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and in exchange the Diamond Rock will provide a signed release fully extinguishing all claims held, asserted or un-asserted, by Diamond Rock in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

PASSED the City Council this _____ day of _____, 2020.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

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 Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council 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 <u>all</u> 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).

((~~C.~~))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:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 01/27/2020		Date Rec'd	1/23/2020
		Clerk's File #	ORD C35889
		Renews #	
Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	TOM BARTRIDGE 625-6383	Project #	
Contact E-Mail	TBARTRIDGE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0620 ORDINANCE AMENDING SMC FOR DIVISION DEPARTMENTS		

Agenda Wording

Ordinance amending SMC 3.01A.210

Summary (Background)

Ordinance amending SMC 3.01A.210

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BARTRIDGE, TOM	**Study Session**	1/27/2020
Division Director	BARTRIDGE, TOM	**Other**	
Finance	DUFFEY, ANDREW	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE C35889

An ordinance relating to the executive and administrative organization of the City; amending SMC sections 3.01A.210, 3.01A.253, 3.01A.260, 3.01A.355, 3.01A.415 and 3.01A.490 and adopting a new section 3.01A.251 to chapter 3.01A of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. The SMC Section 3.01A.210 is amended to read as follows:

3.01A.210 Division Departments

The following departments shall be considered as division departments:

A. city attorney
B. neighborhood and business services
C. ((~~finance and administration~~)) chief financial officer/city treasurer's office
D. fire
E. parks and recreation
F. police
G. public works
H. human resources
I. innovation and technology services

Section 2. The SMC Section 3.01A.253 is amended to read as follows:

3.01A.253 Development Services Center, Code Enforcement and Parking Services

A. The development services center, code enforcement and parking services department performs the following functions:

1. reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements,

2. coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws,

3. coordinates the operation of parking services provided by the city including parking enforcement.

B. The building official is appointed by the mayor.

Section 3. The SMC Section 3.01A.260 is amended to read as follows:

3.01A.260 Finance and Administration

A. The finance and administration department manages the accounting, budgeting, grants and contracts management, asset management and risk management functions of the City, and is responsible for establishing and maintaining sound fiscal management practices throughout the City.

B. The director of finance and administration department shall attend all meetings of the city council finance committee, apprise the committee of the activities that he/she is responsible for and provide the committee any information related to these activities that is requested. The director of finance and administration shall also present to the committee changes in past practices or procedures or recommended ordinance amendments deemed necessary to maintain or increase the efficiency or effectiveness of the financial services division or the financial operations of the City.

((~~C. The chief financial officer shall coordinate all debt issuances and supervise other Treasury functions of the City. The chief financial officer and/or the director of finance and administration shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial and budget updates.~~))

Section 4. The SMC Section 3.01A.355 is amended to read as follows:

3.01A.355 Neighborhood Services ((~~and Code Enforcement~~))

A. The department of neighborhood services ((~~and code enforcement~~)) acts as the staff support for the neighborhood councils and community assembly, and primarily through these organizations, the citizens of Spokane.

B. The department of neighborhood services ((~~and code enforcement~~)) serves as liaison between the legislative and executive branches of the City, the neighborhood councils and the community assembly.

((~~C. The code enforcement section coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws.~~))

Section 5. The SMC Section 3.01A.415 is amended to read as follows:

3.01A.415 ((~~Public Affairs /~~)) Communications and Marketing

A. The department of ((~~public affairs/~~)) communications and marketing informs citizens and employees about important City issues and provides opportunities for increased participation in government. Its efforts focus on three major areas:
   1. External communications with the public and the media;
   2. Internal communications with employees; and
   3. Media relations.

B. The department uses a multi-media approach to provide information; the goal is to provide information in ways that are convenient for citizens and employees.

C. Cable TV Channel 5.
   1. Through City personnel or by contract, the City produces programming for the City government channel (CityCable5) available under the cable television system franchise.
   2. The office of cable TV is operated by a City employee who is appointed by the mayor and confirmed by the city council.

Section 6. The SMC Section 3.01A.490 is amended to read as follows:

3.01A.490 Chief Financial Officer/CityTreasurer's Office

A. The chief financial officer shall coordinate all debt issuances and supervise other Treasury functions of the City. The chief financial officer and/or the director of finance and administration shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial and budget updates.

((~~A~~))B. The City treasurer's office is responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses.

((~~B~~))C.The city treasurer is a member of the fire pension board and the police relief and pension board. The treasurer also serves on the City investment board.

Section 7. That there is adopted a new section 3.01A.251 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.251 Customer Experience

The department of customer experience oversees the operation of My Spokane – 311 and community programs, including community centers, special events, community engagement and volunteer programs.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date