

**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 24, 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 LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**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](http://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](mailto: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. | Low Bid of ( <u>to be determined at bid opening to be held on February 17, 2020</u> ) for Post Street Water Line Replacement—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.<br><b>Dan Buller</b>  | Approve | OPR 2020-0146<br>ENG 2019177 |
| 2. | Add additional funds to Value Blanket Order with Western Peterbilt (Spokane, WA) for miscellaneous automotive filters—\$50,000.<br><b>David Paine</b>  | Approve | OPR 2020-0147<br>RFQ 681-16  |
| 3. | Purchase from Western Peterbilt (Spokane, WA) for two Automated Side Loading Wayne refuse trucks and two Automated Side Loading Bridgeport refuse trucks for the Solid Waste Collection Department using Sourcewell Contracts #081-716-PMC and #112014-LEG—\$1,623,931.29.<br><b>David Paine</b> | Approve | OPR 2020-0148                |

- |     |   |                |                              |
|-----|---|----------------|------------------------------|
| 4.  | <b>Multiple Family Housing Property Tax Exemption Agreements with:</b>  | <b>Approve</b> |                              |
|     | a. Solitude Properties, LLC for no fewer than four new multi-family housing units located at 618 South Denver Street, Parcel Number 35201.6422.   |                | OPR 2020-0149                |
|     | b. 6th Avenue Partners LLC for at least 4 new multiple family permanent residential housing units located at 508 West 6th Avenue, Parcel Number 35191.4311.   |                | OPR 2020-0150                |
|     | <b>Ali Brast</b>  |                |                              |
| 5.  | Interlocal Cooperation Agreement with the City of Medical Lake for Hearing Examiner Services.   | Approve        | OPR 2020-0151                |
|     | <b>Brian McGinn</b>   |                |                              |
| 6.  | Interlocal Cooperation Agreement with Spokane County for Hearing Examiner Services.   | Approve        | OPR 2020-0152                |
|     | <b>Brian McGinn</b>   |                |                              |
| 7.  | Contract Renewal 1 of 4 with Cerium Networks, Inc. (Spokane) for hardware maintenance and software support for Cisco Equipment from January 1, 2020 through December 31, 2020—\$250,255.71 (incl. tax).                                     | Approve        | OPR 2018-0798<br>RFP 4500-18 |
|     | <b>Michael Sloon</b>  |                |                              |
| 8.  | Contract Amendment with Northeast Community Center for The ZONE project to leverage Ballmer Grant funding—\$199,577.96.   | Approve        | OPR 2017-0018                |
|     | <b>Cendy Pfortmiller</b>  |                |                              |
| 9.  | Contract with Bacon Concrete (Spokane, WA) for Utility Concrete Repair Services to be used on an as-needed basis by the Street, Water & Hydroelectric Services, and Wastewater Maintenance departments—not to exceed \$325,000 (incl. tax). | Approve        | OPR 2020-0153<br>BID 5215-20 |
|     | <b>Raylene Gennett</b>  |                |                              |
| 10. | Disbursement of additional Consolidated Homeless Grant funds to an existing subrecipient agreement with Catholic Charities—\$47,847. (The amount being disbursed exceeds 10% of the current agreement amount.)                              | Approve        | OPR 2019-0724                |
|     | <b>Tim Sigler</b>   |                |                              |
| 11. | Interlocal Agreement with Spokane County and Spokane County Superior Court for the sharing of jury management services from January 1, 2020 through December 31, 2022.  | Approve        | OPR 2020-0154                |
|     | <b>Howard Delaney</b>   |                |                              |
| 12. | 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   | Approve        | OPR 2020-0066                |

payment of \$89,431 for prior deficient payments from January 1, 2014, through December 31, 2019. Total Amount: \$759,882. (As amended by City Council on February 3, 2020.) (Relates to Special Budget Ordinance C35886.) (Deferred from February 3, 2020, Agenda.)

**Michael Ormsby**

- 13. Report of the Mayor of pending:
  - 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 \$\_\_\_\_\_.
  - b. Payroll claims of previously approved obligations through\_\_\_\_\_, 2020: \$\_\_\_\_\_.
  
- 14. City Council Meeting Minutes: \_\_\_\_\_, 2020.

Approve & Authorize Payments

CPR 2020-0002

CPR 2020-0003

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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **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)

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## **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, same amount.

(This action budgets 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. 12.) (Deferred from February 3, 2020, Agenda.) (Council Sponsor: Council Member Mumm)

**Michael Ormsby**

ORD C35892      General Fund  
FROM: Unappropriated Reserves, \$280,000;  
TO:      Human Services, Other Misc. Charges, same amount.

[This action funds two permanent housing projects (The Carlyle and Home Yard Cottages) to help alleviate emergency need in the community.] (Council Sponsor: Council President Beggs)

**Tim Sigler**

ORD C35893      Water & Hydroelectrical Services Fund  
FROM: Unappropriated Reserves, \$200,000;  
TO:      Contractual Services, same amount.

(This action budgets additional funding to the 2020 budget for Urban Utility Installations that were appropriated in 2019 but not completed and encumbered.) (Council Sponsor: Council Member Stratton)

**Teri Stripes**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0013      Permitting the use of drone technology for the safety inspection of the Sunset Bridge Project. (Council Sponsors: Council President Beggs and Council Member Cathcart)

**Clint Harris**

ORD C35881      Granting a non-exclusive Franchise Agreement to TDS Metrocom, LLC to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of constructing, maintaining, and operating a Cable System within the City for a term of ten years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement. (First Reading held January 13, 2020) (Council Sponsor: Council President Beggs)

**Marlene Feist**

**Request motion to accept substitute version of the following Ordinance (ORD C35889) filed on February 13, 2020:**

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 and 3.01A.415; repealing SMC section 3.01A.490; and adopting a new

section 3.01A.251 to chapter 3.01A of the Spokane Municipal Code. (Deferred from February 3, 2020, Agenda.) (Council Sponsor: Council President Beggs)

**Tom Bartridge**

**Request motion to accept updated version of the following Ordinance (ORD C35883) received on February 11, 2020:**

ORD C35883 Vacating Riverside Avenue between the west line of Grant Street and the west line of lot 10 of the Plat of Railroad addition in the City of Spokane. (First Reading held January 27, 2020.) (Council Sponsor: Council President Beggs)

**Eldon Brown**

ORD C35884 Vacating the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates. (First Reading held January 27, 2020.) (Council Sponsor: Council President Beggs)

**Eldon Brown**

ORD C35867 Vacating the alley in Block 9 of the plat of Englebart Addition. (First Reading held on December 9, 2019)

**Eldon Brown**

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for February 24, 2020**  
(per Council Rule 2.1.2)

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## **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 24, 2020, Regular Legislative Session of the City Council is adjourned to March 2, 2020.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
02/24/2020

<b>Date Rec'd</b>	2/5/2020
<b>Clerk's File #</b>	OPR 2020-0146
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2019177
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0370 – LOW BID AWARD – TO BE DETERMINED		

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on February 17, 2020 (Spokane, WA) for Post Street Water Line Replacement - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set aside.

**Summary (Background)**

On February 17, 2020 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$240,826.00; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the February 24, 2020 council meeting. (Riverside Neighborhood Council)

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? YES	
Expense	\$ 240,826.00	# 4250 42300 94340 56501 15785
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	UE 2/10/20
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	eraea@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<b><u>Additional Approvals</u></b>		kgoodman@spokanecity.org	
<b><u>Purchasing</u></b>		aduffey@spokanecity.org	

## Briefing Paper Urban Experience

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Post Street Water Main
<b>Date:</b>	2-10-20
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is part of the Post Street Bridge project which is in the 6 year street plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract

Background/History:

- The 18" water main in Post Avenue just south of the Post Street Bridge is 105 years old.

Executive Summary:

- The proposed project replaces the 105 year old water main from the south end of the Post Street Bridge to just north of the crosswalk between Riverfront Park and Huntington Park.
- This replacement is necessary both because of the water main's age and because removal of the Post Street Bridge will result in this main being unrestrained.
- This project will occur beginning about April 1, just prior to beginning the Post Street Bridge replacement project and so the traffic control measures implemented for this project will remain for the bridge project.
- This project has been coordinated with a Parks project in the northwest corner of Riverfront Park which is just beginning. This project has also been coordinate with Avista which has nearby driveways.
- This project is locally funded and is estimated to cost approximately \$175,000.

Budget Impact:

Approved in current year budget?     Yes     No     N/A

Annual/Reoccurring expenditure?     Yes     No     N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**Post St. Water Main Project**

**Project location**

**Proposed water main**

900  
W Bridge Ave

Post St. Bridge

Avista

Spokane City Hall

City Hall

Spokane Falls Blvd

Riverfront Park

W Spokane Falls Blvd

Post St.

N Post St.

# City of Spokane

## Engineering Services Department

### \* \* \* Preliminary Engineer's Estimate \* \* \*

<b>Project Number:</b>	2019177	<b>Original Date</b>	1/30/2020 2:13:58 PM
<b>Project Description</b>	Post Street Water Line Replacement	<b>Update Date</b>	1/30/2020 2:16:00 PM
<b>Funding Source</b>	Local	<b>Addendum</b>	
<b>Preparer</b>	Oanh Delgado		

**Project Number:** 2019177 **Engineer's Estimate**

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>		Sales tax shall NOT be included in unit prices		
1	SPCC PLAN	1 LS	*****	1,000.00
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
3	POTHOLING	15 EA	380.00	5,700.00
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	1,500.00
5	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00
6	MOBILIZATION	1 LS	*****	23,925.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00
8	TYPE II BARRICADE	12 EA	50.00	600.00
9	TREE ROOT TREATMENT	2 EA	650.00	1,300.00
10	TREE ZONE PROTECTION	2 EA	375.00	750.00
11	TREE PRUNING	2 EA	300.00	600.00
12	REMOVE TREE, CLASS II	1 EA	900.00	900.00
13	REMOVE EXISTING CURB	100 LF	10.50	1,050.00
14	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	25 SY	14.00	350.00
15	SAWCUTTING CURB	8 EA	42.50	340.00
16	SAWCUTTING FLEXIBLE PAVEMENT	3860 LFI	0.50	1,930.00
17	SAWCUTTING RIGID PAVEMENT	220 LFI	1.50	330.00
18	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	600.00	600.00
19	TEMPORARY ACCESS	1 EA	2,500.00	2,500.00
20	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	*****	8,000.00
21	CONSTRUCTION VIBRATION MONITORING	1 LS	*****	5,000.00
22	CONTROLLED DENSITY FILL	40 CY	150.00	6,000.00
23	CRUSHED SURFACING TOP COURSE	90 CY	65.00	5,850.00
24	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	110.00	440.00
25	COMMERCIAL HMA	25 TON	180.00	4,500.00
26	UNDERDRAIN PIPE 4 IN. DIAM.	150 LF	16.00	2,400.00
27	DUCTILE IRON STORM SEWER PIPE 8 IN. DIA.	40 LF	55.00	2,200.00
28	DUCTILE IRON STORM SEWER PIPE 10 IN. DIA.	270 LF	75.00	20,250.00
29	MANHOLE 48 IN.	2 EA	3,500.00	7,000.00
30	CONCRETE INLET	2 EA	1,800.00	3,600.00

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
<b>Schedule 01</b>				
	<b>Description</b>		<b>Tax Classification</b>	
			Sales tax shall NOT be included in unit prices	
31	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	600.00	600.00
32	CONNECT 10 IN. DIA. PIPE TO EXISTING CB, DW OR MH	2 EA	800.00	1,600.00
33	RECONSTRUCT 48 IN. MH INVERT	1 EA	1,500.00	1,500.00
34	INTERIOR DROP CONNECTION 10 IN. DIA.	1 EA	4,500.00	4,500.00
35	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	450.00	1,800.00
36	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	26.50	265.00
37	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.50	305.00
38	IMPORTED BACKFILL	100 CY	30.50	3,050.00
39	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00
40	EXTRA ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	150.00	15,000.00
41	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00
42	TRENCH DEWATERING	1 LS	*****	2,500.00
43	D.I. PIPE FOR WATER MAIN 18 IN. DIA.	310 LF	150.00	46,500.00
44	COMBINATION 2 IN. AIR RELEASE/AIR VACUUM ASSEMBLY	1 EA	5,000.00	5,000.00
45	BUTTERFLY VALVE 18 IN.	2 EA	2,500.00	5,000.00
46	HYDRANT ASSEMBLY	1 EA	5,600.00	5,600.00
47	TRENCH EXCAVATION FOR WATER SERVICE TAP	110 LF	35.00	3,850.00
48	ESC LEAD	1 LS	*****	1,500.00
49	INLET PROTECTION	3 EA	120.00	360.00
50	TOPSOIL TYPE A, 2 INCH THICK	80 SY	15.00	1,200.00
51	SOD INSTALLATION	80 SY	25.00	2,000.00
52	CEMENT CONCRETE CURB	100 LF	42.00	4,200.00
53	CEMENT CONC. SIDEWALK	70 SY	85.00	5,950.00
54	SIGNING PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	800.00
55	PAVEMENT MARKING, PAINT	65 SF	2.00	130.00
<b>Schedule Totals</b>				240,826.00

**Project Number**      **2019177**      **Post Street Water Line Replacement**

**SCHEDULE SUMMARY**

	<b>Sched 1</b>	<b>Sched 2</b>	<b>Sched 3</b>	<b>Sched 4</b>	<b>Sched 5</b>	<b>Sched 6</b>	<b>Sched 7</b>	<b>Sched 8</b>	<b>Total</b>
<b>Engineer's Est</b>	240,826.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240,826.00

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

02/24/2020

<b>Date Rec'd</b>	2/12/2020
<b>Clerk's File #</b>	OPR 2020-0147
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 681-16
<b>Requisition #</b>	VB

<b>Submitting Dept</b>	FLEET OPERATIONS
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - FLEET - ADD FUNDS TO AUTOMOTIVE FILTER VB

**Agenda Wording**

Approve additional funds be added to a Value Blanket Order with Western Peterbilt (Spokane, WA) for miscellaneous automotive filters - \$50,000.00.

**Summary (Background)**

This Value Blanket Order allows the purchase of automotive filters to maintain the City of Spokane equipment Fleet. This Value Blanket is also used by the Parks Department and Fire Department. This Value Blanket Order was originally created for \$50,000 but a need for additional funds has arose. This will put this Value Blanket over the \$50,000 council threshold.

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

Expense	\$ 50,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHAEFFER, BRIAN	<b>Study Session</b>	
<b>Division Director</b>	SCHAEFFER, BRIAN	<b>Other</b>	PIES 2/24/20
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	ODLE, MARI		
<b>For the Mayor</b>	ORMSBY, MICHAEL		
<b>Additional Approvals</b>			
<b>Purchasing</b>	PRINCE, THEA		

## Briefing Paper

### PUBLIC INFRASTRUCTURE & SUSTAINABILITY COMMITTEE

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Value Blanket for Automotive Filters
<b>Date:</b>	2/24/20
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Maintain the City of Spokane equipment fleet
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Fleet Services Department purchases automotive filters from Western Peterbilt via RFQ 681-16.	
<b>Executive Summary:</b>	
<u>Impact</u> <ul style="list-style-type: none"> <li>This Value Blanket Order allows the purchase of automotive filters to maintain the City of Spokane equipment fleet</li> </ul>	
<u>Action</u> <ul style="list-style-type: none"> <li>Recommend additional funds be added to the current Value Blanket Order in the amount of fifty thousand (\$50,000) .</li> </ul>	
<u>Funding</u> <ul style="list-style-type: none"> <li>Funding is available in the Fleet Services and affected department’s budgets.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
02/24/2020

<b>Date Rec'd</b>	2/11/2020
<b>Clerk's File #</b>	OPR 2020-0148
<b>Renews #</b>	

<b>Submitting Dept</b>	FLEET OPERATIONS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVID PAINE 6257706	<b>Project #</b>	
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	BT
<b>Agenda Item Name</b>	5100-PURCHASE OF REFUSE TRUCKS		

**Agenda Wording**

Fleet Services would like to purchase two Automated Side Loading Wayne refuse trucks and two Automated Side Loading Bridgeport refuse trucks for the Solid Waste Collection Department from Western Peterbilt, Spokane, WA.

**Summary (Background)**

Purchase will be made using Sourcewell Contracts #081-716-PMC and #112014-LEG for a total The two Automated Side Loading Wayne refuse trucks and the two Automated Side Loading Bridgeport refuse trucks, will replace units that have reached the end of their economic life. We recommend approval for the purchase of four Automated Side Loading refuse trucks for the Solid Waste Collection Department. Funding for this is included in the Solid Waste Collection fund.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ 1,623,931.29	# 450045100940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	PAINE, DAVID	<b>Study Session</b>	11/18/19
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	ODLE, MARI	mmartinez, dpaine	
<b>For the Mayor</b>	ORMSBY, MICHAEL		
<b>Additional Approvals</b>			
<b>Purchasing</b>			
<b>SOLID WASTE</b>	CONKLIN, CHUCK		

# Briefing Paper

## Finance, Administration and Sustainability Resources Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Bridgeport Refuse Trucks
<b>Date:</b>	November 18, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance, Administration and Sustainability Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>	
<p>Fleet Services would like to purchase two Automated Side Loading Bridgeport refuse trucks for the Solid Waste Collection Department. These will be purchased from Western Peterbilt, Spokane, WA, for a total of \$756,694.80 including tax using Sourcewell Contract #081-716-PMC.</p>	
<b>Executive Summary:</b>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>The two Automated Side Loading Bridgeport refuse trucks will replace units that have reached the end of their economic life.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>We recommend approval for the purchase of two Automated Side Loading Bridgeport refuse trucks for the Solid Waste Collection Department.</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this is included in the Solid Waste Collection cash reserves fund.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**WESTERN PETERBILT, INC.**

3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383



November 4, 2019

Mr. Dustin Bender  
Solid Waste Collection Manager  
City of Spokane  
915 N Nelson Street  
Spokane, WA 99202

Mr. Kerry Deatrich  
Refuse District Supervisor  
City of Spokane  
915 N Nelson Street  
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY  
CONTRACT #112014-LEG WAYNE ENGINEERING.

Western Peterbilt, Inc. would like to formally extend all Sourcwell bid prices, terms, and conditions to the City of Spokane for the purchase of (2) two or more Automated Side Loading Trucks for the Wayne Curbtender per the Sourcwell Contracts #081-716-PMC-Peterbilt Motors and Contract #112014-LEG Wayne Engineering.

Following, please find the breakdown of the base prices and options:

- 2020 Peterbilt 520 Automated Side Loader CNG Chassis per the City of Spokane specifications. Current list price \$287,739.00 minus 41.32% discount of \$118,893.75 for a total of \$168,845.00. \$ 168,845.25
- Floorplan or interest cost of 175 days at \$20.43 per day or \$3,575.25. \$ 3,575.25
- Doc fees. \$ 150.00
- Detailing. \$ 275.00
- Fuel. \$ 200.00
- Standard Engine and Transmission Warranties are included.  
Extended Engine and Transmission Warranties are available upon Request.
- 2019 Wayne Curbtender per the City of Spokane specifications. Please See attached backup documentation. \$ 238,091.77
- Sourcwell Discount. \$( 5,000.00)
- Factory/Sourcwell Pricing Adjustment. \$( 16,987.00)
- Repeat Customer Discount. \$( 2,000.00)
- Multiple Truck Discount (2-4). \$( 2,000.00)

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

6214 E Broadway  
Spokane, WA, 99212  
(509) 535-4241  
FAX: (509) 536-3949  
1-800-572-6219

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

-Delivery to Spokane Per Truck.	\$ <u>8,800.00</u>
Subtotal	\$ 393,950.27 <u>          X2</u>
Subtotal	\$ 787,900.54
-Factory Training- 2 Sessions @ 3 Days Each	\$ <u>7,000.00</u>
Sub Total	\$ 794,900.54
Washington State Sales Tax (9.1%)	\$ <u>72,335.95</u>
Total	\$ 867,236.49 =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

*Stu Fox*

Stu Fox  
 Director of Refuse Sales  
 Western Peterbilt, Inc.



**WESTERN PETERBILT, INC.**

3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383



November 5, 2019

Mr. Dustin Bender  
Solid Waste Collection Manager  
City of Spokane  
915 N Nelson Street  
Spokane, WA 99202

Mr. Kerry Deatrich  
Refuse District Supervisor  
City of Spokane  
915 N Nelson Street  
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY

Western Peterbilt, Inc. would like to formally extend all Sourcewell bid prices, terms, and conditions to the City of Spokane for the purchase of (2) Two or more Automated Side Loading Trucks for the Bridgeport Ranger ASL body per Sourcewell Contract #081-716-PMC-Peterbilt Motors and Bridgeport Manufacturing.

Following, please find the breakdown of the base prices and options:

- 2020 Peterbilt 520 Automated Side Loader CNG Chassis per the City of Spokane specifications. Current list price \$286,999.00 minus 41.32% discount of \$118,587.99 for a total of \$168,411.01. \$ 168,411.01
- Floorplan or interest cost of 175 days at \$20.38 per day or \$3,566.50. \$ 3,566.50
- Doc fees. \$ 150.00
- Detailing. \$ 275.00
- Fuel. \$ 200.00
- Standard Engine and Transmission Warranties are included.  
Extended Engine and Transmission Warranties are available upon Request.
- 2019 Bridgeport Ranger ASL body per the City of Spokane specifications. Cost Price \$148,351.85 plus 10% Markup \$14,835.19 Total \$163187.04. \$ 163,187.04
- Delivery from Bridgeport to the City of Spokane. \$ 8,500.00

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
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FAX: (253) 927-7931  
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1435 E. Hillsboro St.  
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(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

Subtotal Per Unit	\$ 344,289.55
	<u>          X2</u>
Subtotal	\$ 688,579.10
-Training – 2 Days Operation and Maintenance at the City of Spokane.	\$ 1,500.00
-Bridgeport Factory Tour for two (2)- Airfare, Lodging and Meals.	<u>\$ 3,500.00</u>
Sub Total	\$ 693,579.10
Washington State Sales Tax (9.1%)	<u>\$ 63,115.70</u>
Total	\$ 756,694.80
	=====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

*Stu Fox*

Stu Fox  
 Director of Refuse Sales  
 Western Peterbilt, Inc.



**Agenda Sheet for City Council Meeting of:**  
02/24/2020

<b>Date Rec'd</b>	2/11/2020
<b>Clerk's File #</b>	OPR 2020-0149
<b>Renews #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ALI BRAST X6638	<b>Project #</b>	
<b>Contact E-Mail</b>	ABRAST@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700- MFTE FOR 618 S DENVER ST.		

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with SOLITUDE PROPERTIES, LLC for no fewer than four new multi-family housing units located at 618 S Denver St, Parcel Number 35201.6422.

**Summary (Background)**

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	Urban Experience
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	abrast@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kbecker@spokanecity.org	
<b><u>Additional Approvals</u></b>		ccortright@spokanecity.org	
<b><u>Purchasing</u></b>		korlob@spokanecity.org	
		dnorman@spokanecity.org	

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	November 25, 2019
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Teresa Sanders
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Applicant applying for a conditional contract for the Denver Townhomes; 6 new units at 618 S Denver St.</li> <li>• Property is zoned RMF, so use is allowed.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Solitude Properties LLC, as "Owner" whose business address is 618 S Denver St.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LIBERTY PARK ADD LT 4 BLK4 TOG W N10FT W50FT LT3 BLK4 AND TOG W  
PTN LT3 LYG S N10FT LT3TOG W E25FT W50 LTS 1&2 BLK 4

Assessor's Parcel Number(s) **35201.6422**, commonly known as 618 S Denver St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF SPOKANE

Solitude Properties LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor, Nadine Woodward

Its: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.

County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

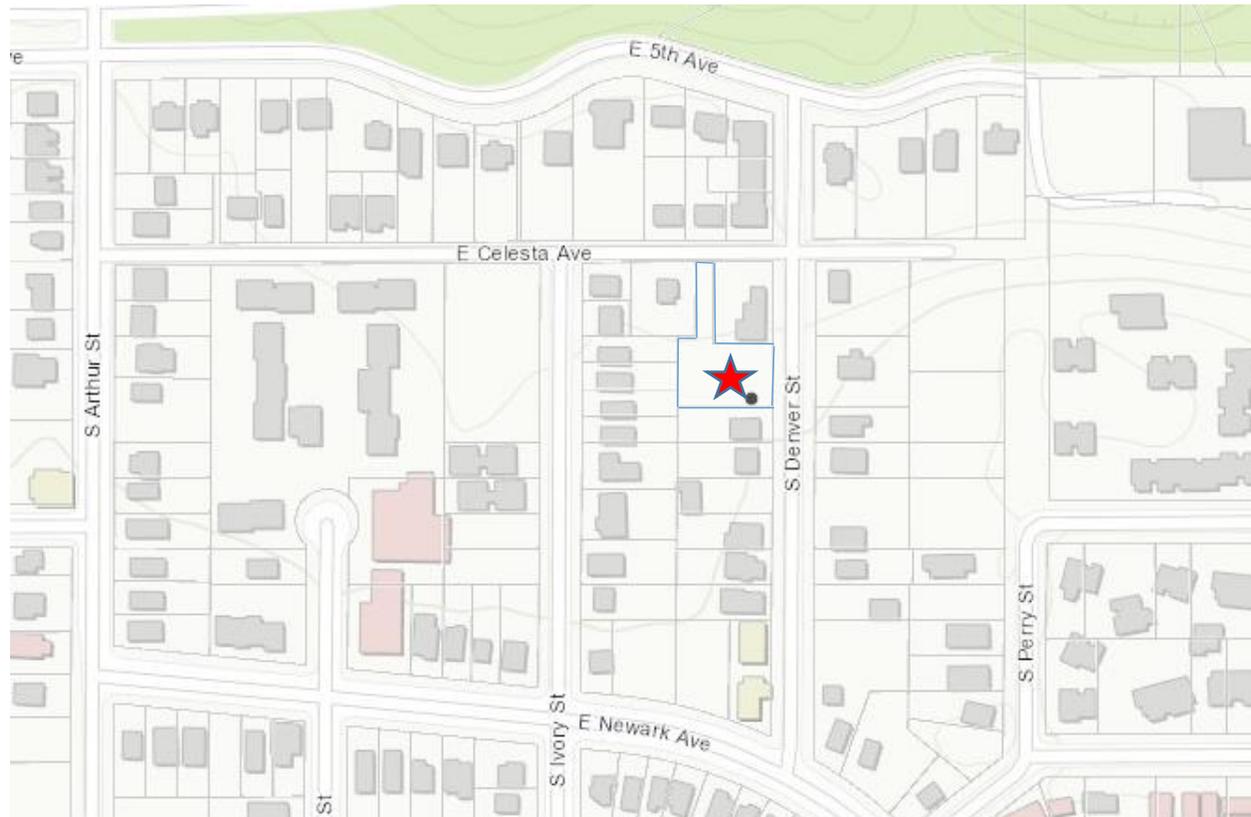
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

**Tax Abatement Information:**

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Denver Townhomes	
Number of units in the project	6
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$312</b>
Estimated Property Tax saved per project annually	\$9,881
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$118,575
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$3,749</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$44,989</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

**Site Map:**





**Agenda Sheet for City Council Meeting of:**  
02/24/2020

<b>Date Rec'd</b>	2/5/2020
<b>Clerk's File #</b>	OPR 2020-0150
<b>Renews #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ALI BRAST 625-6638	<b>Project #</b>	
<b>Contact E-Mail</b>	ABRAST@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700- MULTI FAMILY HOUSING FOR 508 W 6TH		

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with 6TH AVENUE PARTNERS LLC for AT LEAST 4 new multiple family permanent residential housing units located at 508 W 6TH AVENUE, Parcel Number 35191.4311.

**Summary (Background)**

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	PIES 12/16/2019
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	ABRAST@SPOKANECITY.ORG	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	SBISHOP@SPOKANECITY.ORG	
<b><u>Additional Approvals</u></b>		KBECKER@SPOKANECITY.ORG	
<b><u>Purchasing</u></b>		MVANDERKAMP@SPOKANECITY.ORG	
		RTHOMPSON@SPOKANECITY.ORG	

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	December 16, 2019
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Teresa Sanders
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Applicant applying for a conditional contract for change of use of the upper stories from office to residential for 80-90 new units at 508 W 6<sup>th</sup> Ave.</li> <li>• Property is zoned OR-150, so use is allowed.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 6th Avenue Partners LLC, as "Owner" whose business address is 1717 S Rustle St, Suite 203, Spokane, WA.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD 2ND LOTS 7-8-9 B85

Assessor's Parcel Number(s) 35191.4311, commonly known as 508 W 6th Ave.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 90 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

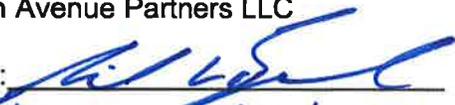
17. This Agreement is subject to approval by the City Council.

DATED this 23<sup>rd</sup> day of December, 2019

CITY OF SPOKANE

6th Avenue Partners LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Mayor, David A. Condon

Its: Managing Member \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

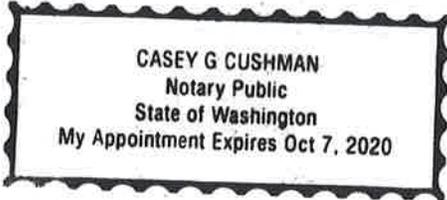
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 23<sup>rd</sup> day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Nicholas G. Brownback, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23<sup>rd</sup> day of December, 2019.

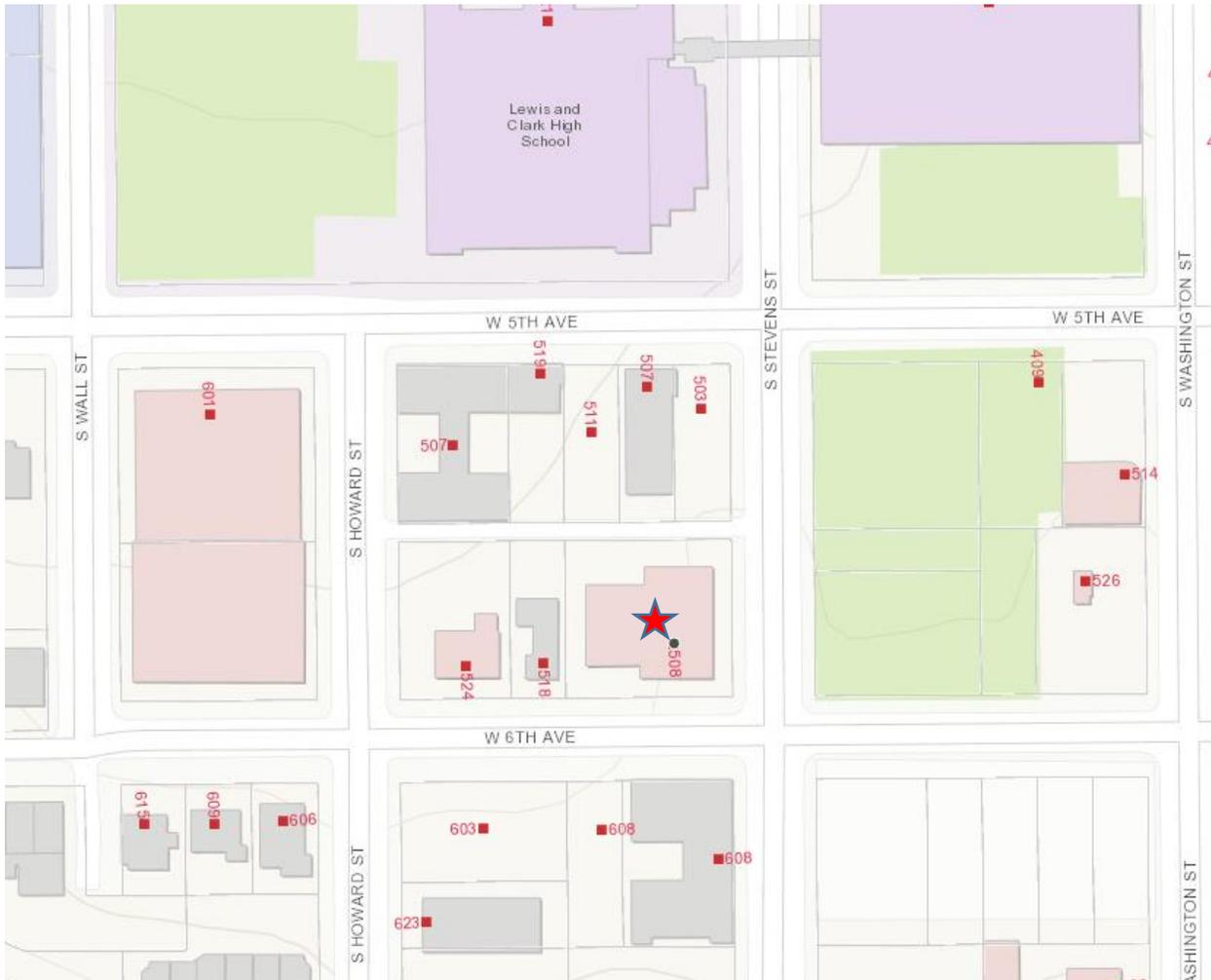
[Signature]  
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
  
My commission expires 10/7/20



**Tax Abatement Information:**

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: 508 W Building	
Number of units in the project	85
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$4,426</b>
Estimated Property Tax saved per project annually	\$139,985
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$1,679,819
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$53,112</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$637,343</b>
<p><i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i></p>	
<p><small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small></p>	

**Site Map:**





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

02/24/2020

<b>Date Rec'd</b>	1/21/2020
<b>Clerk's File #</b>	OPR 2020-0151
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HEARING EXAMINER
<b>Contact</b>	BRIAN MCGINN 6010
<b>Contact E-Mail</b>	HEARINGEXAMINERS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	INTERLOCAL AGREEMENT WITH THE CITY OF MEDICAL LAKE

**Agenda Wording**

Interlocal Cooperation Agreement between the City of Medical Lake and the City of Spokane for Hearing Examiner Services

**Summary (Background)**

This is an interlocal agreement with a new jurisdiction not previously receiving services.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DALTON, PAT	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MCGINN, BRIAN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	hearingexaminers@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF MEDICAL LAKE  
AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF MEDICAL LAKE, a Washington State municipal corporation, as "Medical Lake", and the CITY OF SPOKANE, a Washington State municipal corporation, as "City", jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Medical Lake, at this time does not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Medical Lake government; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for another government entity to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, the Hearing Examiner is a City employee and serves the City of Spokane in that capacity; and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters;  
- - Now, Therefore,

The Parties agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Medical Lake to conduct administrative and quasi-judicial hearings. As authorized by Section 2.80.060 of the Medical Lake Municipal Code, the Hearing Examiner will conduct public hearings and render decisions on the following land use matters: rezone applications; appeals of administrative decisions; change of conditions; conditional use applications; and variance applications. To the extent the City Council requests that the Hearing Examiner provide an annual report, as described in Section 2.80.190 of the Medical Lake Municipal Code, the Hearing Examiner's time spent drafting a written report, meeting with the city council, or reviewing the policies, regulations or other applicable

law in preparation of reporting to the city council, shall be considered a service provided by the Hearing Examiner which will be charged at the rates described in this agreement.

2. COMPENSATION. Medical Lake agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Medical Lake when performing services pursuant to this Agreement.

3. PAYMENT. Medical Lake shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. AUTHORIZATION FOR SERVICES. The Mayor of Medical Lake shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.

5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Medical Lake. This Agreement is not exclusive and Medical Lake may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.

6. DURATION. This Agreement is effective upon signature by both parties and filing as required by law and shall run until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Medical Lake understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Medical Lake. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Medical Lake.

8. ADMINISTRATIVE SUPPORT. Medical Lake shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable

regulations, policies, and reports. If the Hearing Examiner uses his own secretary, for secretarial support, secretarial support time will be billed to Medical Lake at a rate of THIRTY AND NO/100 DOLLARS (\$30.00) per hour.

9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

10. LEGAL RELATIONS AND INDEMNIFICATION. Medical Lake shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Medical Lake, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Medical Lake.

11. TERMINATION. If the Agreement is terminated, Medical Lake shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.

12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 6 above.

C. Organization of Separate Entity and Its Powers. See Section 9 above.

D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be filed. See Section 14 above.
- F. Financing. See Section 2 above.
- G. Termination. See Section 11 above.
- H. Property upon Termination. No property acquisitions expected, see Section 9 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement:

Dated this 17 day of December 2019

CITY OF MEDICAL LAKE, WASHINGTON

By Shirley Maiké  
MAYOR SHIRLEY MAIKE

Attest:

Karen Langford  
Karen Langford, Finance Manager

Approved as to form:

Cynthia E. McMullen  
Cynthia E. McMullen, City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

By Michael J. Pucab  
Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
02/24/2020

<b>Date Rec'd</b>	1/21/2020
<b>Clerk's File #</b>	OPR 2020-0152
<b>Renews #</b>	

<b>Submitting Dept</b>	HEARING EXAMINER	<b>Cross Ref #</b>	
<b>Contact</b>	BRIAN MCGINN 6010	<b>Project #</b>	
<b>Contact E-Mail</b>	HEARINGEXAMINERS@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	INTERLOCAL AGREEMENT WITH SPOKANE COUNTY		

**Agenda Wording**

Interlocal Cooperation Agreement between Spokane County for Hearing Examiner Services

**Summary (Background)**

Renewed interlocal agreement with Spokane County.

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DALTON, PAT	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	hearingexaminers@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL COOPERATION AGREEMENT )  
BETWEEN SPOKANE COUNTY AND THE )  
CITY OF SPOKANE FOR HEARING )  
EXAMINER SERVICES )

**RESOLUTION**

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

**WHEREAS**, pursuant to the provisions of RCW 36.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

**WHEREAS**, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

**WHEREAS**, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

**WHEREAS**, Spokane County and the City of Spokane have each adopted ordinance that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

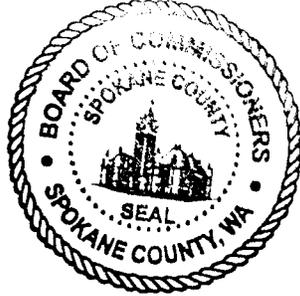
**WHEREAS**, David W. Hubert is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that either the Chair of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2020, and continuing unless otherwise terminated, to hear designated administrative or quasi-judicial matters when the requested party's Hearing Examiner

is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis or at a rate or sum as the Parties may mutually agree.

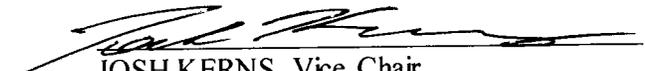
PASSED AND ADOPTED this 14th day of January, 2020.

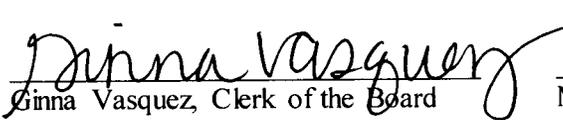
BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

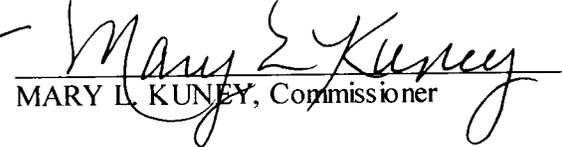


ATTEST:

  
AL FRENCH, Chair

  
JOSH KERNS, Vice Chair

  
Ginna Vasquez, Clerk of the Board

  
MARY L. KUNEY, Commissioner

Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, Washington 99201

City Clerk's No. \_\_\_\_\_



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

**RECITALS**

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, the City and County routinely employ as City and County employees Hearing Examiners who are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

-- In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind reciprocal basis. In the event that either party determines that the exchange of Hearing Examiner services between the parties is not reasonably equal in terms of hours of service, the parties may agree to pay for such services at a rate or sum as the parties may negotiate that reimburses the offering party for its costs including salary and benefits for the hearing examiner and administrative support. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked, and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. Each party shall report annually the number of hours of service of in-kind reciprocal Hearing Examiner services provided to the other party. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered an employee, agent, or representative of the other party when performing services pursuant to this Agreement.

**Payment shall be made payable to Spokane County** and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. **Payment shall be made payable to the City of Spokane** and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2020, and shall continue unless terminated sooner pursuant to Paragraph 9. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party may use any of its own equipment as a matter of convenience or for accuracy. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party

produce such documents for certification, subject to reimbursement from the appealing party for the costs involved.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of.

8. INDEMNIFICATION.

A. 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 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.

B. 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 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.

C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, 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.

D. 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.

E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

F. 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.

9. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, or posted on each of the parties' websites.

14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 14th day of January 2020.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

[Signature]  
CHAIR

[Signature]  
VICE-CHAIR

ATTEST:

[Signature]  
Ginna Vasquez, Clerk of the Board

[Signature]  
COMMISSIONER

Date: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Approved as to form:

\_\_\_\_\_  
City Clerk

[Signature]  
Assistant City Attorney

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

02/24/2020

<b>Date Rec'd</b>	1/23/2020
<b>Clerk's File #</b>	OPR 2018-0798
<b>Renews #</b>	

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Project #</b>	
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Bid #</b>	RFP 4500-18
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR21408
<b>Agenda Item Name</b>	5300 CERIUM SMARTNET 1ST YR RENEWAL OPTION		

**Agenda Wording**

Contract for the 1st of four one-year renewal options with Cerium Networks, Inc. for hardware maintenance and software support for Cisco Equipment. Requesting \$250,255.71 including tax. Term is January 1, 2020 - December 31, 2020.

**Summary (Background)**

Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products. This will be the 1st of four one-year renewal options mutually agreed upon between the City and Cerium.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ 250,255.71 including tax	# 5300-73400-18850-54804
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SLOON, MICHAEL	<b><u>Study Session</u></b>	Urban Exp 2/10/2020
<b><u>Division Director</u></b>	FINCH, ERIC	<b><u>Other</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<b><u>Additional Approvals</u></b>		Legal - modle@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		William Junkermier -	

## Washington State Department of Revenue

[Services](#)
[Business Lookup](#)
[CERIUM NETWORKS, INC.](#)

**License Information:**

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

**Entity name:** CERIUM NETWORKS, INC.  
**Business name:** CERIUM NETWORKS, INC.  
**Entity type:** [Profit Corporation](#)  
**UBI #:** 602-569-046  
**Business ID:** 001  
**Location ID:** 0001  
**Location:** Active  
**Location address:** 1636 W 1ST AVE  
 SPOKANE WA 99201-6010  
**Mailing address:** 1636 W 1ST AVE  
 SPOKANE WA 99201-6010  
**Excise tax and reseller permit status:** [Click here](#)  
**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Spokane General Business</a>	T11080789BUS			Active	Dec-31-2020	Oct-15-2012

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

Governing people	Title
HARRIS, JAMIE	
JUNKERMIER, ROGER	
JUNKERMIER, WILLIAM	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/23/2020 9:29:27 AM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2019

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).

<b>PRODUCER</b> Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(509) 838-3501</b>	FAX (A/C, No): <b>(509) 838-3511</b>	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  <b>CERIUM NETWORKS, INC.</b> 1636 W 1st Ave Spokane, WA 99201	<b>INSURER A : Atlantic Specialty Insurance Company</b>		<b>27154</b>
	<b>INSURER B : ACE American Insurance Company</b>		<b>22667</b>
	<b>INSURER C : Travelers Casualty and Surety Company</b>		<b>19038</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7110144360005	5/15/2019	5/15/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7110144360005	5/15/2019	5/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			7110144360005	5/15/2019	5/15/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4060436170003	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Cyber/Tech E&O			EON G29010286 002	10/29/2018	10/29/2019	\$75,000 Deductible	5,000,000
C	Crime			105615666	5/15/2019	5/15/2020	\$50,000 Deductible	1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	SmartNet hardware maintenance and software support for Cisco Equipment with Cerium Networks, Inc.
<b>Date:</b>	February 10, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Ongoing maintenance of hardware and software support for the City's Phone and Network System.  Utilizing Budget Account #5300-73400-18850-54804
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	December 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	All Cisco network equipment will receive operationally required security updates, software patches, 24/7/365 vendor technical support, and break-fix replacement.
<b>Background/History:</b>	
<p>Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products. This will be the 1<sup>st</sup> of four one-year renewal options mutually agreed upon between the City and Cerium.</p> <p>2019 amount was \$215,759.07 including tax. 2020 amount is \$250,255.71 including tax. There is an increase in cost due to capacity change and increase in cost of services.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• Contract for the 1<sup>st</sup> of four one-year renewal options with Cerium Networks, Inc. for hardware maintenance and software support for Cisco Equipment.</li> <li>• Requesting \$250,255.71 including tax for the 1<sup>st</sup> year renewal option of this contract.</li> <li>• Term is January 1, 2020 – December 31, 2020.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 of 4**  
**Title: CISCO SMARTNET SERVICES**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **CERIUM NETWORKS, INC.** whose address is 1636 West First Avenue, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide SmartNet hardware maintenance and software support for Cisco Equipment for the City; and*

*WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the 1st of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated December 20, 2018 and January 2, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

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

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED FIFTY THOUSAND TWO HUNDRED FIFTY FIVE AND 71/100 (\$250,255.71)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**CERIUM NETWORKS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Cerium Networks, Inc. January 28, 2020 Quote  
Certificate of Debarment



**Cerium Networks, Inc.**  
**1636 West 1st Avenue**  
**Spokane, WA 99201**  
 800-217-0933  
 csc@ceriumnetworks.com

**QUOTE**

**Project #** CERQ87592

**Date** 01/28/20

**Sales Rep.** Jeff Lynch

jlynch@ceriumnetworks.com

**Spokane Location:**  
 1636 West 1st Avenue  
 Spokane, WA 99201  
 800-217-0933

**Sold To:**

**City of Spokane**  
 Theresa Pellham  
 808 W. Spokane Falls Blvd.  
 7th Floor - City Hall  
 Spokane, WA 99201

**Ship To:**

**City of Spokane**  
 Theresa Pellham  
 808 W. Spokane Falls Blvd.  
 7th Floor - City Hall  
 Spokane, WA 99201

**Smartnet Renewal 2020**  
**Coterminous End Date 12/31/2020**

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1				
2		<b>Contract 2384749</b>		
3	1	SNTC 8X5XNBD (SNT)	\$67,556.74	\$67,556.74
4		SubTotal		\$67,556.74
5				
6		<b>Contract 90175098</b>		
7	1	SNTC 24X7X4 (SNTP)	\$30,944.99	\$30,944.99
8		SubTotal		\$30,944.99
9				
10		<b>Contract 202038905</b>		
11	1	SNTC TAC & IOS Updates with no hardware replacement (SW)	\$156.38	\$156.38
12		SubTotal		\$156.38
13				
14		<b>Contract 95703278</b>		
15	1	SNTC TAC & IOS Updates with no hardware replacement (SW)	\$29,512.78	\$29,512.78
16		SubTotal		\$29,512.78
17				
18		<b>Contract 200726210</b>		
19	1	SWSS UPGRADES Software Support plus Upgrades (ECMU)	\$100,953.93	\$100,953.93
20		SubTotal		\$100,953.93
21				
22				
23		<b>Contract 2384749</b>		
24	1	SNTC 8X5XNBD (SNT)	\$678.40	\$678.40

Property of Cerium Networks. This document is proprietary and confidential. This document is not to be copied or released without the permission of Cerium Networks. Quotation is valid for 30 days from date

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
25		SubTotal		\$678.40
26		Grand Total		\$229,803.22
27				
28	1	ESTIMATED SALES TAX @8.9%	\$20,452.49	\$20,452.49
			<b>Subtotal</b>	<b>\$250,255.71</b>

Any professional services pricing is budgetary and based on the current equipment configuration. A formal Design Assurance review and signed Scope of Project is required prior to final pricing delivery and contract acceptance.

Please contact me if I can be of further assistance.

City of Spokane Smartnet Renewal 2020

Coterminous End Date 12/31/2020

Please Note: There are devices that will go end of support before the end of this contract period. The End of Support Date is noted in column "G" in Red font.

Contract 2384749									
SNTC 8X5XNBD (SNT)									
Quan	Service Product Number	Product Number	Serial Number	Install Address	Begin Date	End Date	Each List	Ext List	Price
1	CON-SNT-AIRBAP15	AIR-AP1562E-B-K9	FGL2119B03Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 78.17	\$ 78.17	\$ 61.03
1	CON-SNT-CT255	AIR-CT2504-5-K9	PSZ19231EUR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 203.00	\$ 203.00	\$ 141.60
1	CON-SNT-AIRT5520	AIR-CT5520-K9	FCH2325V01Z	WEST 808 SPOKANE FALLS BLVD	22-AUG-2020	31-DEC-2020	\$ 980.00	\$ 980.00	\$ 778.06
1	CON-SNT-AIRT5520	AIR-CT5520-K9	FCH2325V02Z	WEST 808 SPOKANE FALLS BLVD	22-AUG-2020	31-DEC-2020	\$ 980.00	\$ 980.00	\$ 778.06
1	CON-SNT-AIRCT853	AIR-CT8510-300-K9	E2K8315	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 13,455.00	\$ 13,455.00	\$ 9,360.00
1	CON-SNT-AIRCT85	AIR-CT8510-HA-K9	E2VW857	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 7,176.00	\$ 7,176.00	\$ 4,992.00
1	CON-SNT-ASS50K9	ASA5505-50-BUN-K9	JMX184340LK	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 117.00	\$ 117.00	\$ 93.60
1	CON-SNT-ASS50K9	ASA5505-50-BUN-K9	JMX184340PB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 117.00	\$ 117.00	\$ 93.60
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX12012039	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX143221TM	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX143221TR	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX162820N9	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX173420PQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX173541CN	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX173541HB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1735212W	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX174540MX	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX174520TW	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX181240QX	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1815413G	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1815413K	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1815217P	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1815217Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX181620U4	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX181620ZY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX18162106	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1816210B	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1816210C	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1816210G	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1816210T	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1816211C	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1817411B	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX1817211Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX181820AS	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-BUN-K9	JMX181820AT	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 84.51	\$ 84.51	\$ 67.61
1	CON-SNT-ASS50K9	ASA5505-K8	JMX162240A0	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 82.00	\$ 82.00	\$ 65.60
1	CON-SNT-ASS506F	ASA5506-FTD-K9	JMX2101Y02N	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 119.00	\$ 119.00	\$ 95.20
1	CON-SNT-ASA5506K	ASA5506-K9	JMX192840YN	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 119.00	\$ 119.00	\$ 95.20
1	CON-SNT-ASA5506K	ASA5506-K9	JMX2002207T	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 119.00	\$ 119.00	\$ 95.20
1	CON-SNT-A155DK9	ASA5515-SSD120-K9	FTX182610RL	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-AUG-2020	\$ 642.45	\$ 642.45	\$ 772.00
1	CON-SNT-A155DK9	ASA5515-SSD120-K9	FTX182610RM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-AUG-2020	\$ 642.45	\$ 642.45	\$ 772.00
1	CON-SNT-ASA556F9	ASA5516-FPWR-K9	JMX2131Y2NC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 719.00	\$ 719.00	\$ 575.20
1	CON-SNT-ASA556F9	ASA5516-FPWR-K9	JMX2131Y2SB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 719.00	\$ 719.00	\$ 575.20
1	CON-SNT-A25FPK9	ASA5525-FPWR-K9	FTX2110W1RY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,261.98	\$ 1,261.98	\$ 947.06
1	CON-SNT-A25FPK9	ASA5525-FPWR-K9	FTX2110W1SO	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,261.98	\$ 1,261.98	\$ 947.06
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2102W06K	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,273.20	\$ 1,273.20	\$ 925.59
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2102W06M	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,273.20	\$ 1,273.20	\$ 925.59
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMD	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 746.00	\$ 746.00	\$ 596.80
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDM	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 746.00	\$ 746.00	\$ 596.80
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMD5	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 746.00	\$ 746.00	\$ 596.80
1	CON-SNT-C93004PA	C9300-4BP-A	FOC2221Q0TC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 721.86	\$ 721.86	\$ 505.62
1	CON-SNT-2951	CISCO2951/K9	FTX1633AKGT	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,308.00	\$ 1,308.00	\$ 1,046.40
1	CON-SNT-2951SEC	CISCO2951-SEC/K9	FTX1410AHGJ	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,306.00	\$ 1,306.00	\$ 1,046.40
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH194126KQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 56.00	\$ 56.00	\$ 44.80
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH194623L0	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 56.00	\$ 56.00	\$ 44.80
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH2205233J	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 56.00	\$ 56.00	\$ 44.80
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH221829MJ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 56.00	\$ 56.00	\$ 44.80
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2224DKVZ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 88.00	\$ 88.00	\$ 70.40
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2226DRCS	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 88.00	\$ 88.00	\$ 70.40
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2229D779	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 88.00	\$ 88.00	\$ 70.40
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2229D77S	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 88.00	\$ 88.00	\$ 70.40
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH223227TG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 60.72	\$ 60.72	\$ 44.80
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH223227TH	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 60.72	\$ 60.72	\$ 44.80
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH223227XM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 60.72	\$ 60.72	\$ 44.80
1	CON-SNT-CSKITPLU	CS-KITPLUS-K9	FGL225240HX	WEST 808 SPOKANE FALLS BLVD	04-JAN-2020	31-DEC-2020	\$ 1,597.35	\$ 1,597.35	\$ 1,125.41
1	CON-SNT-CTS5MCT2	CTS-MIC-TABL20	GET2246050S	WEST 808 SPOKANE FALLS BLVD	04-JAN-2020	31-DEC-2020	\$ 54.48	\$ 54.48	\$ 42.65
1	CON-SNT-CTS5MCT2	CTS-MIC-TABL20	GET224605FM	WEST 808 SPOKANE FALLS BLVD	04-JAN-2020	31-DEC-2020	\$ 54.48	\$ 54.48	\$ 42.65
1	CON-SNT-FMC2500K	FMC2500-K9	FCH2119V35E	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 7,587.79	\$ 7,587.79	\$ 6,070.23
1	CON-SNT-FMC2500K	FMC2500-K9	FCH2119V35F	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 7,587.79	\$ 7,587.79	\$ 6,070.23
1	CON-SNT-FPR21GFN	FPR2120-NGFW-K9	JMX2136V07S	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,600.00	\$ 1,600.00	\$ 1,280.00
1	CON-SNT-FPR21GFN	FPR2120-NGFW-K9	JMX2136V07T	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,600.00	\$ 1,600.00	\$ 1,280.00
1	CON-SNT-IE20001	IE-2000-16TC-G-N	FDO2148T007	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 383.52	\$ 383.52	\$ 261.12
1	CON-SNT-IE20001	IE-2000-16TC-G-N	FDO2209T0NK	808 W SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 383.52	\$ 383.52	\$ 261.12
1	CON-SNT-IE2K4GB	IE-2000-4TS-G-B	FDO2235J4TZ	808 W SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 131.00	\$ 131.00	\$ 89.60
1	CON-SNT-IE304TC	IE-3000-4TC	FOC130221PT	808 W SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 143.82	\$ 143.82	\$ 70.18







1	CON-ECMU-CCCR1LIC	CCX-11-CR-LIC		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 59.00	\$ 59.00	\$ 41.30
1	CON-ECMU-CCX11NLC	CCX-11-N-P-LIC		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 359.00	\$ 359.00	\$ 251.30
105	CON-ECMU-CCX11NLC	CCX-11-N-P-LIC		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 359.00	\$ 37,695.00	\$ 26,986.50
1700	CON-ECMU-ER11USR1	ER11-USR-1		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 2.00	\$ 3,400.00	\$ 2,380.00
1	CON-ECMU-VMWSW10	FS-VMW-10-SW-K9	73611784F21	WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 400.00	\$ 400.00	\$ 280.00
1	CON-ECMU-VMWSW2	FS-VMW-2-SW-K9		WEST 808 SPOKANE FALLS BLVD	11-JAN-2020	31-DEC-2020	\$ 97.26	\$ 97.26	\$ 70.00
4	CON-ECMU-LICXENHA	LIC-CUCM-11X-ENH-A		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 37.00	\$ 148.00	\$ 103.60
1700	CON-ECMU-UWLST1K	LIC-UWL-STD1K		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 56.00	\$ 95,200.00	\$ 66,640.00
3	CON-ECMU-SSLEDB	L-LIC-UWL-S-SLED-B		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 56.00	\$ 168.00	\$ 117.60
18	CON-ECMU-LMGMT3XM	L-MGMT3X-3K-K9		906 WEST MAIN AVENUE	02-JUN-2020	31-DEC-2020	\$ 12.25	\$ 220.50	\$ 153.72
2	CON-ECMU-LMGMT4KK	L-MGMT3X-4K-K9		906 WEST MAIN AVENUE	02-JUN-2020	31-DEC-2020	\$ 24.51	\$ 49.02	\$ 42.28
30	CON-ECMU-LMGMTAPK	L-MGMT3X-AP-K9		906 WEST MAIN AVENUE	02-JUN-2020	31-DEC-2020	\$ 12.25	\$ 367.50	\$ 256.20
1	CON-ECMU-LMGMBASE	L-MGMT3X-PI-BASE		906 WEST MAIN AVENUE	02-JUN-2020	31-DEC-2020	\$ 11.09	\$ 11.09	\$ 7.73
1	CON-ECMU-PI2XBASE	L-PI2X-BASE		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 19.00	\$ 19.00	\$ 13.30
1	CON-ECMU-P2XLF1H	L-PI2X-LF-100-U		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,799.00	\$ 1,799.00	\$ 1,259.30
1	CON-ECMU-P2XLF50	L-PI2X-LF-50-U		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,059.00	\$ 1,059.00	\$ 741.30
1	CON-ECMU-IPDEVUWL	L-PUB-IP-DEV-UWL		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 17.00	\$ 17.00	\$ 11.90
1	CON-ECMU-LWPI2X00	L-W-PI2X-100-U		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 1,799.00	\$ 1,799.00	\$ 1,259.30
1	CON-ECMU-RPI31SW9	R-PI31-SW-K9		WEST 808 SPOKANE FALLS BLVD	02-JUN-2020	31-DEC-2020	\$ 7.92	\$ 2.92	\$ 2.03
3	CON-ECMU-VMWV5SHL	VMW-V55-HYP-USEL		WEST 808 SPOKANE FALLS BLVD	01-JAN-2020	30-SEP-2020	\$ 67.32	\$ 201.96	\$ 141.37
							<b>ECMU Subtotal</b>	<b>\$ 146,433.25</b>	<b>\$ 100,953.93</b>

Contract 2384749									
SNTC 8X5XNBD (SMT)									
Quan	Service Product Number	Product Number	Serial Number	Install Address	Begin Date	End Date	Each List	Ext List	Price
1	CON-SNT-BE7HM40K	BE7H-M4-K9	FCH2015V1X2	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 424.00	\$ 424.00	\$ 339.20
1	CON-SNT-BE7HM40K	BE7H-M4-K9	FCH2015V23Q	808 WEST SPOKANE FALLS BLVD	01-JAN-2020	31-DEC-2020	\$ 424.00	\$ 424.00	\$ 339.20
							<b>Subtotal</b>	<b>\$ 848.00</b>	<b>\$ 678.40</b>
							<b>Total</b>		<b>\$ 229,803.22</b>
							<b>ESTIMATED SALES TAX @ 8.9%</b>		<b>\$ 20,452.49</b>
							<b>Grand Total</b>		<b>\$ 250,255.71</b>

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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



**Agenda Sheet for City Council Meeting of:**  
02/24/2020

<b>Date Rec'd</b>	2/12/2020
<b>Clerk's File #</b>	OPR 2017-0018
<b>Renews #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD & BUSINESS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CENDY X6147	<b>Project #</b>	
<b>Contact E-Mail</b>	CPFORTMILLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR21470
<b>Agenda Item Name</b>	0350-CONTRACT AMENDMENT WITH NORTHEAST COMMUNITY CENTER		

**Agenda Wording**

Contract amendment with Northeast Community Center for The ZONE project to leverage Ballmer Grant funding.

**Summary (Background)**

In order to leverage a grant from the Ballmer Foundation for the ZONE, the City agreed to provide an additional \$85,000 per year through 2021. This amendment covers 2020 and 2021 as well as remaining balance from 2019.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ 199,577.96	# 0350-57300-75500-54201
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY	<b><u>Study Session</u></b>	Finance 2/24/20
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	ccortright@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	cpfortmiller@spokanecity.org	
<b><u>Additional Approvals</u></b>		korlob@spokanecity.org	
<b><u>Purchasing</u></b>		drichardson@necommunitycenter.com	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

2019 amount was \$215,759.07 including tax. 2020 amount is \$250,255.71 including tax. There is an increase in cost due to capacity change and increase in cost of services.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**






**City of Spokane**  
**CONTRACT AMENDMENT**  
Title: **NORTHEAST COMMUNITY  
CENTER FUNDING**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NORTHEAST COMMUNITY CENTER ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as ("Northeast Community Center"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract on January 23, 2017 wherein the Northeast Community Center agreed to provide broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and*

*WHEREAS, additional funds are necessary to pay final 2019 invoices, and*

*WHEREAS, additional funding beyond the original contract amount became available that will be used to support the Zone Project in 2020 and 2021, thus the original Contract needs to be formally Amended; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated December 20, 2016 and February 2, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall begin on January 1, 2020 and end on December 31, 2021.

**3. COMPENSATION.**

The City shall pay the Northeast Community Center an additional **FOURTEEN THOUSAND SEVEN HUNDRED EIGHTY EIGHT AND 98/100 DOLLARS (\$14,788.98)** for final 2019 invoices; **EIGHT FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)** for 2020 and **EIGHT FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)** for 2021 for a total of **ONE HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED EIGHTY EIGHT AND 98/100 DOLLARS (\$184,788.98)** for everything furnished and done under this Contract Amendment relating to the

Zone Project. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**NORTHEAST COMMUNITY  
CENTER ASSOCIATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



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

02/24/2020

<b>Date Rec'd</b>	2/3/2020
<b>Clerk's File #</b>	OPR 2020-0153
<b>Renews #</b>	

<b>Submitting Dept</b>	PUBLIC WORKS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	RAYLENE 625-7909	<b>Project #</b>	
<b>Contact E-Mail</b>	RGENNETT@SPOKANECITY.ORG	<b>Bid #</b>	5215-20
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CM
<b>Agenda Item Name</b>	5200 - UTILITY CONCRETE REPAIR SERVICES CONTRACT		

**Agenda Wording**

Contract with Bacon Concrete (Spokane, WA) for Utility Concrete Repair Services not to exceed \$325,000.00 including tax to be used on an as-needed basis by the Street, Water & Hydroelectric Services, and Wastewater Maintenance departments.

**Summary (Background)**

Invitation for Public Works Bids #5215-20 was issued December 24, 2019 on the City's electronic bidding portal. Four bids were received by the closing deadline on January 13, 2020. Award is correspondingly recommended to Bacon Concrete for the 2020 service season as the low responsive, responsible bidder. The resulting contract will include annual renewal options at mutual consent up to a total term of four (4) years.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? YES	
Expense	\$ 325,000.00	# AS NEEDED
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	GENNETT, RAYLENE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 2/24/2020
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	DOCUSIGN: GREG BACON -	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	tprince@spokanecity.org; sjohnson@spokanecity.org	
<b><u>Additional Approvals</u></b>		rgennett@spokanecity.org;	
<b><u>Purchasing</u></b>	PRINCE, THEA	lsearl@spokanecity.org	
		ceharris@spokanecity.org	
		wateraccounting@spokanecity.org	
		aduffey@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment, & Sustainability

<b>Division &amp; Department:</b>	Public Works; 1100 Street, 4100 Water & Hydroelectric Services, 4310 Wastewater Maintenance Departments
<b>Subject:</b>	Utility Concrete Repair Services Contract
<b>Date:</b>	24 February 2020
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , x7909
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract is available in the Street, Water & Hydroelectric Services, and Wastewater Maintenance department budgets, as applicable.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	Water & Hydroelectric Services has utility cuts left over from 2019 pending concrete repair.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This contract is needed to support completion of utility cuts remaining from 2019 and in anticipation of utility cuts for the 2020 service season.
<b>Background/History:</b> Invitation for Public Works Bids #5215-20 for removal and/or replacement of damaged curb and gutter sections, cement concrete curbs, approaches, and ADA curb ramps on an as-needed basis was issued December 24, 2019 on the City's electronic bidding portal. Four bids were received by the closing deadline on January 13, 2020. Award is correspondingly recommended to Bacon Concrete for the 2020 service season as the low responsive, responsible bidder. The resulting contract will include annual renewal options at mutual consent up to a total term of four (4) years.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• Award Recommended to Bacon Concrete, Inc. (Spokane, WA)</li> <li>• Total Contract Value: Not to Exceed \$325,000.00 including tax</li> <li>• Contract Term: Through 2020 with optional annual renewals up to a total term of four (4) years</li> <li>• Purchase Competed on Public Works Bid Request #5215-20</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If new, specify funding source: N/A	
Other budget impacts: N/A	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specify changes required: N/A	
Known challenges/barriers: N/A	



**CITY OF SPOKANE - PURCHASING**  
 PHONE: 509.625.6400

PW ITB #5215-20	Description	UOM	Quantity	Bacon Concrete, Inc.	Cameron-Reilly LLC	Wm. Winkler Company	GC - NNAC Construction
<b>SCHEDULE A - (CITY PREPARED SITES)</b>							
#1	Minimum Location Fee	Each	1	\$600.00	\$900.00	\$1,000.00	\$2,750.00
#2	Cement Concrete Curb	Linear Foot	1	\$34.00	\$55.00	\$130.00	\$80.00
#3	Cement Concrete Sidewalk	Square Yard	1	\$80.00	\$100.00	\$49.00	\$90.00
#4	Cement Concrete Driveway	Square Yard	1	\$90.00	\$130.00	\$56.00	\$135.00
#5	Cement ADA Curb Ramp	Square Yard	1	\$120.00	\$130.00	\$200.00	\$150.00
#6	Exposed Aggregate Concrete	Square Yard	1	\$200.00	\$175.00	\$90.00	\$150.00
#7	Emergency Service (completed within 24 hours)	Each	1	\$700.00	\$1,800.00	\$3,000.00	\$5,500.00
<b>SCHEDULE B - (CONTRACTOR PREPARED SITES)</b>							
#1	Minimum Location Fee	Each	1	\$600.00	\$900.00	\$1,674.00	\$2,750.00
#2	Remove Current Concrete or Asphalt Sidewalk or Driveway	Square Yard	1	\$10.00	\$20.00	\$40.30	\$40.00
#3	Remove Existing Curb or Asphalt	Square Yard	1	\$10.00	\$25.00	\$40.30	\$50.00
#4	Cement Concrete Curb	Linear Foot	1	\$47.00	\$55.00	\$168.00	\$80.00
#5	Cement Concrete Sidewalk	Square Yard	1	\$95.00	\$100.00	\$92.75	\$117.00
#6	Cement Concrete Driveway	Square Yard	1	\$105.00	\$130.00	\$100.20	\$162.00
#7	Cement ADA Curb Ramp	Square Yard	1	\$125.00	\$130.00	\$238.00	\$177.00
#8	Exposed Aggregate Concrete	Square Yard	1	\$160.00	\$175.00	\$130.00	\$177.00
#9	Emergency Service (Completed within 24 hours)	Each	1	\$700.00	\$1,800.00	\$4,087.00	\$5,500.00



City of Spokane  
**PUBLIC WORKS MASTER CONTRACT**  
Title: **UTILITY CONCRETE REPAIR - ON CALL**

This Master Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington 99208 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 Utility Concrete Repair - On Call, selected via PW ITB 5215-20. Contractor agrees to complete concrete repair of the specified product within a maximum of thirty (30) calendar days of notice to proceed in accordance with the pricing provided below AND invoice within ten (10) business days of completion. Contractor also agrees to be responsive to emergencies (completed within twenty-four hours) as priced on the Pricing Responses.
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 Purchasing 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 March 1, 2020, and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three additional one year renewals.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. Total compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **THREE HUNDRED TWENTY**

**FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this under this on-call, as needed 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.

7. PAYMENT. The Contractor will send its applications for payment to the requesting City department. 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.

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

9. 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 Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

16. 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.

17. 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.

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.

**BACON CONCRETE, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**  
Certification Regarding Debarment

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

## Washington State Department of Revenue

[Services](#) [Business Lookup](#) [BACON CONCRETE, INC.](#)

### License Information:

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

**Entity name:** BACON CONCRETE, INC.

**Business name:** BACON CONCRETE, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-398-658

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 16510 N BRANNON LN  
SPOKANE WA 99208-8750

**Mailing address:** 16510 N BRANNON LN  
SPOKANE WA 99208-8750

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

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

### Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Cheney General Business - Non-Resident</a>	BUS2011-025			Active	Jun-30-2020	Jan-10-2019
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Jun-30-2020	Nov-04-2011
<a href="#">Spokane General Business</a>	T12011451BUS			Active	Jun-30-2020	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>				Active	Jun-30-2020	Apr-13-2005

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

Governing people	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 2/5/2020 2:26:31 PM

*Working together to fund Washington's future*



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

02/24/2020

<b>Date Rec'd</b>	2/3/2020
<b>Clerk's File #</b>	OPR 2019-0724
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2019-0271
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	TIM SIGLER 6055
<b>Contact E-Mail</b>	TSIGLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1680 - CATHOLIC CHARITIES RAPID REHOUSING FOR FAMILIES AMENDMENT

**Agenda Wording**

CHHS is requesting permission to disburse \$47,847 in additional Consolidated Homeless Grant (CHG) funds to an existing subrecipient agreement with Catholic Charities. The amount being disbursed exceeds 10% of the current agreement amount.

**Summary (Background)**

The Department of Commerce awarded City of Spokane \$6,126,390.26 in CHG funds for the period 7/1/19 to 6/30/21. This exceeds the anticipated award from Commerce used to calculate the funds available in the 5-Year Homeless Housing, Operations, and Services RFP. The additional funds must be allocated to rental assistance to maintain the state mandated minimum allocation to that budget categories for all CHG awards. See attached briefing paper.

<b>Fiscal Impact</b>	Grant related? YES	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ \$47,847.00	# 1540-95571-65410-54201-73902
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SIGLER, TIMOTHY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	Urban Experience
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	tsigler@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	tdanzig@spokanecity.org	
<b><u>Additional Approvals</u></b>		mrdavis@spokanecity.org	
<b><u>Purchasing</u></b>		cbrown@spokanecity.org	
<b><u>GRANTS &amp;</u></b>	BROWN, SKYLER	kburnett@spokanecity.org	
		chhsaccounting@spokanecity.org	

## CHG Amendment Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Consolidated Homeless Grant
<b>Date:</b>	01/30/20
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrDavis@spokanecity.org">mrDavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (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
<b>Strategic Initiative:</b>	Safe and Healthy / Reduce Homelessness
<b>Deadline:</b>	Effective Date for the agreement is 1/1/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to disburse \$47,847.00 in additional Consolidated Homeless Grant (CHG) funds to existing subrecipient agreement with Catholic Charities in order to fully allocate the City's award from the Dept. of Commerce.
<p><u>Background/History:</u> CHG is one of the constituent funding sources for the 5-Year Homeless Housing, Operations, and Services funding cycle. Because at least 36% of the award total for this grant must be allocated towards rental assistance, this funding source must be primarily used to fund Rapid Re-Housing programs. The City's CHG award exceeded projections for the 5-Year. In order to maintain to minimum allocation of 36% to rental assistance, these funds must be disbursed to existing CHG rental assistance programs. The two existing CHG rapid re-housing agreements are both receiving a portion of these additional funds, however the amount being disbursed to the Catholic Charities agreement exceeds 10% of the grant agreement's current total award amount and this requires City Council approval</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• The Department of Commerce awarded City of Spokane \$6,126,390.26 in CHG funds for the period 7/1/19 to 6/30/21</li> <li>• This exceeds the anticipated award from Commerce used to calculate the funds available in the 5-Year Homeless Housing, Operations, and Services RFP</li> <li>• The additional funds must be allocated to rental assistance to maintain the state mandated minimum allocation to that budget categories for all CHG awards.</li> <li>• Catholic Charities' current CHG-funded rental assistance agreement (OPR 2019-0724) amounts to \$412,968.</li> <li>• The amount being disbursed to this agreement (\$47,847) exceeds 10% of the current agreement amount.</li> <li>• CHHS is requesting permission to disburse the additional amount.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: N/A</p>	

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.



**City of Spokane**

**AGREEMENT AMENDMENT A**

Title: Rapid Rehousing for Families Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Catholic Charites of Eastern Washington**, whose address is 12 East 5<sup>th</sup> Avenue, Spokane, Washington 99201 as (“GRANTEE”).

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Rapid Rehousing for Families Program; and*

*WHEREAS, additional funding has been made available under the Program Year 2019 Consolidated Homeless Grant, Grantor Award # 20-46108-30; and*

*WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated August 30, 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 Agreement Amendment shall become effective on January 1, 2020.

**3. AMENDMENT.**

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by **FORTY SEVEN THOUSAND EIGHT HUNDRED FORTY SEVEN AND NO/100 DOLLARS (\$47,847.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FOUR HUNDRED SIXTY THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS (\$460,815.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

Category	Amount
Rental Assistance	\$258,461
Operations	\$183,958
Administration	\$18,396
TOTAL	\$460,815

**4. AMENDMENT.**

SECTION NO. 8.B.3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

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 B~~ Attachment 1 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 payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15<sup>th</sup> of each month for the previous month’s expenditures, using the forms provided by the CITY in ~~Attachment B~~ Attachment 1. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> 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](mailto: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 application 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 or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD 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.

- 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.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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

**CATHOLIC CHARITIES OF EASTERN WASHINGTON**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Attachment 1 – REVISED Grantee Billing Form  
Attachment 2 – Debarment Certification

## Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, 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.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

**The billing form 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.

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- Expense Period (should bill as monthly expenses, January, February, etc.)

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- 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.

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- Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The

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- Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or

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- 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 de minimis 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.

 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>2019-2024 HHOS Program</b>	<b>City Clerk #</b> <b>OPR 2019-0724</b>	<b>Vendor ID #</b> <b>012876</b>		
	<b>FMS Acct #</b> 1540-95571-65410-54201-73902			
<b>SUBMIT BILLING TO:</b>		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <b>Vendor/Claimant Certificate:</b> 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.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
<b>GRANTEE (Warrant is to be payable to:)</b>				
Catholic Charities 12 E. 5th Ave. Spokane, WA 99202				
<b>Grantee Certification</b>				
Project/Program:	Rapid Re-Housing for Families	<b>By:</b>		
Award Number:	20-46108-30	(SIGN IN INK)		
Grant Term:	07/01/2019 - 06/30/2024			
Indirect Cost Rate:	10% MTDC	(TITLE) (DATE)		
Expense Period:				
Billing Date		(EMAIL ADDRESS) (TELEPHONE NUMBER)		
	<b><u>A</u></b> Grant Budget	<b><u>B</u></b> Current Expense Request	<b><u>C</u></b> Total Previously Requested	<b><u>D</u></b> Grant Balance (A-B-C)
<b>EXPENSE Categories:</b>				
<b>RENTAL ASSISTANCE</b>				
Rent Payments	\$ 254,861.00	\$ -	\$ 136,691.69	\$ 118,169.31
Other Housing Costs	\$ 3,600.00	\$ -	\$ 1,637.50	\$ 1,962.50
<b>OPERATIONS</b>				
Facility support and Rent Assis. Op	\$ 183,958.00	\$ -	\$ 24,687.26	\$ 159,270.74
<b>ADMINISTRATION</b>				
Indirect Costs	\$ 18,396.00	\$ -	\$ 2,468.73	\$ 15,927.27
<b>GRAND TOTAL</b>	<b>\$ 460,815.00</b>	<b>\$ -</b>	<b>\$ 165,485.18</b>	<b>\$ 295,329.82</b>
Contract Amount (auto populated)	\$ 460,815.00	% Expended:	35.91%	
Total Expended to Date (auto populated)	\$ 165,485.18	% Remaining:	64.09%	
Contract Remaining Balance	\$ 295,329.82			
← Check box if final request.		<b>CHHS Approval:</b>		











**ATTACHMENT 2**

**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.

<u>Catholic Charities</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Rapid Rehousing for Families Program</u> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



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

02/24/2020

<b>Date Rec'd</b>	2/4/2020
<b>Clerk's File #</b>	OPR 2020-0154
<b>Renews #</b>	

<b>Submitting Dept</b>	MUNICIPAL COURT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	HOWARD 625-4450	<b>Project #</b>	
<b>Contact E-Mail</b>	HDELANEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0560 INTERLOCAL WITH SPOKANE COUNTY FOR JURY MANAGEMENT		

**Agenda Wording**

Interlocal agreement with Spokane County and Spokane County Superior Court for the sharing of jury management services from January 1, 2020 through December 31, 2022.

**Summary (Background)**

This agreement is between the City, County and Superior Court, whereby the Court provides shared jury management services between the county Superior Court, county District Court and Spokane Municipal Court. This results in better use of court resources and more efficient utilization of called juries.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DELANEY, HOWARD	<b><u>Study Session</u></b>	02/10/2020
<b><u>Division Director</u></b>	ANTUSH, MATTHEW	<b><u>Other</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	mantush@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	hdelaney@spokanecity.org	
<b><u>Additional Approvals</u></b>		aharte@spokanecity.org	
<b><u>Purchasing</u></b>		korlob@spokanecity.org	
		acallan@spokanecounty.org	

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT  
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE  
(January 1, 2020-December 31, 2022)**

**THIS AGREEMENT**, made and 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, 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 Blvd., Spokane, Washington 99201, hereinafter referred to as "CITY" and **Spokane County Superior Court**, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "COURT," jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

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

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

**WHEREAS**, the COURT maintains a Jury Management System ("System"); and

**WHEREAS**, the CITY is desirous of using the COURT'S System for its Municipal Court; and

**WHEREAS**, in conjunction with the CITY'S use of the System, the CITY agrees to pay a percentage of the administrative costs for such System, to include (1) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the COURT will provide System services to the CITY. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court. The terminology CITY'S Municipal Court shall mean that Court used by the CITY to meet its responsibilities under RCW 39.34.180.

## **SECTION NO. 2: DURATION**

This Agreement shall be effective at 12:01 A.M. on January 1, 2020, and run through 11:59 P.M. December 31, 2022, unless one or all of the PARTIES give notice of termination as provided for in Section No. 5 and Section No. 10 of this Agreement.

## **SECTION NO. 3: COST OF SERVICES AND PAYMENTS**

The CITY shall pay the COUNTY the actual costs for its use of the System as outlined below.

A. **Reimbursement.** Costs of the System shall be comprised of two components, namely (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

**(1) Costs for each jury panel requested.**

Costs for each jury panel requested shall be the actual costs to include jury fee, mileage, and all other costs directly attributable to the specific jury requested. These costs shall be the responsibility of the CITY once a jury is requested regardless of whether it is ever empanelled.

**(2) Administrative costs for management of the System.**

Administrative costs of the System shall include all costs incurred by the COURT in operating/providing the System for any calendar year to include:

Item (a): court personnel, Information Services Department personnel, computer equipment/printer and supply costs. Personnel costs will include (i) all cost of giving (COLA) adjustments as authorized by the COUNTY for persons providing the System and/or (ii) salary increases,

Item (b): Printing and postage costs,

Item (c): State Industrial Insurance costs,

Item (d): Cost for bus passes for jurors summoned on CITY cases, and

Item (e): Indirect costs.

Any increase in any administrative costs will be reflected in the current year's costs.

The CITY'S share of the administrative costs under Item 2 (a) above will be calculated by taking the total costs for Item 2 (a) for any calendar year and dividing it by the total number of jury panels requested in Superior, District and Municipal Court by all users of the System. This will provide a per jury panel administrative costs for Item 2 (a). The

CITY will then pay this per jury administrative costs for Item 2 (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item 2 (b) shall be determined by using the percentage of juror days served by Superior, District, and Municipal Courts in any calendar year. The CITY shall pay its proportionate share of such cost based on the number of juries requested.

The CITY'S share of the administrative costs under Item 2 (c) shall be determined by taking the per hour juror rate which the COURT pays for State Industrial Insurance and multiplying it by the total number of juror hours for persons who served as jurors for the CITY.

The CITY's share of the administrative costs under Item 2 (d) shall include the actual cost of bus passes for jurors summoned on CITY cases as well as the actual cost of parking on public lots within the Spokane County Courthouse complex for jurors called in to serve on CITY cases.

The CITY's share of the administrative costs under Item 2 (e) shall be determined by multiplying the indirect cost percentage calculated by the COUNTY Indirect Cost Plan by all other costs listed in this Agreement.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2020 and successive years for the use of the System in the preceding year. Payment by the CITY will be due thirty (30) days after receipt of the COUNTY'S invoice. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool. The CITY also agrees to pay juror fees and mileage on a monthly basis, parking costs on a monthly basis, state industrial insurance yearly along with administration costs. Indirect costs will be added to each monthly and annual billing.

#### **SECTION NO. 4: SERVICES PROVIDED**

The COUNTY, through the COURT, shall operate and provide the System to the CITY. The System is generally described as computer system maintenance, summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court.

#### **SECTION NO. 5: 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 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:

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

COURT: Spokane Superior Court Presiding Judge  
Spokane County Superior Court  
1116 West Broadway Avenue  
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative  
City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

Spokane Municipal Court Presiding Judge  
Spokane Municipal Court  
1110 West Mallon Avenue  
Spokane, Washington 99260

#### **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 one and the same.

#### **SECTION NO. 7: ASSIGNMENT**

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

#### **SECTION NO. 8: 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/COURT'S intentional or negligent acts or breach of its obligations under the 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/COURT, their 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 Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY/COURT, their 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. 9: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY/COURT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY/COURT for any purpose.

#### **SECTION NO. 10: MODIFICATION, WITHDRAWAL, NON-RENEWAL AND TERMINATION**

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

Any Party may withdraw from this Agreement upon a minimum of ninety (90) days written notice to the other PARTIES of intent to withdraw. Any Party may terminate this Agreement upon a breach by the other Party, provided the Party seeking to terminate the Agreement shall provide at least 30 days written notice and an opportunity to cure by the breaching Party.

Upon withdrawal or termination, the CITY shall be obligated to pay for only those System services rendered prior to the date of withdrawal or termination.

The withdrawal of the CITY from this Agreement shall not impose a requirement on the COUNTY/COURT to provide for the funding or handling of System services for cases that are filed after the effective date of withdrawal.

#### **SECTION NO. 11: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

#### **SECTION NO. 12: 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. 13: SEVERABILITY**

It is understood and agreed among the PARTIES 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 or conform to such statutory provision.

**SECTION NO. 14: 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. 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: AUDIT/RECORDS**

The COUNTY AND COURT shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The COUNTY and COURT shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**SECTION NO. 17: 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. 18: EXECUTION AND APPROVAL**

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

**SECTION NO. 19: 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. 20: THIRD PARTY BENEFICIARIES**

This Agreement is intended for the benefit of the COURT, CITY and COUNTY and not for the benefit of any third parties.

**SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES**

A. PURPOSE

See Section No. 1 above.

B. DURATION

See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

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

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site.

F. FINANCING.

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

G. TERMINATION.

See Section No. 10 above.

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

**DATED:** \_\_\_\_\_

SPOKANE COUNTY SUPERIOR COURT:

By: \_\_\_\_\_

Title: Presiding Judge \_\_\_\_\_

**DATED:** \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
AL FRENCH, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
JOSH KERNS, COMMISSIONER

**DATED:** \_\_\_\_\_

CITY OF SPOKANE

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

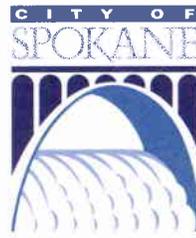
\_\_\_\_\_  
Deputy Civil Prosecutor

**DATED:** \_\_\_\_\_

CITY OF SPOKANE MUNICIPAL COURT:

By: \_\_\_\_\_

Title: Presiding Judge \_\_\_\_\_



February 3, 2020

City Clerk File No.:  
OPR 2020-0066

COUNCIL ACTION MEMORANDUM

RE: RESTATED INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES  
WITH SPOKANE COUNTY FOR SERVICES IN THE CITY OF SPOKANE

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, February 3, 2020, Council Member Kinnear stated she had a request from Council Member Burke to make sure that Police were involved (as part of the language under the Restated Interlocal Agreement). She noted she had Assistant Chief Justin Lundgren come up with wording. Council Member Kinnear requested the language be inserted into the Interlocal Agreement before it is approved. City Attorney Mike Ormsby indicated the proposed language is, as follows:

*"When a dangerous animal is not safely contained and poses an ongoing and imminent threat to the public, the Spokane Police Department shall be notified by SCRAPS and SPD will treat such instances as a priority patrol response. In the event that any SPD officer requests SCRAPS to assist with a dangerous animal, SCRAPS shall be notified and will treat such instances as a priority response. The investigation and enforcement of all laws pertaining to dangerous animals is the responsibility of SCRAPS."*

Council President Beggs inquired if there is a motion to add the language (as read by City Attorney Ormsby) into the agreement, and the following action was taken:

**Motion** by Council member Burke, seconded by Council Member Wilkerson, to so move (to add the language as read by City Attorney Ormsby); **carried unanimously.**

Council Member Burke stated there was a discussion to possibly not do a seven-year contract, and she suggested this matter be deferred for three weeks. The following action was taken:

**Motion** by Council Member Burke, seconded by Council Member Cathcart, to defer the Restated Interlocal Agreement for Animal Control Services with Spokane County for services in the City of Spokane (as amended above) for three weeks (from February 3, 2020) to February 24, 2020; **carried unanimously.**

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Terri L Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
02/03/2020

<b>Date Rec'd</b>	1/8/2020
<b>Clerk's File #</b>	OPR 2020-0066
<b>Renews #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	GAVIN COOLEY X6585	<b>Project #</b>	
<b>Contact E-Mail</b>	GCOOLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	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.

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

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

**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 through 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 its 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 1<sup>st</sup> of each year and running through December 31<sup>st</sup> 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 15<sup>th</sup> 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.

**SECTION NO. 34: 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 31<sup>st</sup> for the time frame from January 1<sup>st</sup> through June 30<sup>th</sup> of each calendar year this Restated Agreement is in effect and January 31<sup>st</sup> for the time frame from July 1<sup>st</sup> through December 31<sup>st</sup> 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) MISCELLANEOUS 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 allow 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

<b>Date Rec'd</b>	1/8/2020
<b>Clerk's File #</b>	ORD C35886
<b>Renews #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	GAVIN COOLEY 6585	<b>Project #</b>	
<b>Contact E-Mail</b>	GCOOLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	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.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense	\$ \$89,431	# 0020-88400-18900-54201
Expense	\$ \$20,569	# 0020-88400-18900-54201
Select	\$	#
Select	\$	#

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

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	<u>\$ 110,000</u>
TO:	0020-88400	General Fund	
	18900-54201	Contractual Services	<u>\$ 110,000</u>

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

02/24/2020

<b>Date Rec'd</b>	1/30/2020
<b>Clerk's File #</b>	ORD C35892
<b>Renews #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIM SIGLER 6055	<b>Project #</b>	
<b>Contact E-Mail</b>	TSIGLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1680 - DELAYED FUNDING FOR 2 PROJECTS IN CHHS FIVE-YEAR FUNIDNG		

**Agenda Wording**

The CHHS Department is requesting that City Council fund two projects that were recommended during the 5 Year Funding Cycle on 4/24/2019. The two projects are The Carlyle and the Home Yard Cottages. (Council Sponsor: CP Beggs)

**Summary (Background)**

The CHHS Department made two-year awards for all of the funded projects in the 5 Year RFP. This was done to create performance-based targets and benchmarks and to create the infrastructure to meet those needs. CHHS is requesting City Council to allocate by SBO \$280,000 for the next two years (\$140,000 for the operating term of 7/1/19 to 6/30/20 and \$140,000 for 7/1/20 to 6/30/21). After that time, CHHS should be able to fund these 2 projects for the remaining 3 years. See attached briefing paper

<b>Fiscal Impact</b>	Grant related? YES	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ 280,000.00	# 0100-99999-99999
Revenue	\$ 280,000.00	# 0300-53010-65410-54999
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SIGLER, TIMOTHY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	Urban Dev. 2/10/20
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	tsigler@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	tdanzig@spokanecity.org	
<b><u>Additional Approvals</u></b>		mdavis@spokanecity.org	
<b><u>Purchasing</u></b>		cbrown@spokanecity.org	
<b><u>BUDGET</u></b>	INGIOSI, PAUL	kburnett@spokanecity.org	
<b><u>GRANTS &amp;</u></b>	BROWN, SKYLER	chhsaccounting@spokanecity.org	

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
<b>Subject:</b>	Delayed Funding for 2 Projects in CHHS Five-Year Funding Awards
<b>Date:</b>	January 28, 2020
<b>Author (email &amp; phone):</b>	Tija Danzig (tdanzig@spokanecity.org, ext. 6052)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (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
<b>Strategic Initiative:</b>	Reduce Homelessness / Safe and Healthy
<b>Deadline:</b>	July 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is updating the Urban Development Committee on need to fund recommended applicants from the 2019 Five-Year Awards. Action and support needed for funds to issue two agreements for permanent housing projects for people experiencing homelessness.
<b>Background/History:</b> Historically, the City of Spokane has funded social services programming through one or two-year funding cycles. To increase the stability and performance of funded projects, the Community, Housing, and Human Services (CHHS) department implemented several funding cycle changes, the most significant being a shift to five-year funding commitments for service-based projects. After an 18-month long stakeholder engagement process, the five-year Request for Proposals (RFP) was opened on October 5, 2018 and closed on December, 21, 2018. The funded projects began on July 1, 2019, after an intensive application review, recommendation, and agreement process.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• The former CHHS Director submitted a briefing paper for a City Council Study Session on April 24, 2019 to outline the process, as well as to provide City Council with the recommendations of the Continuum of Care (CoC) Funding and RFP Committee and CoC Board. At that time, CHHS was requesting City Council to approve the funding recommendations as presented, including granting authorization to enter into agreements with funded partner agencies.</li> <li>• Based on City Council conversations, they determined to go forward with funding all but two of the projects based on the recommendations and available funding. At that time, City Council decided that two of the permanent housing projects could be held out, in favor of funding them with a different source (presumably funds potentially available through the City's participation activities outlined House Bill 1406) so that the available resources could be reallocated to shelter projects that needed additional resources as well. As such, the \$140,000 per year amount that was intended for the two permanent housing projects was reallocated by City Council for shelter. This decision was made, however, with the intention of both of these permanent housing projects being funded at their full recommended amount. Since this time, City Council learned that neither of these projects are eligible to be funded</li> </ul>	

under 1406 and, unfortunately, CHHS no longer has the resources to fund these projects in the initial two years of the award.

- The CHHS Department is requesting that City Council take immediate action to fund Pioneer Human Services and Transitions for the two projects that were recommended for funding during the Five-Year Funding Cycle on April 24, 2019. The recommended amounts were \$100,000 and \$40,000 respectively. This would add permanent housing capacity for our system and help alleviate the emergency need. Specifically, Pioneer Human Services proposed a re-entry project and Transitions proposed to serve women and families.
- The CHHS Department made two-year awards for all of the funded projects in the Five-Year RFP. This was done in an attempt to create performance-based targets and benchmarks and to create the infrastructure to meet those needs. As such, CHHS is requesting City Council to allocate by SBO \$280,000 for the next two years (\$140,000 for the operating term of July 1, 2019 to June 30, 2020 and \$140,000 for July 1, 2020 to June 30, 2021). After that time, the CHHS Department should be able to fund these two projects for the remainder of the three years of the award period.
- Please note that two contracts will follow for approval, once the SBO has made it through the process and been approved.

Budget Impact:

Approved in current year budget?  Yes  No

Annual/Reoccurring expenditure?  Yes  No

If new, specify funding source:

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 C35892

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	<u>\$ 280,000.00</u>
TO:	0300-53010- 65410-54999	Human Services Other Misc. Charges	<u>\$ 280,000.00</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from a significant and pressing need to fund two permanent housing projects to help alleviate emergency need in the community, 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:**

02/24/2020

<u>Date Rec'd</u>	2/11/2020
<u>Clerk's File #</u>	ORD C35893
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	TERI STRIPES X6597
<u>Contact E-Mail</u>	TSTRIPES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5200 - SPECIAL BUDGET ORDINANCE - URBAN UTILITY INSTALLATION

Agenda Wording  
 Changes in the appropriations of the Water & Hydroelectrical Services Fund.

Summary (Background)  
 In 2018, Council passed ORD C35632 and Administrative Policy 065-18-01 for the implementation of the Urban Utility Installation Program Assistance. Unfortunately, at the end of 2019 the remaining budget dollars were not encumbered. We do have outstanding contracts and need to bring those remaining 2019 budget dollars forward to 2020. No new funding has been allocated for projects not currently in the pipeline. This SBO and the projects in the pipeline exhaust the original \$500,000 budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 200,000		# 4100-99999-99999-28810
Revenue \$ 200,000		# 4100-42420-34145-54201
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Urban Experience 2/10/2020
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	smsimmons@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	aalbinmoore@spokanecity.org	
<u>Additional Approvals</u>		lmeuler@spokanecity.org	
<u>Purchasing</u>		tblack@spokanecity.org	
<u>BUDGET</u>	STOPHER, SALLY	tstripes@spokanecity.org	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works – Water/Wastewater and Planning Economic Development Team
<b>Subject:</b>	2019 Urban Utility Installation Program SBO
<b>Date:</b>	February 10, 2020
<b>Author (email &amp; phone):</b>	Teri Stripes X6597, Louis Meuler
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Urban Experience and PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p><b>Strategic Key Advancement of:</b></p> <p>Strategies and Tactics:</p> <ul style="list-style-type: none"> <li>• Invest in Key Neighborhoods and Business Centers; esp PDA’s</li> <li>• Invest in Key Public Amenities and Facilities</li> <li>• Maximize Public Assets</li> </ul> <p>Expected Outcomes:</p> <ul style="list-style-type: none"> <li>• Property values growing faster than historic averages</li> <li>• We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers</li> <li>• Total public/private investment and job growth is higher in targeted areas compared with the region</li> </ul> <p><b>Comprehensive Plan, Charter 7 Economic Development:</b></p> <p><b>ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES</b>  Goal: Ensure that an adequate supply of useable industrial and commercial</p> <ul style="list-style-type: none"> <li>• Property is available for economic development activities.</li> </ul> <p><b>ED 6 INFRASTRUCTURE</b>  Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane’s position as a regional center.</p> <p><b>ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE</b>  Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.</p> <ul style="list-style-type: none"> <li>• <b>ED 7.4 Tax Incentives for Land Improvement</b>  <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i></li> <li>• <b>ED 7.5 Tax Incentives for Renovation</b></li> </ul>

	<i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.</i>
<b>Strategic Initiative:</b>	Innovative Infrastructure – Maximize Public Assets
<b>Deadline:</b>	2/10/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Special Budget Ordinance to provide budget for the remaining Urban Utility Installation Program.
<u>Background/History:</u> In 2018, Council passed ORD C35632 and Administrative Policy 065-18-01 for the implementation of the Urban Utility Installation Program Assistance.	
<u>Executive Summary:</u> Unfortunately, at the end of 2019 the remaining budget dollars were not encumbered. We do have outstanding contracts and need to bring those remaining 2019 budget dollars forward to 2020. No new funding has been allocated for projects not currently in the pipeline. This SBO and the projects in the pipeline exhaust the original \$500,000 budget.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C35893

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 Water & Hydroelectrical Services 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 Water & Hydroelectrical Services Fund, and the budget annexed thereto with reference to the Water & Hydroelectrical Services Fund, the following changes be made:

FROM:	4100-99999	Water & Hydroelectrical Services Fund	
	99999-28810	Unappropriated Reserves	
			<u>\$ 200,000</u>
TO:	4100-42420	Water & Hydroelectrical Services Fund	
	34145-54201	Contractual Services	
			<u>\$ 200,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add additional funding to the 2020 budget for Urban Utility Installations that were appropriated in 2019 but not completed and encumbered, 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:**  
02/24/2020

<b>Date Rec'd</b>	2/4/2020
<b>Clerk's File #</b>	RES 2020-0013
<b>Renews #</b>	

<b>Submitting Dept</b>	STREETS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744	<b>Project #</b>	
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1100 - RESOLUTION FOR DRONE INSPECTION OF SUNSET BRIDGE		

**Agenda Wording**

Resolution for drone inspection of the Sunset Bridge in conjunction with the climbing inspection of the bridge in order to evaluate the use of this drone technology for bridge inspections (Council sponsors Beggs and Cathcart)

**Summary (Background)**

Drone inspection of this bridge for the purpose of evaluating the technology for future use. The drone will be deployed at no additional cost to the City. The drone inspection will be coordinated by Fickett Structural Solutions. They will be utilized to perform the inspection.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	HARRIS, CLINT E.	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES - 1/27/2020
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	pgarland@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	ceharris@spokanecity.org	
<b><u>Additional Approvals</u></b>		jlargent@spokanecity.org	
<b><u>Purchasing</u></b>		eschoedel@spokanecity.org	
		rmann@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Drone Inspection of Sunset Bridge
<b>Date:</b>	2/3/20
<b>Contact (email &amp; phone):</b>	<a href="mailto:Imalstrom@spokanecity.org">Imalstrom@spokanecity.org</a> 625-7749
<b>City Council Sponsor:</b>	Breean Beggs & Michael Cathcart
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	3/2/20
<b>Outcome:</b>	Drone inspection of the Sunset Bridge in conjunction with the climbing inspection of the bridge in order to evaluate the use of this drone technology for bridge inspections. We anticipate this work to take place during the week of March 9 <sup>th</sup> , 2020.
<u>Background/History:</u> PRENAV has presented a proposal to demonstrate the use of their drone technology for bridge inspections. They propose doing this at no cost to the City.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Drone inspection of this bridge for the purpose of evaluating the technology for future use.</li> <li>The drone will be deployed at no additional cost to the City.</li> <li>The drone inspection will be coordinated by Fickett Structural Solutions. They will be utilized to perform the inspection.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure?        Yes     No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**RESOLUTION 2020-0013**

A Resolution permitting the use of drone technology for the safety inspection of the Sunset Bridge Project.

WHEREAS, the City has entered into a contract with Fickett Structural Solutions (Contractor) to conduct a safety inspection of the Sunset Bridge; and

WHEREAS, the proposed safety inspection is to use PRENAV drone technology to fly and photograph under, over and around the bridge area and confirm effectiveness by use of climbers; and

WHEREAS, section 18.04.010 of the Spokane Municipal Code requires approval of City Council for any use of a drone by the City or any contractor of the City; and

WHEREAS, the Contractor has agreed to operational protocols for such drone technology as contained in Attachment "A"; and

WHEREAS, it is in the best interests of the City to use such drone technology for bridge inspections.

NOW, THEREFORE, BE IT RESOLVED, that the City's Street Department is authorized to contract with the contractor to use drone technology in order to perform safety inspections on the Sunset Bridge Project consistent with the operational protocols as outlined in Attachment "A".

Passed by the City Council this \_\_\_\_ day of February, 2020

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

ATTACHMENT "A"  
Proposed Drone Operation  
Sunset Bridge Project

1. Deployment of a drone will be at the Sunset Bridge during, or immediately prior to, a physical climbing inspection of the bridge. The purpose of using this drone is: (1) Using the drone can help direct the climbers to make the best use of their time; and (2) the drone company, PRENAV, claims to get more information regarding the physical characteristics of the bridge than a simple picture can show. The proposal is for the deployment of the drone during a physical bridge inspection by climbers to confirm and possibly demonstrate technology.
2. The proposed drone equipment is an aerial drone supplied by PRENAV.
3. The drone will be used solely to get footage of the bridge. It will be flown so as to get footage of the underside of the deck, up and down the faces of the piers and inside the abutments and piers of the Sunset Bridge.
4. The use of this drone will be a one-time event, used to evaluate this technology. The timing is weather dependent, but we would like to do this in spring 2020.
5. No footage of people will be deliberately captured in this effort. The Sunset Bridge is an urban bridge, used by vehicles and pedestrians and there is a public park under the bridge.
6. The footage from the drone will be provided to The City of Spokane Street Department and will be kept with the other inspection records for this bridge. As part of the inspection record for this bridge, the information gathered will be shared with State and Federal government agencies which are directly involved with the maintenance of bridge records. This information is public record and subject to public records requests.
7. There will be no equipment permanently attached to the bridge and no ongoing monitoring. This is a one-time event, which is being used to evaluate the technology for possible future inspections at this or other bridges in the City.
8. Information posting will be sent out through City Communication to normal public resources for awareness of the work.
9. The drone will flown by a company that will be responsible to get all appropriate permits for flying a drone in the neighborhood of two airports, including filing their flight plan for the flight.

At this time, the Street Department has no plans to acquire a drone. The proposal is to use a consultant service to obtain drone footage of one specific bridge.



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

01/13/2020

<u>Date Rec'd</u>	1/8/2020
<u>Clerk's File #</u>	ORD C35881
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2019-0115
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	COMMUNICATIONS
<u>Contact Name/Phone</u>	MARLENE FEIST X6505
<u>Contact E-Mail</u>	MFEIST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0330 - CABLE TELEVISION FRANCHISE WITH TDS METROCOM

Agenda Wording

Granting a non-exclusive Franchise Agreement to TDS Metrocom, LLC to use the public rights-of-way and other public places in the City of Spokane, for the purpose of providing cable television services with a variety of terms and conditions.

Summary (Background)

In November 2019, TDS Metrocom filed an application for a cable television franchise in the City. In December 2019, the Council approved Resolution 2019-0115 confirming that TDS has appropriate qualifications to receive a franchise. The City and TDS have completed negotiations and present this 10-year non-exclusive cable franchise for approval that would allow for competition to benefit the citizens and would match the anticipated terms of a new franchise for the existing cable provider.

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

Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	DELAY, JOHN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Other</u></b>	PIES 11/25/2019; Council 12/9/2019
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	tszambelan@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	mfeist@spokanecity.org	
<u>Additional Approvals</u>		jdelay@spokanecity.org	
<b><u>Purchasing</u></b>		andrew.petersen@tdstelecom.com	
		Josh.Worrell@tdstelecom.com	
		ywang@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Division &amp; Department:</b>	Communications Department
<b>Subject:</b>	Cable Franchise with TDS Metrocom
<b>Date:</b>	11/25/2019; updated 1/8/2020
<b>Contact (email &amp; phone):</b>	Marlene Feist; mfeist@spokanecity.org; (509) 625-6505
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Interim Communications Director
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This position supports joint Mayor-City Council Strategic Plan and its goals around technology availability and economic development.
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	First quarter 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of a resolution confirming that TDS Telecom meets the requisite qualifications for a cable franchise. Followed by approval of a cable franchise agreement with TDS Telecom.
<u>Background/History:</u>	
<p>TDS Metrocom is owned by Telephone &amp; Data Systems Inc., which is a Fortune 1000 company. TDS Metrocom has been operating competitive cable television franchises since 2007 and has systems in multiple states. TDS Metrocom has filed an application with the City of Spokane to acquire a cable television franchise within the City. SMC 10.27 details the process for awarding cable TV franchises and allows for multiple providers of such services. The City has traditionally had only one cable television provider, but the City only offers non-exclusive franchises for such services. City Council has been interested in attracting competition for these services to provide citizens with choice and potentially better pricing for such services. The franchise with the existing cable provider within the City of Spokane expired in November 2017 and is extended while negotiations for a new franchise proceed.</p>	
<u>Executive Summary:</u>	
<p>The City's Legal and Communications departments have been meeting with representatives of TDS Metrocom to discuss the company's interest in acquiring a cable television franchise to use the public right of way and provide services within the City of Spokane. The company has submitted a formal application for a cable franchise with the City and paid a \$10,000 application fee. Additionally, negotiations with TDS have proceeded to create a draft franchise that would allow for competition to benefit the citizens of Spokane and would match the anticipated terms of a new franchise for the existing provider.</p> <p>With this, and other cable television franchises, the City is working to ensure that our City has modern systems capable of serving the future needs and interests of our citizens and businesses. The City wants to ensure the availability of community programming, maintain our public right of way, and provide broad access to services.</p> <p>Here are the highlights:</p> <ul style="list-style-type: none"> <li>• Franchise Term Length: 10 years</li> <li>• Franchise Fee: 5 percent</li> <li>• Utility Tax: 6 percent</li> </ul>	

- PEG Channels: 6 channels (2 High-Definition and 4 Standard Definition Channels); CityCable 5 maintains the same locations as it does on other cable systems: Channel 5 in standard definition and Channel 325 in HD.
- PEG Financial Support: 0.7% of gross revenues for PEG Capital costs. These fees support the City's government-access channels as well as Community Minded TV and Education Access channels.
- Fee Payment Schedule: Quarterly for the first 3 years, monthly after that. Payments begin with the first quarter that TDS has gross revenues in Spokane.
- Technology Requirements: TDS has committed to construct an all-fiber, fiber-to-the-home cable television system with a minimum of 120 channels of video programming.
- Other: TDS will comply with the City's pavement cut policy and similar policies and will comply with the customer service and related standards found in SMC 10.27.

The City firmly believes that all citizens should have equal access to a competitive cable television service, but recognizes that building a competitive system throughout the City will take time. As such, the draft franchise includes detailed information on how TDS will roll out its service.

- Buildout Schedule & Terms:
  - *60 days after franchise begins:* The City and TDS will establish a mutually agreeable construction start date.
  - *5 Years from construction start date:* TDS shall be able to provide cable service to all residential units within what's called the Base Coverage Area, which is comprised of 70 percent of the City's dwelling units.
  - *Beyond that:* If TDS achieves a 35% penetration in the Base Coverage Area, the City can provide notice requiring the company to continue to expand its coverage area in 7 percent increments. Reviews will occur annually, and each expansion can take up to 24 months.

On December 9, 2019, Council approved a resolution certifying that TDS has adequate financial resources and technical capabilities to serve our community in this capacity. Now, staff is asking Council to consider approval of a franchise with the company.

Budget Impact:

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

If new, specify funding source:

Other budget impacts:

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:

**CABLE COMMUNICATIONS FRANCHISE  
BY AND BETWEEN  
CITY OF SPOKANE, WASHINGTON  
AND  
TDS METROCOM, LLC**

**November 12, 2019**

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## CABLE COMMUNICATIONS FRANCHISE

An Ordinance granting a non-exclusive Franchise Agreement to TDS Metrocom, LLC to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of constructing, maintaining, and operating a Cable System within the City for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.  
PURPOSE AND INTENT.

This Franchise Agreement is by and between the City of Spokane, a Washington municipal corporation (“City”), and TDS Metrocom, LLC (“Franchisee”).

WHEREAS, the City, pursuant to Chapter 10.27A of the Municipal Code of the City of Spokane, Washington (hereinafter “SMC 10.27A”), is authorized to grant one or more non-exclusive revocable Franchise Agreements to construct, maintain and operate a Cable System within the City; and,

WHEREAS, pursuant to SMC 10.27A and in accordance with Section 626 of the Cable Communications Policy Act of 1984, Franchisee has requested the grant of a Cable Communications Franchise Agreement, and after negotiations with Franchisee, the City has determined that it is in the best interest of the City and its residents to grant the Franchise Agreement with Franchisee; and,

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Franchisee; and,

WHEREAS, the City, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of said Franchisee; and,

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to grant the Franchise Agreement to the Franchisee to operate a Cable System within the confines of the City and on the terms and conditions hereinafter set forth; and,

WHEREAS, the Franchisee has agreed to be bound by the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the grant of the franchise pursuant to this Franchise Agreement, the Franchisee hereby promises to comply with the provisions of this Franchise Agreement and SMC 10.27A. In consideration of the Franchisee’s promises, the City hereby grants a franchise as hereinafter set forth:

SECTION 2.  
TITLE.

THIS AGREEMENT may be referred to as the “City of Spokane, Washington/TDS Metrocom, LLC Cable Communications Franchise Agreement.”

SECTION 3.  
DEFINITIONS.

For the purpose of this Franchise Agreement the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive. Words not defined shall be given their common and ordinary meanings.

- (A) “Access Channel” shall mean any Channel set aside for Non-commercial public use, educational use, or governmental use without a channel usage charge.
- (B) “Access User” shall mean any Person entitled to make use of an Access Channel consistent with the intended purpose of the Channel. [Cross reference SMC 10.27A.510]
- (C) “Base Coverage Area” means an area comprised of seventy percent (70%) of the Dwelling Units in the Franchise Area.
- (D) “Basic Cable Service” shall mean the most highly penetrated, separately-priced Service Tier that is available without the purchase of any other Service Tier and which includes the retransmission of local television broadcast signals.
- (E) “Cable Act” shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.
- (F) “Cable Service” or “Service” shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.
- (G) “Cable System” or “System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term shall not include:
  - (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
  - (2) a facility that serves only Subscribers without using any Public Right of Way;
  - (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such

facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. § 573; or

(5) any facilities of any electric utility used solely for operating its electric utility system.

(H) “Channel” shall mean bandwidth in the electromagnetic spectrum capable of carrying a television channel (as television channel is defined by FCC regulation).

(I) “City” shall mean the City of Spokane, Washington. For purposes of enforcement of any provision, “City” further means the City Administrator or their designee except where otherwise specified.

(J) “Complaint” shall mean a Subscriber written contact (via U.S. mail, email or other electronic means) with the Franchisee to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the scope of this Franchise Agreement or Ch. 10.27A SMC. A Complaint must be in writing but does not include initial contacts where an issue is promptly resolved to the Subscriber’s satisfaction.

(K) “Converter” shall mean an electronic tuning device which converts transmitted signals to a frequency which permits their reception on a television receiver.

(L) “Council” shall mean the legislative body of the City of Spokane, Washington.

(M) “Dwelling Units” means all residential single family and multi-family homes or units in the Franchise Area.

(N) “FCC” shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.

(O) “Franchise Agreement” or “Franchise” shall mean the nonexclusive right and authority to construct, maintain, and operate a Cable System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the City Council and executed by the City and a Franchisee.

(P) “Franchise Area” shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted. [Cross reference SMC 10.27A.720]

(Q) “Franchisee” shall mean TDS Metrocom, LLC, including any lawful successor, transferee or assignee of the original Franchisee.

(R) “Franchisee’s Service Territory” shall mean any area of the City where Dwelling Units are passed by Franchisee’s Cable System activated plant.

(S) “Franchise Fee” means consideration paid by Franchisee for the privilege to operate a Cable System in the Franchise Area in accordance with Section 622 of the Cable Act and federal law.

(T) “GAAP” means Generally Accepted Accounting Principles.

(U) “Gross Revenues” means all amounts derived by the Franchisee and/or an Affiliate from the operation of Franchisee’s Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- (1) Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
- (2) Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- (3) Fees paid to Franchisee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- (4) Converter, remote control, and other Cable Service equipment rentals, leases, or sales (but not revenues from equipment used exclusively for the provision of services that are not Cable Service);
- (5) Advertising Revenues as defined herein;
- (6) Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated in accordance with GAAP; and (2) Franchise fees;
- (7) Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.
- (8) “Advertising Revenues” shall mean amounts derived from sales of advertising on any Cable Service made available to Franchisee’s Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising.
- (9) “Gross Revenues” shall not include:
  - a) Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata

basis using Cable Services revenue as a percentage of total Franchisee revenues within the Franchise Area;

b) Any taxes and/or fees on services furnished by Franchisee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise Fee and the FCC user fee shall not be regarded as such a tax or fee;

c) Public, Educational and Governmental (PEG) Fees collected by Franchisee from Subscribers;

d) Contra expenses including but not limited to launch fees and marketing co-op fees to the extent consistent with GAAP; and

e) Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues to the extent consistent with GAAP.

(10) To the extent revenues are received by Franchisee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Franchisee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card. This calculation shall be applied to every bundled service package containing Cable Service from which Franchisee derives revenues in the City and shall be modified whenever a rate change occurs on any part of the bundled services. The City reserves its right to review and to challenge Franchisee's calculations.

(11) Franchisee reserves the right to change the allocation methodologies set forth in this definition to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). City acknowledges and agrees that Franchisee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the City reserves its right to challenge Franchisee's calculation of Gross Revenues, including Franchisee's interpretation of GAAP and Franchisee's interpretation of FASB, EITF and SEC directives. Franchisee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchisee-required document, identifying each revised section or line item as well as a detailed explanation on the first payment statement to the City of any change made to the allocation methodologies.

(12) The City acknowledges that Franchisee shall maintain its books and records in accordance with "GAAP" and subject to applicable laws.

(V) "Installation" shall mean the process necessary to connect the Cable System at the Subscriber's premises.

(W) “Lockout Device” shall mean an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.

(X) “Non-commercial” shall mean, in the context of Access Channels that products and services are not sold via the Access Channel. The term will not be interpreted to prohibit an Access Channel operator or programmer from independently (i.e. not in the context of any televised programming) soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the corporation for public broadcasting. An Access Channel operator or programmer may cablecast informational programming regarding City events, projects and attractions of interest to residents so long as the format for such programming is consistent with the purposes for which PEG resources may be used.

(Y) “Normal Business Hours” shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

(Z) “Normal Operating Conditions” shall mean those Service conditions which are within the control of Franchisee. Those conditions which are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. [Cross reference SMC 10.27A.700]

(AA) “Other Programming Service” shall mean information that a cable operator makes available to all Subscribers generally.

(BB) “PEG” shall mean public, educational and governmental.

(CC) “Person” shall mean an individual or legal entity, such as a corporation or partnership.

(DD) “Penetration Level” means the percentage obtained by dividing (x) the number of Franchisee’s Subscribers, by (y) the total number of Dwelling Units in Franchisee’s Service Territory (e.g.  $x/y = \text{Penetration Level percentage}$ ).

(EE) “Public Right of Way” or “Public Rights of Way” shall mean the surface of and the space above and below any public street, road, highway, path, sidewalk, alley, court, or easement now or hereafter dedicated and opened by the City for the purpose of public travel or public utilities. Use of skywalks may be subject to additional regulatory requirements consistent with the Spokane Municipal Code. In the case of any grant of authority or permission by the City to a cable operator however, this term shall not exceed the scope of the City’s interests or power to extend such grant.

(FF) “Section 621 Order” means the Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019.

(GG) “Service Tier” shall mean a specific set of Cable Services which are made available as a group for purchase by Subscribers at a separate rate for the group.

(HH) “Standard Installation” shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system. Franchisee shall comply with applicable FCC regulations regarding commercial Installations as may now or hereafter arise.

(II) “Subscriber” shall mean a member of the general public who receives broadcast programming distributed by a Cable System and does not further distribute it.

(JJ) “Unserved Area” means any area within the City where the Dwelling Units are not in the Franchisee’s Service Territory.

(KK) “Video Programming” shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(LL) “Wireline MVPD” means any entity, including the City, that utilizes the Public Right of Way to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City, which could also include the City. For purposes of this Franchise, the term “Wireline MVPD” shall not be limited to entities defined by the FCC as “multichannel video programming distributors” and shall include entities that provide multiple Channels of Video Programming via Open Video Systems, as defined by the FCC, but it is the intent of the Franchisee and the City that the term Wireline MVPD shall not include small cell providers, unless the City has the legal authority under applicable state and federal law to regulate or to impose cable franchise obligations upon such small cell providers.

#### SECTION 4. GRANT OF AUTHORITY.

(A) There is hereby granted by the City to the Franchisee, for a period of ten (10) years from and after the first day of the first month following enactment, the right, and privilege to have, acquire, construct, reconstruct, use, operate, own and maintain a Cable System for the Franchise Area, subject to applicable law, to the terms and provisions of Section 9(C) herein, and to the conditions and restrictions as hereinafter provided. No privilege or power of eminent domain is bestowed by this grant of authority.

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to use the City’s Public Rights of Way for the purposes of this Franchise Agreement.

SECTION 5.  
AUTHORITY NOT EXCLUSIVE.

The grant of authority for use of the City's Public Rights of Way, as conferred in Section 4 hereof, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, Installation, construction, reconstruction, operation, maintenance, dismantling, testing, repair or use of a Cable System within the City. Additionally, the Franchisee shall respect the rights and property of the City and other authorized users of Public Rights of Way. Disputes between the Franchisee and other parties over the use, pursuant to this Franchise Agreement, of the Public Rights of Way shall be submitted to the City Engineer for resolution.

SECTION 6  
COMPETITIVE EQUITY.

(A) The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or other Wireline MVPDs. The City intends to treat Wireline MVPDs in a nondiscriminatory manner to the extent permissible under applicable state and federal law. If, following the effective date of this Franchise, the City grants such an additional franchise or authorization to a Wireline MVPD and Franchisee believes the City has done so on terms materially more favorable than the obligations under this Franchise, then the provisions of this Section 6 will apply.

(B) As part of this Franchise, the City and Franchisee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Franchisee at a significant competitive disadvantage if not required of a Wireline MVPD: the obligation to pay to the City a Franchise Fee consistent with Section 30 of this Franchise, Gross Revenues as provided for and defined in this Franchise, and the obligation to comply with requirements in this Franchise regarding complimentary services, PEG funding, PEG Access Channels, records and reports, security instruments, audits, dispute resolution, remedies, notice and opportunity to cure, and customer service obligations (hereinafter "Material Obligations"). The City and Franchisee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are materially equivalent.

(C) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Franchisee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Franchisee agree that they will use best efforts in good faith to negotiate Franchisee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations,

then the City shall amend this Franchise to include the modifications. If the City and Franchisee fail to reach agreement in such negotiations, Franchisee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Franchisee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Franchisee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

(D) In the event the City disputes that the Material Obligations are different, Franchisee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Franchisee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(E) Nothing in this Section 6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

(F) To the extent the City has legal authority to grant a franchise or similar authorization to a wireless provider of Cable Service, the competitive equity rights provided by this section shall apply with respect to Material Obligations imposed in such franchise or other similar agreement. In the event of a dispute regarding the City's legal authority, Franchisee shall have the burden to demonstrate that such authority exists.

#### SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of SMC 10.27A.380 to the extent consistent with the provisions of the Cable Act.

#### SECTION 8. [RESERVED].

SECTION 9.  
AGREEMENT, ACCEPTANCE, AND INCORPORATION OF SMC 10.27A.

(A) Franchisee acknowledges and accepts the right of the City to grant Franchisee this Franchise under current federal, state and local law. Franchisee agrees it shall not now nor at any time hereafter challenge this right, including in any state or federal court, provided that Franchisee reserves its right to seek changes in federal, state, or local law governing the right of City to grant this Franchise and to challenge the City's right to grant this Franchise based on changes in current federal, state, or local law that take effect subsequent to the effective date of this Franchise Agreement.

(B) Franchisee's rights hereunder are subject to the lawful and reasonable exercise of the City's police power consistent with federal, state, or local law. It is understood that the City may at any time enact any ordinance which may impact the Franchisee in its operation of the Cable System, provided that such ordinance constitutes a proper exercise of the City's police power, consistent with federal, state or local law.

(C) Franchisee acknowledges as of the time of acceptance of this Franchise Agreement that it has reviewed the Spokane City Charter relating to franchises and the use of the Public Right of Way and Ch. SMC 10.27A and accepts them as lawful exercises of City regulatory powers over the Public Right of Way. The parties acknowledge that the City may modify its regulatory policies throughout the term of this Franchise Agreement. Franchisee agrees to comply with such lawful policies except when there is a conflict with Franchisee's rights negotiated hereunder. Franchisee reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

SECTION 10.  
[RESERVED].

SECTION 11.  
TIME IS OF THE ESSENCE TO THIS AGREEMENT.

Whenever this Franchise Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, related to a material Franchise requirement, such time shall be deemed of the essence. Any failure of the City to promptly enforce the time for an act to be performed in the past shall not be deemed a waiver of the City's right to require timely performance in the future.

SECTION 12.  
TAXES.

As is consistent with applicable law, nothing contained in this Franchise Agreement shall be construed to except the Franchisee from any tax, liability or assessment authorized by law or from provisions of Titles 4 and 8 of the Spokane Municipal Code.

SECTION 13.  
FRANCHISE AGREEMENT.

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

SECTION 14.  
RENEWAL.

Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), as amended.

SECTION 15.  
CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT.

(A) The Franchisee shall construct an all fiber, fiber to the home, Cable System. Franchisee shall provide a Cable System that shall be capable of providing a minimum of one hundred twenty (120) Channels of Video Programming to its Subscribers in the Franchise Area. Active and passive devices are capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards. Cable System nodes are designed for future segmentation as necessary to maximize shared bandwidth. During the term of this Franchise Agreement, the Franchisee agrees to maintain the Cable System in a manner consistent with these specifications or better.

(B) All Franchisee activity in the Public Right of Way, and other public places where applicable, must be in accord with the Standard Specifications (WSDOT 2004, as amended or current equivalent) applicable to civil works in the Public Right of Way, including any generally applicable Supplemental Specifications as now or hereafter approved by the City Engineer and any other state and local regulations. All such construction, Installation and maintenance must also comply with the National Electrical Safety Code, the Washington State Electrical Construction Code, the National Electrical Code as adopted by the City and good and accepted industry practices.

[Note: at the time of adoption of this section, the generally approved Standard Specifications is that edition published by the Washington State Department of Transportation (WSDOT), “Standard Specifications for Road, Bridge and Municipal Construction, 2016, M 41-10”, as amended].

(C) The Franchisee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R. Part 76, Subpart K, as may be amended from time to time. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC’s rules.

(D) In accordance with applicable law, the City shall have the right to regulate and inspect the construction, operation and maintenance of the Cable System in the Public

Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee. [Cross reference SMC 10.27A.600 - 10.27A.680 regarding construction standards which are also applicable.]

SECTION 16.  
CABLE SERVICE.

(A) Franchisee acknowledges the City's desire for all residents in the Franchise Area to benefit from competitive Cable Service offerings. The City acknowledges that requiring Franchisee, as a second market entrant, to initially buildout all of the Franchise Area as a condition of receiving a cable franchise may be economically prohibitive and could be construed as a barrier to entry for competitive cable service in the City. Accordingly, the parties agree to implement the following procedure for the expansion of Franchisee's Cable System within the Franchise Area.

(1) Within sixty (60) days following the effective date of this Franchise, the City and Franchisee shall establish a mutually agreeable construction start date that takes into account such time as is reasonably necessary for Franchisee to issue Requests for Proposals relating to the construction of the Cable System. No later than five (5) years from the agreed upon construction start date, Franchisee's Cable System shall be capable of providing Cable Service to all of the Dwelling Units in the Base Coverage Area requesting Cable Service, provided however that the Franchisee may request, and the City shall not unreasonably withhold its approval of, extensions of this deadline based on construction delays caused or contributed to by unforeseen events outside Franchisee's control, including but not limited to events described in Section 35(A).

(2) After completion of the Base Coverage Area, the City may require Franchisee to expand Franchisee's Cable System in accordance with the terms of this Section 16(A)(2). No more than once a year, after receipt of a written request from the City, Franchisee shall provide a report showing the current Penetration Level in Franchisee's Service Territory. If the Penetration Level is thirty-five percent (35%) or greater, the City may require Franchisee to expand its Cable System to cover an additional seven percent (7%) of the Unserved Area by delivering written notice to Franchisee. Upon receipt of such notice, Franchisee shall have twenty-four (24) months to meet such expansion requirement. Franchisee shall determine which portion of the Unserved Area it will serve.

(3) Once Franchisee has extended its Cable System to cover ninety-five percent (95%) of the Franchise Area in accordance with Section 16(A)(2) above, the Franchisee shall make available Cable Service distributed over the Cable System when Dwelling Units can be served by extension of the System past Dwelling Units equivalent to a density of seven (7) Dwelling Units per one-quarter (1/4) mile of cable contiguous to the System. Franchisee may petition the City for

a waiver of this requirement, such waiver to be granted for good cause shown. Such extension shall be at Franchisee's cost. In areas not meeting the requirements of seven (7) or more Dwelling Units per one-quarter (1/4) mile, for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. If such Dwelling Unit is located within one hundred twenty-five (125) feet of Franchisee's feeder cable, the Cable Service will be provided at Franchisee's published rate for Standard Installations.

(4) Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Franchisee having legal access to any such Subscriber's Dwelling Unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions.

(B) In order to permit the City to monitor and enforce the provisions of Section 16(A) above, as well as other provisions of this Franchise, the Franchisee shall, commencing ninety (90) days after the effective date, and continuing throughout the term of this Franchise, meet quarterly with the City, unless otherwise specified by the City, and provide reports and make available maps showing the City the Franchisee's progress towards compliance with Section 16(A).

(C) Consistent with SMC 10.27A.720, areas subsequently annexed shall be provided with Cable Service in accordance with the formula set forth in Section 16(A) herein.

(D) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Standard Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one hundred twenty-five (125) feet.

(E) Subject to Section 35(D) of this Franchise Agreement and upon request through the designated City representative, the Franchisee shall provide, without charge and throughout the term of this Franchise Agreement, one (1) outlet, one (1) Converter, if necessary, and Digital Starter Service programming (including the PEG Channels) to the public buildings listed in Exhibit A (provided such buildings are then passed by Franchisee's cable system), attached hereto ("Complimentary Service") and not currently receiving service from another franchised cable operator. However the City shall have the right to request the disconnection of the other franchised cable operator and require Franchisee to meet the free service obligation provided the City maintains a fair

distribution of service to public buildings between all franchised cable operators in the City.

(1) If the drop line to such building exceeds a Standard Installation drop of one hundred twenty-five (125) feet, the Franchisee will accommodate the drop up to three hundred (300) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided, the City or other agency agrees to pay the incremental cost of such drop in excess of one hundred twenty-five (125) feet or the necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.

(2) The Complimentary Service outlets will not be located in areas open to the public excepting one (1) outlet to be located in a public lobby in City Hall that will be used exclusively to allow the public to view Council meeting broadcasts and other governmental programming appearing on that Channel. The City will take reasonable precautions to prevent any inappropriate or unlawful use of the Franchisee's Cable System that results in any loss or damage to the Cable System or exposes Franchisee to any third-party claims of liability arising from such inappropriate or unlawful use. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Complimentary Service required by this section.

(3) If additional outlets of Complimentary Service are provided to such buildings, the building occupant will pay the usual Installation fees, if any.

#### SECTION 17. PROGRAMMING.

(A) Subject to the provisions of this Section 17, the City shall not interfere with the Franchisee in the Franchisee's exercise of its discretion regarding the addition, deletion, or realignment of the Channels of Video Programming carried on the Cable System.

(B) To the extent required by applicable federal law, and in any manner allowed by applicable federal law, Franchisee will notify City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, provided that in the case of a channel addition, deletion or realignment occasioned by the interruption or cessation of a Channel or Channels of Video Programming due to a technical or other equipment failure beyond the Franchisee's control or the refusal of the vendor of the Video Programming to extend or renew an expiring agreement for the carriage of such Video Programming Channel, the Franchisee will give such notice within a reasonable period of time after such interruption or cessation of service.

(C) Franchisee will provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

(1) Educational programming;

- (2) News, weather and information;
- (3) Sports;
- (4) General entertainment including movies;
- (5) Children, family oriented;
- (6) Arts, culture and performing arts;
- (7) Foreign language programming; and
- (8) Science/documentary.

(D) Except where the elimination of Video Programming is not within the Franchisee's control (as described in subsection (B)), the Franchisee may not eliminate any broad category of programming noted in subsection (C) without first requesting the written approval of the City, such approval not to be unreasonably withheld. In the event that the City makes an adverse determination with respect to a request to eliminate a broad category of programming, such determination shall be in writing, along with a concise statement of the reasons therefore. In the event the City fails to make a determination within sixty (60) days after receipt of a request from Franchisee, Franchisee shall have the right to make the deletion contained in its written request. Cross reference SMC 10.27A.905.

#### SECTION 18. RATES.

(A) Throughout the term of this Franchise Agreement and upon request, the Franchisee shall provide annually an updated rate card to the City that details applicable rates and charges for Cable Services provided under this Franchise Agreement. This does not require the Franchisee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before increasing any rates and charges. Franchisee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, franchise fee or other fees, tax, assessment or charge of any kind imposed by the City or any other governmental entity on the transaction between the Franchisee and the Subscriber.

(C) City may regulate rates for the provision of Cable Service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the City chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The City shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations. City reserves the right to regulate rates for any future Cable Services to the maximum extent allowed by law.

#### SECTION 19. ACCESS AND LOCAL PROGRAMMING.

(A) Access Channels.

(1) Franchisee shall dedicate six (6) Channels for PEG use by the City. Use of the PEG Channels shall be determined in City's sole discretion. At such time as Franchisee first provides Cable Service to its first Subscriber in the City, Franchisee shall carry two (2) of the PEG Channels in high-definition ("HD") format and four (4) channels in standard definition ("SD") format. For purposes of this Franchise, HD format shall mean a display resolution of at least 1080 lines (progressive) that is supported by Franchisee on the Cable System, including the Franchisee's terminal device(s) provided to Subscribers for HDTV use. If Franchisee supports more than one such HD resolution, the City shall have the right to specify which of those formats supported by Franchisee shall be used for the PEG Channels.

(2) Franchisee shall ensure that any PEG Channels carried in HD format pursuant to subsection (1) can also be viewed in standard definition (non-HD) format by Subscribers who do not receive HD service or do not have HD equipment, with the same quality and functionality as commercial channels of the same format, whether through simulcasting the programming in SD and HD, or by means of another technical solution used by Franchisee for other commercial programmers carried on the channel lineup.

(3) At any time during the term of this Franchise, the City may at its sole discretion, upon one hundred twenty (120) days' advance written notice to Franchisee, require Franchisee to carry any one of the four (4) SD PEG Channels referenced in subsection (1) in HD format subject to the same requirements as set forth in subsections (1) and (2) above.

(4) City shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair. Franchisee shall provide City with the ability to verify that the PEG programming which the City provides on the PEG Channels is actually received by Franchisee. To that end Franchisee shall provide the City with "confidence feeds" at each City playback location that will permit the City to view only the PEG Access Channels for the purpose of verifying the audio and visual level of the PEG programming on each PEG Channel is correct.

(5) The Franchisee shall provide the PEG Access Channels as part of the Basic Cable Service provided to any Subscriber so that the PEG Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service Tier. If Channels are selected through a menu system, the PEG Access Channels shall be displayed as prominently as commercial programming choices offered by Franchisee.

(B) Regional Channel. The City shall have the right to use one (1) of the existing PEG Access Channels as a regional channel if desired by the City. Franchisee shall cooperate with City to accommodate such regional channel.

(C) PEG Access Channel Location. Franchisee shall make commercially reasonable efforts to maintain one (1) of the PEG Access Channels as Channel 5 (SD) and Channel 325 (HD) on the Franchisee's Channel lineup. Franchisee shall make commercially reasonable efforts to maintain one (1) additional PEG Access Channel as Channel 14 (SD) and Channel 326 (HD) on the Franchisee's Channel lineup, or otherwise maintain adjacent positions to each other in the channel lineup.

(1) Franchisee shall make commercially reasonable efforts to minimize Channel location movements for PEG Access Channels, and shall make reasonable commercial efforts to locate Access Channels in a manner that is easily accessible to Subscribers. For new HD Access Channels that are provided pursuant to this Franchise, Franchisee shall make reasonable commercial efforts to assign the Access Channels a number near the other HD local broadcast stations if such channel positions are not already taken, or if that is not possible, near HD news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

(D) PEG Access Channel Quality.

(1) With respect to signal quality, Franchisee shall not be required to carry an Access Channel in a higher quality format than that of the Channel signal delivered to Franchisee, but Franchisee shall distribute the Channel signal without material degradation. There shall be no restriction on Franchisee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Franchisee may implement HD carriage of PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the Subscriber that is reasonably comparable and functionally equivalent to similar commercial HD Channels carried on the Cable System. Franchisee agrees that in no event will the PEG Access Channels be transmitted in a manner different than other commercial channels offered by Franchisee on the basic service tier.

(2) In the event the City believes and provides evidence that Franchisee has failed to meet this standard, the City will notify Franchisee of such concern, and Franchisee will respond to any complaints in a timely manner. Disputes under this section shall be addressed through the Franchise enforcement procedures set forth in Section 24. Upon reasonable written request by the City or any authorized access provider (but not a user of the community Access Channel), Franchisee shall verify that Access Channel signal delivery to Subscribers is consistent with the requirements of this section.

(E) The City shall implement and enforce policy directives and terms of use requirements that all users of public access facilities and public Access Channel(s) assume complete responsibility for the content of programming prepared at public access facilities and/or cablecasts on the public Access Channel(s). The parties agree that clearance for use of copyrighted material shall be the sole responsibility of the access

user. The City shall require that all public access users indemnify and hold the Franchisee and the City of Spokane harmless from all liability of any kind whatsoever, including the costs of legal defense arising from the use of facilities, channel(s) or access time by the user.

(F) PEG Fee.

(1) Upon commencement of Cable Service by Franchisee to its first Subscriber in the City and through the end of the term of this Franchise, the Franchisee shall collect and remit to the City zero point seven percent (0.7%) of Gross Revenues (the "PEG Fee") to be used for PEG access capital costs in accordance with applicable federal law. The PEG Fee shall be remitted to the City in the same manner and at the same time as the Franchise Fee.

(2) The City shall allocate all amounts under this paragraph to PEG capital uses exclusively.

(3) The PEG Fee is not intended to represent part of the Franchise Fee and are intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other applicable laws. So long as the PEG Fee is used by the City as permitted by applicable federal law, and this Franchise, Franchisee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee, unless otherwise mandated by applicable law.

(4) Within ninety (90) days and upon request, the City shall provide the Franchisee with documentation showing expenditures for PEG capital use of the previous year's PEG Fee funding and showing the budgeted use of the current year's PEG funding. In the event the City cannot demonstrate that PEG Fee funding was used or budgeted for PEG capital needs, Franchisee's PEG Fee funding obligations going forward shall be reduced by an equivalent amount.

(5) All PEG Access Channels shall be provided as a part of Franchisee's Basic Cable Service or its equivalent. Franchisee shall make every reasonable effort to coordinate the cablecasting of PEG access programming on the Cable System on the same Channel designations as such programming is currently cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days' written notice to the City by Franchisee, except for circumstances beyond Franchisee's reasonable control.

(G) Guide Selection. Franchisee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with applicable laws so that Subscribers will have ready access to PEG Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Franchisee will make available to City the ability to place PEG Access Channel

programming information on the interactive Channel guide via the electronic programming guide (“EPG”) vendor (“EPG provider”) that Franchisee utilizes to provide the guide service. Franchisee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG and the City will be responsible for providing PEG Access content in a format that is compatible with the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Franchisee is not responsible for operations of the EPG provider. Franchisee shall, to the maximum extent possible, make available to the City any price discounts Franchisee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with applicable law.

(H) PEG Access Programming Connectivity.

(1) Prior to the date on which Franchisee first provides Cable Service to its first Subscriber in the City, Franchisee shall meet with the City to discuss and reach mutual agreement on the most efficient means by which Franchisee, without having to extend its facilities beyond areas then passed, can connect with and obtain access to existing transport paths used for PEG Access programming in order to enable the transmission of PEG Access programming over the Cable System.

(2) In the event the parties are not able to reach mutual agreement pursuant to Section 19 (H)(1) above, Franchisee agrees that prior to the date on which Franchisee first provides Cable Service to its first Subscriber in the City, Franchisee shall provide a technical solution that will enable the transmission of PEG Access programming over the Cable System, to the below locations:

1. KSPS Facility, located at 3911 South Regal Street.
2. City Hall via City Water Works Building on Hamilton & North Foothills.

(3) If the City desires to relocate either or both of the PEG Access transmission points identified in Section 19(H)(2), the Franchisee shall, upon receipt of reasonable advance written notice from the City, meet with the City to discuss and reach mutual agreement on the most efficient means by which Franchisee can connect with and obtain access to such new transport paths to enable the transmission of PEG Access programming over the Cable System, if technically feasible. Each party shall cover the costs on its side of the demarcation point. City will not be assessed additional fees or recurring costs for the provisions of SD or HD Access Channels after the signal leaves the City’s control.

(4) Failure to comply with the provisions of this Section 19 shall constitute a material breach of this Franchise Agreement.

SECTION 20.  
PARENTAL CONTROL.

(A) Franchisee shall provide Subscriber controlled Lockout Devices (audio and visual) or similar capability at a reasonable charge to Subscribers upon their request.

(B) As to any program which is transmitted on a Channel offered on a, per Channel, or per program basis, Franchisee shall block entirely the audio and video portion of such program from reception by any Subscriber who so requests. Scrambling of the signal shall not be sufficient to comply with this provision.

SECTION 21.  
TRANSFER OF RIGHTS.

(A) Any unauthorized transfer in violation of SMC 10.27A.395 shall be deemed a material breach in default of this Franchise Agreement and shall subject the Franchisee to all penalties and remedies prescribed in this Franchise Agreement and SMC 10.27A and to all other remedies, legal and equitable; which are available to the City, including, but not limited to:

(1) The immediate entry of an order by a court of competent jurisdiction (i) enjoining Franchisee, its officers, agents, employees and all others acting in concert with them, from transferring or assigning or otherwise disposing of any interest in the Cable System, (ii) appointing a receiver, acceptable to the City, who shall forthwith assume the management of the Cable System in accordance with the terms and conditions of this Franchise Agreement, and (iii) requiring all subscription fees, Installation fees and all other fees payable to Franchisee to be paid into an escrow account which shall be subject to release to Franchisee only on order of the Court.

(2) The immediate termination of this Franchise Agreement and acceleration of all the obligations and rights thereunder, including, but not limited to those described in Section 27 of this Franchise Agreement.

(B) Franchisee shall notify the City Clerk in writing of any occurrence which constitutes a transfer not in accordance with the provisions of SMC 10.27A.395 or this Franchise Agreement.

(C) Franchisee shall notify the City Attorney in writing of the entry of any judgment against Franchisee which would negatively affect the continued operation of this Cable System within seventy-two (72) hours of the occurrence of such event.

SECTION 22.  
LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS.

(A) In accordance with SMC 10.27.330, Franchisee shall maintain security, hereafter referenced as "Performance Security" as follows: Franchisee shall secure and maintain a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). If at any time thereafter, Franchisee does not continue to maintain a fully compliant rating (no claim against the Performance Bond which has been sustained following all applicable appeals), the City may require the Performance Bond to be

replaced by a letter of credit sufficient to cover one hundred fifty percent (150%) of draws as reasonable estimated by the City, but not less than One Hundred Thousand and No/100 Dollars (\$100,000.00), upon sixty (60) days written notice to Franchisee. Upon petition by Franchisee and sufficient showing of adequacy, the City may permit an escrow deposit or combination escrow deposit and letter of credit.

(B) If this Franchise Agreement is transferred for reasons requiring consent of the City, the Performance Security requirement may be modified as required by the City, up to the amount set in SMC 10.27A.330.

(C) Failure to deposit said Performance Security or the failure to maintain the Performance Security, in the full amount required herein, in effect during the entire term of this Franchise Agreement, and of any renewal or extension thereof, shall constitute a material breach of this Franchise Agreement.

(D) The City reserves the right to impose additional bond requirements upon the Franchisee, pursuant to the terms and provisions of the City's Municipal Code, regarding Franchisee's construction in the Public Right of Way.

#### SECTION 23.

#### PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY.

(A) Except as provided in Section 30 with respect to delinquent Franchise Fee and PEG Fee payments, the conditions applicable to the City's right to draw on the Performance Security are stated in Sections 23-26. The procedure for drawing on the Performance Security shall be as follows:

(1) If the Franchisee fails to make timely payment to the City of any amount due under this Franchise Agreement other than Franchise Fee or PEG Fee payments, the City shall have the right to draw on the Performance Security following seven (7) days advance written notice to Franchisee, including the notice information required in Section 24(A), unless the amount due is received within such seven (7) day period. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security up to the amount of nonpayment, plus applicable interest and penalties, following the initial seven (7) day notice period. [Cross reference SMC 10.27A.310]

(2) If the Franchisee fails to take timely action as requested by the City with respect to its facilities in the Public Rights of Way which might expose the City to loss or liability, the City shall have the right to draw on the Performance Security an amount reasonably sufficient to prevent or offset the loss or liability, first giving twenty (20) days advance written notice to Franchisee, including the notice information required in Section 24(A). If no Franchisee response is received within twenty (20) day period or if Franchisee has not already cured, the City may proceed to draw on the Performance Security. If a written Franchisee response is received within such period, the City shall then wait at least ten (10) days before

making any draw on the Performance Security. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security. This does not limit the City's rights to take any actions necessary in case of emergencies or the right of either party to seek injunctive relief in a proper case.

(3) The time periods for lawful withdrawal referenced in Section 23(A) (1) and (2) above, may be extended by City in writing in City's discretion. For any other reason besides Section 23(A) (1) and (2) above, Franchisee may request a hearing under Section 26 prior to a City draw on Performance Security. This limitation expires upon expiration of the time to request the hearing, or if one is requested, it expires thirty (30) days after the municipal hearings process is concluded, whether or not further court review is requested. This shall not limit the right of Franchisee to seek injunctive relief in appropriate cases with respect to said draw.

(B) Upon drawing funds from the Performance Security, the City shall give written notice thereof the Franchisee. Not later than thirty (30) days after the mailing or delivery of notice from City to Franchisee indicating a draw, Franchisee must restore the Performance Security to its full required amount.

(C) The collection by City of any damages, monies or penalties from the Performance Security shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Performance Security be deemed a waiver of any right of City pursuant to this Franchise Agreement, except as provided with respect to liquidated damages or as provided in Section 23.

#### SECTION 24. ENFORCEMENT.

(A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

(B) Except in case of urgency or public need relating to management of the Public Right of Way as reasonably determined by the City, the Franchisee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) contesting it; or
  - (2) accepting it and agreeing to cure as requested within time limits specified;
- or

(3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the official informed as to the steps to be taken and a projected completion date.

(C) If the official is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing thereafter as provided in Section 26(C).

(D) Code Violations. Franchisee agrees the City may elect to enforce any provision of the Spokane Municipal Code without regard to this Franchise Agreement.

SECTION 25.  
LIQUIDATED DAMAGES.

(A) Because Franchisee's failure to comply with the provisions of this Franchise Agreement will result in damage to the City and because it will be impractical to determine the actual amount of such damages, the City and Franchisee hereby agree upon and specify certain amounts set forth hereafter in this section which represent both parties' best estimate of the damages taking into consideration all factors, including the number of Subscribers that the Franchisee serves and/or is anticipated to serve over time.

(B) The City shall specify any damages subject to this section and shall include such information in the notice sent to Franchisee required under Section 24(A). Such a notice may provide for damages sustained prior to the notice where so provided, and subsequent thereto pending compliance by Franchisee.

(C) To the extent that the City elects to assess liquidated damages as provided in this section and such liquidated damages have been paid, the parties agree that this shall be the City's sole and exclusive damage remedy in lieu of actual damages; provided, that this shall not limit the right of the City to seek equitable or other relief as reserved in Section 26(C).

(D) Unless otherwise provided, liquidated damages do not accrue after the timely filing of a request for hearing by Franchisee until the time of a decision from the hearing. Nothing in this section prevents the parties from settling any dispute relating to liquidated damages by mutual stipulation.

(E) Franchisee may cure the breach or violation within the time specified to petition for review to the City's satisfaction, whereupon no liquidated damages are assessed.

(F) After fulfilling the procedure required under Section 24, Franchisee has thirty (30) days to pay such amounts. If not paid thereafter, liquidated damages shall be immediately payable from the Performance Security, without further notice, upon demand by the City and a statement that the provisions of this section have been fulfilled. Franchisee may seek review of any assessment of liquidated damages under Section 26.

(G) Schedule of Liquidated Damages. Liquidated damages are set as follows. All amounts accrue per day but not beyond the number of days to exceed the amount of Ten

Thousand and No/100 Dollars (\$10,000) per twelve (12) month period unless specifically provided. Nothing requires the City to assess liquidated damages, acting in its sole discretion, but such non-assessment does not operate as waiver or estoppel upon the City. City agrees not to seek liquidated damages under paragraphs (5) and (6) of this subsection for any acts or omissions occurring prior to the date on which Franchisee serves three thousand (3,000) Subscribers, however, the City reserves the right to pursue any and all other remedies that may be available under this Franchise, the Spokane Municipal Code and applicable law.

- (1) For failure to provide Cable Service as promised in Section 16 of this Franchise Agreement, Five Hundred and No/100 Dollars (\$500) per day,
- (2) For failure to provide data, documents, reports and information as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day per each separate violation.
- (3) For failure to conduct tests as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day.
- (4) For failure to comply with PEG Access requirements outlined in Section 19, One Hundred Fifty and No/100 Dollars (\$150) per day.
- (5) For failure to answer Subscriber telephone calls in accordance with the standards in SMC 10.27A.700(B)(1) of the Spokane Municipal Code, as incorporated by reference in Section 33(A) of this Franchise Agreement, in any calendar quarter where Franchisee fails to meet the applicable standard and performs at eighty percent (80%) or above, Franchisee shall pay the City Five Hundred and No/100 Dollars (\$500); in any calendar quarter where Franchisee fails to meet the applicable standard and perform at less than eighty percent (80%) but at least seventy percent (70%), Franchisee shall pay the City Two Thousand Five Hundred and No/100 Dollars (\$2,500); in any calendar quarter where Franchisee fails to meet the applicable standard and performs at less than seventy percent (70%), the Franchisee shall pay the City Five Thousand and No/100 Dollars (\$5,000). NOTE: Franchisee will be deemed to have complied with the applicable telephone call answering and wait time standards whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred.
- (6) For any violation of the any other customer service standard, One Hundred and No/100 Dollars (\$100) per day per violation, not to exceed One Thousand and No/100 Dollars (\$1,000) for any single violation.
- (7) Failure to maintain insurance or Performance Security as required in this Franchise Agreement Five Hundred and No/100 Dollars (\$500) per day. NOTE: for this item, there is no cure privilege, no abeyance pending any hearing, or

forgiveness of liquidated damages because of absence of prior violation or breach. There is further no limitation on cumulative liquidated damages for this item.

(8) Failure to indemnify the City as required in Section 25: Five Hundred and No/100 Dollars (\$500) per day. NOTE: this assessment is for delay only and does not excuse any other actual damages for failure to indemnify.

(9) Failure to pay liquidated damages lawfully assessed under this Franchise Agreement, where the same have not been otherwise recovered from the Performance Security: one percent (1%) of the unpaid amount per month. There is no cumulative limitation on the amount of this item, no right of cure beyond any extended prior to the assessment of liquidated damages and no abeyance pending any hearings or appeal process beyond that as may have been previously extended at the time such liquidated damages were initially assessed.

(10) For all other violations of the Franchise Agreement for which actual damages may not be ascertainable: One Hundred and No/100 Dollars (\$100) per day for each violation.

(11) Where Franchisee has three (3) or more of the same violation or breach events (an “event” may involve multiple customers, but is discrete in time or circumstances) within any twelve (12) month period subsequent to the date on which Franchisee serves three thousand (3,000) Subscribers, all applicable damages amounts are doubled.

## SECTION 26. HEARINGS.

Except for revocation matters, which are dealt with in Section 27, Franchisee may request a hearing as follows:

(A) Franchisee files a written request within fourteen (14) days of receipt of a decision it wants reviewed with the City Administrator. The request does not stay the effect of the decision or obligation to comply or exercise of any remedy available to the City except as otherwise provided. The City Administrator may conduct the hearing or appoint an alternate hearings officer, who shall not be the person issuing the order or such person’s subordinate. For matters exceeding Twenty-five Thousand and No/100 Dollars (\$25,000) reasonably estimated value in controversy as determined by the City Administrator, the Franchisee may file a request that the City Hearings Examiner conduct the hearing. A reasonable filing fee may be set by the Hearings Examiner or generally applicable ordinances. If not otherwise provided, the filing fee is One Hundred and No/100 Dollars (\$100).

(B) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The official conducting the hearing is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape in any matter involving Twenty-five Thousand and No/100 Dollars (\$25,000) reasonable estimated value amount in controversy and in any other matter if

requested by either side. A written decision shall be issued within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction in Spokane County within thirty (30) days.

(C) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default in fifteen (15) days or as otherwise ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may draw from the Performance Security any liquidated damages or penalties resulting from Franchisee's default if not already done or await the conclusion of the judicial process. Nothing herein limits the City's right to seek any other relief as provided in Section 26.

(1) If liquidated damages have not been assessed and paid, seek any other legal or equitable relief as provided by contract or at law and/or

(2) await the conclusion of any judicial review process.

(3) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with Section 27 and/or assert such default as a basis for non-renewal or non-extension of the Franchise Agreement.

(4) Where Franchisee seeks judicial review and ultimately prevails, any money judgment against the City shall be paid or may thereafter be offset by Franchisee, in Franchisee's discretion, against further Franchise Fee payments due to the City. In such event, Franchisee shall notify the City at least sixty (60) days prior to apply the offset.

#### SECTION 27. REVOCATION.

(A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:

(1) Franchisee fails to perform any material obligation under this Franchise Agreement; or

(2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, the Franchisee and City staff shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. Franchisee may request or the City may refer the matter to be heard by the City's hearing examiner. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits or refer extended presentations to the City hearing examiner.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, it shall direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that are reasonable under the circumstances, as determined in City's sole discretion. If the City Council determines that the Franchise Agreement is to be revoked, the City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.

(3) The Franchisee shall be entitled to such relief as the court may deem appropriate.

(D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

## SECTION 28. INSURANCE, BONDS, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do

business in the State of Washington with a rating by A.M. Best and Co. of not less than “A” or equivalent, for the following:

(1) A comprehensive commercial or general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence and Five Million and No/100 Dollars (\$5,000,000) in the annual aggregate.

(2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.

(B) If the Franchisee undertakes any Construction with regard to the Cable System, the cost of which exceeds Five Hundred Thousand and No/100 Dollars (\$500,000), the Franchisee shall maintain a construction bond in accordance with SMC 10.27A.320(B).

(C) Not less than thirty (30) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement and SMC 10.27A.320.

(D) The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee’s Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement.

Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

(E) Failure to comply with the provisions this section shall constitute a material breach of this Franchise Agreement.

(F) Franchisee waives immunity under Title 51 RCW to the extent necessary to fulfill its indemnity obligation. This provision has been specifically negotiated.

#### SECTION 29. REPORTS.

(A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records which are governed by Section 30(D) hereof.

(B) Proprietary and Confidential Information. The City has the right to request a copy of the books and records that are not identified as proprietary or confidential as described under this paragraph. The City shall have a right to inspect within the City, but the Franchisee shall not be required to release information that it reasonably deems to be proprietary or confidential in nature provided that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Franchisee's concerns regarding confidentiality. The City agrees not to oppose any request for confidentiality.

(C) In the event the Franchisee asserts that certain information is proprietary or confidential in nature, the Franchisee shall identify generally the information which it deems propriety and confidential and the reasons for its confidentiality in writing to the

City. Each page of such information provided will be clearly marked as “proprietary and confidential.” The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The City shall not retain information designated as proprietary or confidential by Franchisee for a period of time any longer than necessary to complete its review and any resulting enforcement proceeding therefrom. The City shall certify to Franchisee the destruction of such records.

(D) The Franchisee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.

(E) Franchisee shall be temporarily relieved of the obligation to provide the quarterly customer service report required in SMC 10.27A.410(A) until the first quarter following the quarter during which Franchisee first provided Cable Service to its first Subscriber. Thereafter, the City Administrator, upon thirty (30) days’ notice and after consultation with Franchisee, shall determine whether to grant further relief regarding the timing and substance of such customer service report.

(F) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain a file available for public inspection in the manner required pursuant to the FCC’s rules and regulations.

(G) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints and Franchisee’s actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.

(H) Route Map. In lieu of SMC 10.27A.410(E) and upon 30 (thirty) days written request, the Franchisee shall only provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also

provide in an electronic format generally compatible with the City's electronic mapping system aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 30.  
PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City, in addition to the PEG Fee described in Section 19(F) of this Franchise Agreement, a Franchise Fee in the amount of five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment of both the franchise fee and PEG Fee shall be due by forty-five (45) days after the end of each calendar month ("Due Date"), provided that for the three (3) year period starting with the first quarter in which Franchisee has Gross Revenues, the Due Date for payment of the Franchise Fee and PEG Fee will be no later than forty-five (45) days after the end of each calendar quarter.

(B) No acceptance by the City of any payment of Franchise Fees or PEG Fees from Franchisee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Any Franchise Fee payments or PEG Fee payments owing pursuant to this Franchise Agreement which remain unpaid on the Due Date shall be delinquent and shall thereafter accrue interest calculated at twelve percent (12%) per annum.

(D) If Franchisee receives written notice from the City of the Franchisee's failure to make timely payment of the Franchise Fee or PEG Fee due under this Franchise Agreement, the Franchisee shall have fifteen (15) days from receipt of such notice either to provide the City with proof that the payment was made on or before the Due Date or to make the payment, together with any accrued interest. If Franchisee fails to respond within fifteen (15) days, the payment will be deemed delinquent and the City may, on seven (7) days' notice to Franchisee, draw on the Performance Security in an amount not to exceed the amount of the Franchisee's most recent Franchise Fee payment (in the case of a delinquent Franchise Fee payment) or PEG Fee payment (in the case of a delinquent PEG Fee payment). The City shall give notice to the Franchisee of the amount drawn on the Performance Security on the date such draw occurs.

(E) Either the Franchisee or the City may contest whether the amount drawn on the Performance Security pursuant to this section represents the actual amount of the Franchise Fees or PEG Fee due from the Franchisee. The Franchisee may initiate such challenge by requesting a hearing within thirty (30) days of receiving notice of the amount of the draw, such hearing to be conducted pursuant to the procedures in Section 26. The City may initiate such a challenge by requesting an audit pursuant to Section 30(F).

(F) If a hearing or audit conducted pursuant to Section 30(D) of this Franchise establishes that additional Franchise Fee or PEG Fee payments are due from the Franchisee, the Franchisee shall have fifteen (15) days to remit the additional amount due plus interest on that amount accruing at twelve percent (12%) per annum back to the Due Date. If a hearing or audit conducted under Section 30(D) establishes that the amount of the Performance Security draw exceeds the amount that was due from the Franchisee, the Franchisee shall be entitled to a credit equal to such amount against its next quarterly Franchise Fee or PEG Fee payment.

(G) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at a location agreed upon with the Franchisee, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's Franchise Fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's Franchise Fees consistent with the currently applicable state statute of limitations.

(H) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 31.  
SERVICE OF NOTICE.

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City Administrator forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:                      City Administrator  
   City of Spokane  
   5<sup>th</sup> Floor Municipal Building  
   W 808 Spokane Falls Boulevard  
   Spokane WA 99201-3333

If to Franchisee:              TDS Metrocom, LLC  
   Attention: Legal Department  
   525 Junction Road, Suite 78000  
   Madison, WI 53717

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 32.  
SUCCESSORS AND ASSIGNS.

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 33.  
CUSTOMER SERVICE STANDARDS.

(A) Customer Service Standards.

(1) Franchisee shall satisfy the consumer protection and service standards as outlined in SMC 10.27A.700 during the term of this Franchise Agreement provided that Franchisee may seek a waiver from the City of its obligation under SMC 10.27A.700.B to maintain a local office based on a lack of use of such office. The City hereby further adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Except as otherwise provided herein, the Franchisee shall comply in all respects with SMC 10.27A.700 and the customer service requirements established by the FCC.

(2) The above Customer Service Standards shall apply once Franchisee provides Cable Service to its first Subscriber in the City and throughout the remainder of the term of this Franchise.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal privacy laws pertaining to Cable Services, including Section 631 of the Cable Act and regulations adopted pursuant thereto. The City reserves any right it may have to impose subscriber privacy standards if the Operator is no longer subject to federal requirements concerning subscriber privacy.

SECTION 34.  
REMEDIES CUMULATIVE.

Subject to applicable law, the rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

SECTION 35.  
MISCELLANEOUS PROVISIONS.

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement of SMC 10.27A.700, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) In-Kind Cable-Related Contributions.

(1) At any time after this Franchise Agreement is approved by the City Council, the Franchisee may, if Franchisee so chooses, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that the Franchise Agreement requires Franchisee to provide (including but not limited to the Complimentary Service requirements in Section 16(E) and any PEG Transport required by Section 19(H)). Within ninety (90) days of receiving the aforementioned list, the City will notify the Franchisee whether, with respect to each identified in-kind cable-related contribution, the Franchisee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Franchisee taking an offset to the Franchise Fee payments payable under Section 30(A) as may be permitted by the Section 621 Order or to the Franchisee and the City agreeing to a separately negotiated charge payable by the City to the Franchisee.

(2) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Franchisee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. Nothing herein waives the City's right to enforce Franchisee's compliance with all lawful obligations contained in this Franchise Agreement.

SECTION 36.  
APPLICABLE LAW.

This Franchise Agreement is a voluntary contract and its obligations are protected against impairment by the Constitution and laws of the State of Washington and United States. Subject to this protection both parties reserve any rights, substantive or procedural, they may have under federal or state law. This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on \_\_\_\_\_, 2019

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
EFFECTIVE DATE

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

TDS METROCOM, LLC

Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_

Its: \_\_\_\_\_

SWORN TO BEFORE ME this

\_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**Free Service to Public Buildings**

**CITY TO COMPLETE FOR TDS' REVIEW**

NAME

ADDRESS

City Hall

Fire Station

Police Station

Library

State accredited K-12 public and  
private schools



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

01/27/2020

<u>Date Rec'd</u>	1/23/2020
<u>Clerk's File #</u>	ORD C35889
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	TOM BARTRIDGE 625-6383
<u>Contact E-Mail</u>	TBARTRIDGE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0620 ORDINANCE AMENDING SMC FOR DIVISION DEPARTMENTS

Agenda Wording  
Ordinance amending SMC 3.01A.210

Summary (Background)  
Ordinance amending SMC 3.01A.210

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

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	BARTRIDGE, TOM	<b><u>Study Session</u></b>	1/27/2020
<b><u>Division Director</u></b>	BARTRIDGE, TOM	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DUFFEY, ANDREW	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

## ORDINANCE C- 35889

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 and 3.01A.415; repealing SMC section 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~~) Finance, Treasury and Administration
- D. Fire
- E. Parks and Recreation
- F. Police
- G. Public Works
- H. Human Resources
- I. Innovation and technology Services

Section 2. 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.

Section 3. 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 4. The SMC Section 3.01A.260 is amended to read as follows:

**3.01A.260 Finance, Treasury 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.))~~

A. The chief financial officer shall coordinate all debt issuances and supervise all other finance and treasury functions of the City. The chief financial officer shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial and budget updates. The chief financial officer shall attend all meetings of the city council finance and administration 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 chief financial officer shall oversee all finance and treasury related departments and functions including the finance, treasury and administrative department and the management and budget department. Department heads and managers of the finance and budget departments shall report to the chief financial officer

B. 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 maintaining sound fiscal management practices throughout the City. The director of finance and administration shall present to city council committees regarding 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 City treasurer 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. The city treasurer is a member of the fire pension board and the police relief and pension board. The city treasurer also serves on the City investment board.

Section 5. 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 6. 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 7. The SMC Section 3.01A.490 is repealed.

**~~((3.01A.490 Treasurer's Office))~~**

~~((A.—The 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.—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.))~~

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

January 27, 2020

City Clerk File No.:  
ORD C35883  
CR: RES 2019-0116

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF RIVERSIDE AVENUE BETWEEN THE WEST LINE OF GRANT STREET AND THE WEST LINE OF LOT 10 OF THE PLAT OF RAILROAD ADDITION and RELATED FIRST READING ORDINANCE C35883

During its 6:00 p.m. Legislative Session held Monday, January 27, 2020, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services, Council commentary, and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon 6-1 Roll Call Vote (with Council Member Mumm voting “aye” via telephone and Council Member Burke voting “no”), the City Council approved, subject to conditions (in the Street Vacation Report dated December 2, 2019), the vacation of Riverside Avenue between the west line of Grant Street and the west line of Lot 10 of the Plat of Railroad Addition requested by the City of Spokane.**

In conjunction with the hearing, Ordinance C35883—vacating Riverside Avenue between the west line of Grant Street and the west line of Lot 10 of the Plat of Railroad Addition in the City of Spokane—was read for the first time, with further action deferred.

Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
01/27/2020

<b>Date Rec'd</b>	1/13/2020
<b>Clerk's File #</b>	ORD C35883
<b>Renews #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELDON BROWN 6305	<b>Project #</b>	
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Hearings	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700- VACATION OF RIVERSIDE AVE FROM GRANT TO LOT 10		

**Agenda Wording**

Vacation of Riverside Avenue from the west line of Grant Street to the west line of Lot 10 of the Plat of Railroad addition as requested by the City of Spokane.

**Summary (Background)**

At its legislative session held on December 16, 2019 the City Council set a hearing on the above vacation for January 27, 2020. Staff has solicited responses from all concerned parties.

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

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

**TRANSMITTAL OF FIRST READING ORDINANCE**

DATE: January 28, 2020

TO: Erik Johnson  
Engineering Services

RECEIVED  
FEB 11 2020

Clerk's File No.  
ORD C35883

FROM: Terri Pfister, City Clerk

CITY CLERK'S OFFICE

RE: Vacation of Riverside Avenue

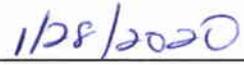
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Attached is a copy of Ordinance C35883 for the vacation of:

**Riverside Avenue between the west line of Grant Street and the west line of lot 10 of the Plat of Railroad addition**

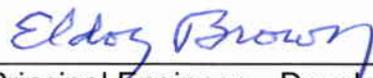
This ordinance was read for the first time on January 27, 2020, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35883 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated:   
\_\_\_\_\_

## ORDINANCE NO. C35883

An ordinance vacating Riverside Avenue between the west line of Grant Street and the west line of Lot 10 of the Plat of Railroad Addition in the City of Spokane

WHEREAS, pursuant to Resolution 2019-0116, the City Council initiated the vacation of Riverside Avenue between the west line of Grant Street and the west line of Lot 10 of the Plat of Railroad Addition, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Riverside Avenue between the west line of Grant Street and the east line of Lot 12, Block 5 of Railroad 1<sup>st</sup> to 3<sup>rd</sup> Addition to Spokane is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over, under, and across that portion of the vacated right-of-way described below, for the utility services of Comcast.

An easement over, under and across a portion of vacated Riverside Avenue adjacent to and lying north of Block 5, First Addition to 3<sup>rd</sup> Addition to Railroad Addition to Spokane, per Plat recorded in Volume "C" of Plats, Pages 23 and 24, records of Spokane County, Washington, being 5.00 feet in width and lying 2.50 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Block 5;  
thence North 3° 00' 39" West along the projected East line of said Block 5, a distance of 53.00 feet to the POINT OF BEGINNING of said centerline and easement;  
thence North 84°31'39" West 20.97 feet;  
thence North 73°21'09" West 11.68 feet to a point on the North Right-of-Way line of vacated Riverside Avenue and the terminus of this centerline and easement.  
The sidelines of this easement to be lengthened or shortened to terminate on the North Right-of-way line of Vacated Riverside Avenue and the projected East line of said Block 5.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# P1907477VACA

E Martin Luther King Jr Way

E Riverside Ave

E Riverside-Sprague Aly

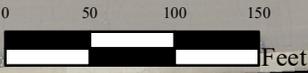
N Grant St

E Sprague Ave

S Spokane St

S Grant St

E 1st Ave



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

**Legend**  
 vacation

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





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
December 2, 2019**

**LOCATION:** Riverside Ave between Grant and Spokane

**PROPONENT:** City of Spokane

**PURPOSE:** Part of a purchase and sale agreement

**HEARING:** January 27, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista currently has a structure located within the requested vacated area that is required to stay in place until the completion of development in the area and after the developers pay to convert services underground. At this time we request an easement be reserved over the entire vacated area.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities within proposed vacation area.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our fiber in this area. Comcast would require an easement for access to our fiber in order to approve the vacation.

**XO COMMUNICATIONS** – XO Communications does not have any facilities in this area.

**CENTURYLINK** – CenturyLink has aerial fiber facilities located in the right of way to be vacated and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no concerns with this one.

**ZAYO COMMUNICATIONS** – Zayo has no comment and or objection to the vacation, but we do lease services from Comcast that proceed through this location.

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – The parcels will need to be aggregated as part of the vacation.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** - No comments

**WASTEWATER MANAGEMENT** – Wastewater Management has no assets in the proposed vacation area. Therefore, provided on site runoff be maintained and treated on site we have no objections to the vacation.

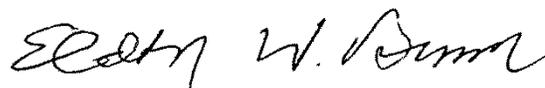
**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Comcast shall be retained to protect existing and future utilities.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development





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

January 27, 2020

City Clerk File No.:  
ORD C35884  
CR: RES 2019-0117

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE EAST 37.5 FEET OF THOR STREET BETWEEN THE NORTH LINE OF GARNET AVENUE AND THE SOUTH LINE OF THE PLAT OF JJ HILL ESTATES and RELATED FIRST READING ORDINANCE C35884

During its 6:00 p.m. Legislative Session held Monday, January 27, 2020, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services and the opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote (with Council Member Mumm voting “aye” via telephone), the City Council approved, subject to conditions (in the Street Vacation Report dated December 2, 2019), the vacation of the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, as requested by Dat Nguyen.**

In conjunction with the hearing, Ordinance C35884—vacating the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates—was read for the first time, with further action deferred.

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



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

01/27/2020

<u>Date Rec'd</u>	1/16/2020
<u>Clerk's File #</u>	ORD C35884
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700- VACATION OF EAST 37.5 FEET OF THOR ST BETWEEN GARNET AND GLASS

Agenda Wording

Vacation of the east 37.5 feet of Thor St. between Garnet Ave and Glass Ave, as requested by Dat Nguyen.

Summary (Background)

At its legislative session held on December 16, 2019 the City Council set a hearing on the above vacation for January 27, 2020. Staff has solicited responses from all concerned parties.

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

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

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

RECEIVED

FEB 04 2020

CITY CLERK'S OFFICE

**TRANSMITTAL OF FIRST READING ORDINANCE**

DATE: January 28, 2020

TO: Erik Johnson  
Engineering Services

Clerk's File No.  
ORD C35884

FROM: Terri Pfister, City Clerk

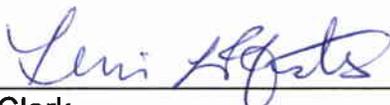
RE: Vacation of Thor Street

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Attached is a copy of Ordinance C35884 for the vacation of:

**the east 37.5 feet of Thor Street between the north line of Garnet Avenue  
and the south line of the plat of JJ Hill Estates.**

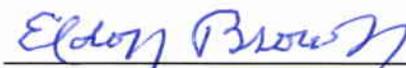
This ordinance was read for the first time on January 27, 2020, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

  
\_\_\_\_\_  
City Clerk

1/28/2020  
\_\_\_\_\_  
Date

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Precedent conditions have been met and Ordinance C35884 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 2/4/20  
\_\_\_\_\_

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35884

An ordinance vacating the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates,

WHEREAS, a petition for the vacation of the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates is hereby vacated. Parcel number not assigned.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# P1906484VACA



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

**Legend**  
 vacation

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





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
December 2, 2019**

**LOCATION:** The east 37.5 feet of Thor St. between Glass Ave and Garnet Ave, and adjacent to Lot 7, Block 34, in the Plat of Minnehaha Addition

**PROPONENT:** Dat Nguyen

**PURPOSE:** To expand property and yard and to clean up unused portions of right-of-way.

**HEARING:** January 27, 2019

**REPORTS:**

**AVISTA UTILITIES** – No easement is required.

**ZAYO COMMUNICATIONS** – Zayo has no comments and or objection to the vacation.

**COMCAST** – We have no objections to the vacation.

**CENTURYLINK** – CenturyLink has a buried cable on the north side of the Alley and we are not sure if this is part of the vacation. If it is, then we would like to retain the easement on the north side of the Alley so we can have access to this cable.

**INLAND POWER & LIGHT** – Inland Power and Light has no facilities within the proposed area of vacation.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no issues

**XO COMMUNICATIONS** – XO Comm does not have facilities in this area.

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – No concerns.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** - No comments

**WASTEWATER MANAGEMENT** - No comments

**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. The alley was platted during a time period where a previous version of a non-user statute was in place stating, *“Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.”* Because of this, staff is recommending that the alley is vacated at no cost to the applicants.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development





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

December 9, 2019

City Clerk File No.:  
ORD C35867

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE ALLEY IN BLOCK 9 OF THE PLAT OF ENGLEBART ADDITION, AS REQUESTED BY MATT BARTON

During its 6:00 p.m. Legislative Session held Monday, December 9, 2019, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote, the City Council approved, subject to conditions, the vacation of the alley in Block 9 of the plat of Englebart Addition, as requested by Matt Barton.**

In conjunction with the hearing, Ordinance C35867—vacating the alley in Block 9 of the plat of Englebart Addition—was read for the first time, with further action deferred.

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Terri L. Pfister, MMC  
Spokane City Clerk



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

<b>Date Rec'd</b>	11/25/2019
<b>Clerk's File #</b>	ORD C35867
<b>Renews #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELDON BROWN 6305	<b>Project #</b>	
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Hearings	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700- VACATION OF THE ALLEY IN BLOCK 9 OF ENGLEBART ADDITION PLAT		

**Agenda Wording**

Vacation of the alley in Block 9 of the plat of Englebart Addition, as requested by Matt Barton.

**Summary (Background)**

At its legislative session held on November 4, 2019 the City Council set a hearing on the above vacation for December 9, 2019 Staff has solicited responses from all concerned parties.

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

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

RECEIVED

FEB 06 2020

CITY CLERK'S OFFICE

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: January 2, 2020

TO: Erik Johnson  
Engineering Services

Clerk's File No.  
ORD C35867

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley in Block 9 of the plat of Englebart Addition

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Attached is a copy of Ordinance C35867 for the vacation of:

**the alley in Block 9 of the plat of Englebart Addition.**

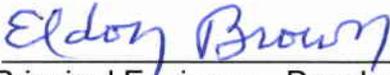
This ordinance was read for the first time on December 9, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

  
\_\_\_\_\_  
City Clerk

1/2/2020  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35867 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 2/6/20  
\_\_\_\_\_



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
October 16, 2019**

**LOCATION:** The alley between vacated Joseph and vacated Nebraska, from Market St. to the RR right-of-way

**PROPONENT:** Matt Barton

**PURPOSE:** Restrict access

**HEARING:** December 9, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista requests easement reservations for electric and natural gas facilities within the alley.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation as long as we can maintain an easement to allow us to use our existing aerial cable.

**CENTURYLINK** – CenturyLink has aerial cable facilities in the right of way to be vacated and would like to retain utility easement rights. These rights should provide for maintenance, construction, and reconstruction as needed.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in the proposed vacation area.

**ZAYO COMMUNICATIONS** – Zayo has no comment and or issue concerning the attached vacation notification.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**XO COMM/VERIZON** – XO Comm/Verizon is clear.

**FIRE DEPARTMENT** – Fire has no issues

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – No concern

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – The Street Department has no objections to the vacation of this alley.

**WASTEWATER MANAGEMENT** – Wastewater Management has no sewer or storm assets in the proposed vacation area, therefore we have no objections to the vacation provided onsite runoff be maintained and treated onsite.

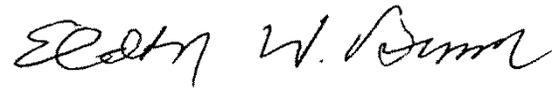
**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$16,552.50 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. The plans for termination and closure must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive style with a large, stylized initial "E".

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35867

An ordinance vacating the alley in Block 9 of the plat of Englebart Addition,

WHEREAS, a petition for the vacation of the alley in Block 9 of the plat of Englebart Addition has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Market Street and the railroad right-of-way and more particularly described below is hereby vacated. Parcel number not assigned.

The alley in Block 9 of the plat of Englebart Addition as recorded with the Spokane County Auditor on December 1, 1906 under recording number 3100280

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, and Comcast to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# P1905447VACA



**Right-of-way Description:**  
The alley between Market St.  
and the RR, in Block 9 of the Plat  
of Englebart Addition

**Legend**

 vacation

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

