

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Ninth** Updated Proclamation **20-28.9**, dated **August 31, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **October 1, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **September 21, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or \_\_\_\_\_ for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, September 21, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**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 the first open forum more often than once per calendar 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, SEPTEMBER 21, 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.

### **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 by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- |    |  |         |                              |
|----|--|---------|------------------------------|
| 1. | Value Blanket Renewal No. 1 of 4 with Core & Main (Spokane) for gate valves for the Water & Hydroelectric Services Department—not to exceed \$200,000 (incl. tax). (No change in cost from the original 2019 RFQ)<br><b>Loren Searl</b>  | Approve | OPR 2019-0684<br>RFQ 5151-19 |
| 2. | Contract Extension No. 3 of 3 with Property Registration Champions, LLC (Melbourne, FL) for Foreclosure Property Registry Program from October 1, 2020, through September 30, 2021—\$150,000 revenue.<br><b>Jason Ruffing</b>  | Approve | OPR 2016-0705                |
| 3. | Contract with Jacobs Engineering Group (Spokane) for landfill site improvement engineering services from September 28, 2020, through December 31, 2021—\$616,115 (incl. tax). An administrative reserve of \$61,611.50, which is 10% of the price, will be set aside.<br><b>Chris Averyt</b> | Approve | OPR 2020-0698<br>RFQ 5224-20 |
| 4. | Contract Extension with Assetworks (Wayne, PA) for annual maintenance and support of the City's Fleet Asset Management System (M5) from October 1, 2020, through September 30, 2021—\$90,885.61 (incl. tax).<br><b>Michael Sloon</b>   | Approve | OPR 2016-0794                |

- |     |  |         |                              |
|-----|--|---------|------------------------------|
| 5.  | Contract Renewal No. 1 of 2 with Intellectyx, Inc. (Denver, CO) for professional services for the implementation, integration, training, conversion, project management, and related services for Master Data Management—\$279,399.96 (incl. tax).<br><b>Michael Sloon</b>   | Approve | OPR 2019-0424<br>RFP 4504-18 |
| 6.  | Contract Amendments for outside counsel services with:   | Approve |                              |
|     | a. Etter, McMahon, Van Wert & Oreskovich, P.C. (Spokane) in the legal matter John Durgan v. City of Spokane—\$75,000.00. Total contract amount: \$560,000.   |         | OPR 2017-0546                |
|     | b. Stewart A. Estes and the law firm of Keating Bucklin & McCormack Inc., P.S. (Seattle, WA) for outside counsel services and advice to the City regarding the matter of the Beveridge, et. al. v. City of Spokane, et. al.  |         | OPR 2020-0313                |
| 7.  | Acceptance of The Assistance to Firefighters Grant from the Department of Homeland Security for COVID-19 personal protective equipment and related supplies to prevent, prepare for, and respond to coronavirus from August 31, 2020 through August 30, 2021—497,963.22 revenue. (This is a reimbursement grant with a 10% matching requirement) (Relates to Special Budget Ordinance C35941)<br><b>Sam Faggiano</b> |         | OPR 2020-0700                |
| 8.  | Subrecipient Contract between Spokane County Sheriff's Office (fiscal agent) for the Mental Health Field Response Team grant from July 1, 2020, through June 30, 2021—\$178,423 revenue. (Relates to Special Budget Ordinance C35942) (Relates to OPR 2020-0702)<br><b>Brian Schaeffer</b>   | Approve | OPR 2020-0701                |
| 9.  | Interlocal Agreement with Spokane County for the management of the Frontier Behavior Health contract related to the (WASPC) Grant and Subrecipient contract for the year 2020-2021. (Relates to Special Budget Ordinance C35942) (Relates to OPR 2020-0701)<br><b>Jennifer Hammond</b>   | Approve | OPR 2020-0702                |
| 10. | Contract Amendment with LSB Consulting Engineers, PLLC. (Spokane) for an increase of budget for LSB non-federal on-call agreement—\$400,000.<br><b>Dan Buller</b>  | Approve | OPR 2019-0511                |

11. 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 \$_____. | Approve & Authorize Payments | CPR 2020-0002 |
| b. Payroll claims of previously approved obligations through _____, 2020: \$_____.  |                              | CPR 2020-0003 |
12. City Council Meeting Minutes: \_\_\_\_\_, 2020. Approve All CPR 2020-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## 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 – WILL NOT BE HELD**

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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 C35941**

**Fire/EMS Fund**

**FROM:** Department of Homeland Security, \$497,963;

**TO:** Personal Protective Equipment, same amount.

(This action allows acceptance of a new Assistance to Firefighters Grant from the Department of Homeland Security for COVID-19 personal protective equipment and related supplies to prevent, prepare for, and respond to coronavirus) (Relates to Consent Agenda Item No. 7) (Council Sponsor: Council Member Kinnear)

**Brian Schaeffer**

**ORD C35942**

**Judicial Grant Fund**

**FROM:** Mental Health Unit, \$178,423;

**TO:** various accounts, same amount.

(This action allows awarded grant funds to be used towards a Regional Mental Health Unit program.) (Relates to Consent Agenda Nos. 8 and 9) (Council Sponsor: Council Member Kinnear)

**Jennifer Hammond**

**ORD C35943**      **Human Services Grants Fund**  
**FROM:** Indirect from Department of Treasury, \$668,475;  
**TO:**      various accounts, same amount.

(This action provides funding to prevent evictions by paying past due and future rent for young adult-headed households [targeting limited resources to those with the greatest needs while working to distribute funds equitably.]) (Council Sponsor: Council President Beggs)

**Tim Sigler**

## **EMERGENCY ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

**ORD C35944**      Relating to program participation criteria for the U-Help utility bill payment assistance program and partnership for response to the COVID-19 pandemic; amending section 13.09.100 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsor: Council President Beggs)

**Marlene Feist**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2020-0067**      Establishing the City of Spokane's federal legislative agenda for the 117th Congress. (Council Sponsor: Council President Beggs)

**Council President Beggs**

**ORD C35924**      Granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA. (Council Sponsor: Council Member Cathcart)

**Tim Szambelan**

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35945**      (To be considered under Hearings Item H1.b.)

**ORD C35946**      (To be considered under Hearings Item H2.b.)

**FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS**

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## HEARINGS

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

### RECOMMENDATION

- |     |   |                                     |            |
|-----|---|-------------------------------------|------------|
| H1. | a. Hearing on the vacation of the north half of Rosewood Ave just east of Helena, as requested by Jon and Nicol Whipple.                  | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35945 vacating the north half of Rosewood Ave just east of Helena. (Council Sponsor: Council President Beggs) | Further<br>Action<br>Deferred       | ORD C35945 |
|     | <b>Eldon Brown</b>  |                                     |            |
| H2. | a. Hearing on the vacation of Grant Street between 5th and I-90, as requested by Daren Doneen.  | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35946 vacating Grant Street between 5th and I-90.   | Further<br>Action<br>Deferred       | ORD C35946 |
|     | <b>Eldon Brown</b>  |                                     |            |

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**Motion to Approve Advance Agenda for September 21, 2020**  
(per Council Rule 2.1.2)

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**OPEN FORUM – WILL NOT BE HELD**

### ADJOURNMENT

The September 21, 2020, Regular Legislative Session of the City Council is adjourned to September 28, 2020.

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**NOTES**

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

09/21/2020

**Date Rec'd**

9/9/2020

**Clerk's File #**

OPR 2019-0684

**Renews #****Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Cross Ref #****Contact Name/Phone**

LOREN SEARL 625-7851

**Project #****Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Bid #**

5151-19

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

4100 - GATE VALVES - ANNUAL VALUE BLANKET

**Agenda Wording**

Renewal of existing value blanket with Core &amp; Main (Spokane, WA) not to exceed \$200,000.00 including tax.

**Summary (Background)**

Request for Quotes #5151-19 was competed on the City's electronic bidding portal in August 2019 to support as-needed procurement of gate valves for the Water & Hydroelectric Services department. Five quotes were received. Council approved award to Core & Main as the low responsive, responsible bidder. This represents the first of four annual renewal options at mutual consent; three renewal options remain. This renewal includes no change in cost from the original 2019 RFQ.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 200,000.00

# 4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

SAKAMOTO, JAMES

**Study Session\Other**

UE 9/14/2020

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

PRESIDENT BEGGS

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

sjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works; 4100 Water & Hydroelectric Services
<b>Subject:</b>	Gate Valves – Annual Value Blanket
<b>Date:</b>	14 September 2020
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851
<b>City Council Sponsor:</b>	President Beggs
<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 agreement is available in the Water & Hydroelectric Services budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	Existing value blanket expires 23 September 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This agreement will support continued competitive procurement of gate valve inventory in accordance with department projects for another year.
<p><u>Background/History:</u> Request for Quotes #5151-19 was competed on the City's electronic bidding portal in August 2019 to support as-needed procurement of gate valves for the Water &amp; Hydroelectric Services department. Five quotes were received. Council approved award to Core &amp; Main as the low responsive, responsible bidder. This represents the first of four annual renewal options at mutual consent; three renewal options remain. This renewal includes no change in cost from the original 2019 RFQ.</p> <p><i>The annual value of this order shall remain not to exceed \$200,000.00 including tax.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>First renewal with Core &amp; Main at no change in cost</li> <li>Total Annual Value: \$200,000.00 including tax</li> <li>Original RFQ #5151-19</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 8/18/20

**Type of expenditure:** Goods ☒ Services ☐

**Department:** Water

**Approving Supervisor:** Loren Searl

**Amount of Proposed Expenditure:** \$200,000

**Funding Source:** Water Department Budget

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Current value blanket expired 9/23/20.

**What are the impacts if expenses are deferred?**

Lack of valves for stock and project requirements.

**What alternative resources have been considered?**

None.

**Description of the goods or service and any additional information?**

3"-10" FL x FL OSY Wheel Top Gate Valves  
4"-12" MJ x MJ Gate Valves  
4"-12" FL x MJ Gate Valves  
4"-12" FL x FL Gate Valves

**Person Submitting Form/Contact:** Ryan Treffry x7817

**FINANCE SIGNATURE:**

DocuSigned by:

8CD776A784614E2...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

9C36E3376992442...

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

09/21/2020

**Date Rec'd**

9/9/2020

**Clerk's File #**

OPR 2016-0705

**Renews #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Cross Ref #****Contact Name/Phone**

JASON RUFFING 625-6529

**Project #****Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4700 - FORECLOSURE REGISTRY, 1 YEAR CONTRACT EXTENSION (FINAL EXTENSION)

**Agenda Wording**

This is a 1 year of the original contract (OPR 2016-0705), which expires on September 30, 2020. The original contract allows for up to 3 extensions of 1 year time frames and this is the 3rd and final extension.

**Summary (Background)**

The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee (loan servicer, trustee, etc.) not the mortgagor.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Revenue \$ 150,000

# 4700-58100-99999-34199-99999

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

UE 08/17/2020

**Division Director**

BECKER, KRIS

**Council Sponsor**

CP Wilkerson

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

jruffing@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

jwest@spokanecity.org

**Purchasing**

cshiflett@prochamps.com

dmulberry@cchampions.com

dmorris@prochamps.com

mvanderkamp@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The registry has been of great use in improving communication and notification processes for violations with lenders, servicers and property preservation companies. The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.

OPR 2016-0705

Summary (Background)

The cloud-based electronic registry implements SMC 17F.070.520 through outreach to lienholders with registration requirements and documents, fee collection, remits city portion of fees, database maintenance, etc.... Since the implementation of this foreclosure registry database in 2016, the registry data has been very useful to Code Enforcement and other City staff, such as Spokane Police, Fire, and Utilities. Spokane Police and Dispatch use this information for contact and notification purposes as well as background information for investigations. Code Enforcement posts violations through this site and has access to very valuable contact information. The registry usually averages in the 300-400 range for active foreclosure registrations per month. Many of these properties are in the Building Official hearing process for substandard conditions.

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



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Since the start of this contract, Community Champions staff has been available for conference calls to discuss updates or changes to the website and has provided customer service to city staff and members of the lending industry. The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vendor (\$100), city monitoring and administration of the program. The remainder of each monthly registration fee is remitted to the City monthly.

Summary (Background)

While some of the properties remain occupied, many are abandoned and have an increased risk of vandalism, nuisance conditions, and hazardous occupation.

OPR 2016-0705

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

## Briefing Paper (Urban Experience)

<b>Division &amp; Department:</b>	Neighborhood and Business Services, Code Enforcement
<b>Subject:</b>	Consultant Contract Extension for OPR 2016-0705. Community Champions Foreclosure registry.
<b>Date:</b>	August 17, 2020
<b>Contact (email &amp; phone):</b>	Jason Ruffing, Enforcement Supervisor jruffing@spokanecity.org 509.625.6529
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Finance and Administration, Public Safety and Community Health, Urban Experience
<b>Type of Agenda item:</b>	Consent <b>X</b> Discussion    Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.
<b>Strategic Initiative:</b>	Safe and Healthy, Urban Experience
<b>Deadline:</b>	September 30, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	The outcomes of this contract are the maintenance and operation of a website database that provides lender, servicer, and property preservation company information and contacts directly to City staff. The availability of this information is vital to Code Enforcement and Building Official processes. The database also allows violations to be posted to a property digitally, and monthly monitoring inspections are documented on the site. Community Champions also reaches out to the known mortgage servicers to facilitate property registrations and provides customers support.
<p><b>Background/History:</b> The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee (loan servicer, trustee, etc.) not the mortgagor. The cloud-based electronic registry implements SMC 17F.070.520 through outreach to lienholders with registration requirements and documents, fee collection, remits city portion of fees, maintains the database, etc... Since the implementation of this foreclosure registry database in 2016, the registry data has been very useful to Code Enforcement and other City staff, such as Spokane Police, Fire, and Utilities. Spokane Police and Dispatch use this information for contact and notification purposes as well as background information for investigations. Code Enforcement posts violations through this site and has access to very valuable contact information. The registry usually averages in the 300-400 range for active foreclosure registrations per month. Many of these properties are in the Building Official hearing process for substandard conditions. While some of the properties remain occupied, many are abandoned and have an increased risk of vandalism, nuisance conditions, and hazardous occupation.</p>	

**Executive Summary:**

- *This is a 1 year of the original contract (OPR 2016-0705), which expires on September 30, 2020. The original contract allows for up to 3 extensions of 1 year time frames. This is extension 3 of 3.*
- *The registry has been of great use in improving communication and notification processes for violations with lenders, servicers and property preservation companies.*
- *The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.*
- *Since the start of this contract, Community Champions staff has been available for conference calls to discuss updates or changes to the website and has provided customer service to city staff and lending industry staff.*
- *The registry will continue to be funded by the annual per property registration fee, which is paid by lenders. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring required by the SMC, and city administration of the program. The monthly monitoring inspections are conducted by Code Enforcement staff.*

**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: The registry is revenue generating for the City. The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring required by the SMC , and city administration of the program.

**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:



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---





**City of Spokane**

**CONTRACT RENEWAL 3 OF 3**

**Title: FORECLOSURE PROPERTY REGISTRY**

This Contract Renewal including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PROPERTY REGISTRATION CHAMPIONS, LLC**, whose address is 2725 Center Place, Melbourne, FL 32940 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide a Foreclosure Property Registry Program for the City of Spokane; and*

*WHEREAS, the initial contract provided for 3 additional one-year renewals, with this being the 2nd of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 2, 2016, 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 Renewal shall become effective on October 1, 2020.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through September 30, 2021.

**4. COMPENSATION.**

This is a revenue only contract. The City anticipates estimated revenue in the amount of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)** based on monthly remittance logs.

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.

**PROPERTY REGISTRATION  
CHAMPIONS, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PROPERTY REGISTRATION CHAMPIONS, LLC](#)

## License Information:

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

**Entity name:** PROPERTY REGISTRATION CHAMPIONS, LLC

**Business name:** PROPERTY REGISTRATION CHAMPIONS, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 604-196-089

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2725 CENTER PL  
MELBOURNE FL 32940-7106

**Mailing address:** 2725 CENTER PL  
MELBOURNE FL 32940-7106

**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 - Non-Resident</a>				Active	Dec-31-2020	Nov-07-2018

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

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

POST PROCHAMPS ACQUISITIONS LLC

## Registered Trade Names

Registered trade names	Status	First issued
PROCHAMPS	Active	Dec-19-2017

The Business Lookup information is updated nightly. Search date and time: 8/3/2020 9:07:15 AM

*Working together to fund Washington's future*

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

09/21/2020

<b>Date Rec'd</b>	9/8/2020
<b>Clerk's File #</b>	OPR 2020-0698
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5224-20
<b>Requisition #</b>	CR 21941

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4530 LANDFILL SITE IMPROVEMENT ENGINEERING SERVICES

**Agenda Wording**

Contract with Jacobs Engineering Group, Spokane, WA, for landfill site improvement engineering services. Term from Sept. 28, 2020 through Dec. 31, 2021 for a cost of \$616,115.00 plus a 10% administrative reserve of \$61,611.50 incl. tax.

**Summary (Background)**

The City operates and maintains the Northside Landfill (NSLF) and Southside Landfill (SSLF). Evaluations of the cover, gas collection and gas treatment systems for these landfills identified several areas of improvement and repairs needed. On May 18, 2020, bidding closed on RFQu #5224-20 for Landfill Site Improvement Engineering Services. There were seven (7) responses received and Jacobs Engineering Group, with offices in Spokane, WA, were determined to be the most qualified respondent.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ \$250,000.00 (2020 Budget)	# 4530-45300-94000-56401
Expense	\$ 366,115.00 (2021 Budget)	# 4530-45300-94000-56401
Neutral	\$	#
Select	\$	#

<b>Approvals</b>	<b>Council Notifications</b>
<b>Dept Head</b>	<b>Study Session\Other</b>
AVERYT, CHRIS	9/14 Urban Experience
<b>Division Director</b>	<b>Council Sponsor</b>
SIMMONS, SCOTT M.	CP Beggs
<b>Finance</b>	<b>Distribution List</b>
ALBIN-MOORE, ANGELA	
<b>Legal</b>	mdorgan@spokanecity.org
ODLE, MARI	
<b>For the Mayor</b>	jsalstrom@spokanecity.org
ORMSBY, MICHAEL	
<b>Additional Approvals</b>	tprince@spokanecity.org
<b>Purchasing</b>	caveryt@spokanecity.org
WAHL, CONNIE	rrinderle@spokanecity.org
	Jay.Dehner@Jacobs.com
	Reuben.Greer@Jacobs.com

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Engineering Contract for Landfill Gas Systems and Cover Repair
<b>Date:</b>	September 14, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Urban Experience Committee/ Public Infrastructure, Environment and Sustainability 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)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of a contract with Jacobs Engineering for needed repairs at the City's landfills.
<b>Background/History:</b> <p>The City operates and maintains the Northside Landfill (NSLF) and Southside Landfill (SSLF). In 2018, evaluations of the cover, gas collection and gas treatment systems for these landfills were conducted and several areas of improvement and repair were identified.</p> <p>On May 18, 2020, bidding closed on RFQu #5224-20 for Landfill Site Improvement Engineering Services. There were seven (7) responses received and Jacobs Engineering Group, with offices in Spokane, WA, were determined to be the most qualified respondent. The proposed contract will be for the engineering, design, consultation and construction oversight services for the needed repairs of the NSLF and SSLF gas collection and cover systems. The contract term will be from September 28, 2020 through December 31, 2021. The cost for this project is not to exceed \$616,115.00 plus a 10% administrative reserve of \$61,611.50, including tax if applicable.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Jacobs Engineering Group, based on RFQu #5224-20 for Landfill Site Improvement Engineering Services.</li> <li>Engineering, design and construction oversight services will be provided for repairs/improvements needed at the NSLF and SSLF on the gas collection and cover systems.</li> <li>Term from Sep. 28, 2020 through Dec. 31, 2021.</li> <li>Cost not to exceed \$677,726.50 (\$616,115.00 plus a 10% administrative reserve of \$61,611.50).</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 8/24/2020

**Type of expenditure:**

Goods ☐

Services ☒

**Department:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$616,115.00

**Funding Source:** Landfill Budget: 4530-45300-94000-56401

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Evaluations of the cover, gas collection and gas treatment systems for the Northside and Southside landfills were conducted in 2018 and several areas of improvement and repair were identified. In order to comply with permits and applicable regulations, as well as improving operational efficiencies, these repairs should be completed as soon as possible.

**What are the impacts if expenses are deferred?**

These repairs ultimately help mitigate the landfills impact on the environment. Deferring this expense could also result in costly permit violations.

**What alternative resources have been considered?**

There are no alternative resources.

**Description of the goods or service and any additional information?**

The scope of work for this project is for engineering, design, consultation and construction oversight services of repairs to the Northside and Southside Landfills gas collection and cover systems. This was planned and budgeted for in the 2020 and 2021 Capital Plan. The design phase of this project will be done in 2020, and the rest completed in 2021.

**Person Submitting Form/Contact:** Michelle Dorgan

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

9C36E3376992442...



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: LANDFILL SITE IMPROVEMENT**  
**ENGINEERING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JACOBS ENGINEERING GROUP**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for Landfill Site Improvement Services; and*

*WHEREAS, the Consultant was selected from through RFQu No. 5224-20.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on September 28, 2020, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Scope of Work dated August 14, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

**4. COMPENSATION.**

Total annual compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **SIX HUNDRED SIXTEEN THOUSAND ONE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$616,115.00)**, not including tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

## **5. PAYMENT.**

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **6. REIMBURSABLES**

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

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



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

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

## **7. TAXES, FEES AND LICENSES.**

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

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

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

#### **11. INSURANCE.**

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-

month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

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

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

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

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent,

parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

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

#### **20. INTELLECTUAL PROPERTY RIGHTS.**

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

#### **21. CONFIDENTIALITY.**

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

## **22. DISPUTES.**

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

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior

governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

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

#### **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under

the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.



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

**JACOBS ENGINEERING GROUP**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

Exhibit A – Certificate Regarding Debarment

Exhibit B - Consultant's Scope of Work dated August 14, 2020

20-137

## EXHIBIT A

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

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

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

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

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

## **EXHIBIT B**

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

09/21/2020

<u>Date Rec'd</u>	9/9/2020
<u>Clerk's File #</u>	OPR 2016-0794
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2018-0082
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR21912

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

**Agenda Wording**

A contract with Assetworks as sole source for annual maintenance and support of Citys Fleet Asset Management System (M5) and authorizing staff to execute contract October 1, 2020 - September 30, 2021. Contract amount is \$90,885.61 including tax.

**Summary (Background)**

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

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 90,855.61	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>
		Urban Experience 9/14/2020
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Rob Hallet - rob.hallet@assetworks.com

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	AssetWorks M5 Annual Support and Upgrades
<b>Date:</b>	September 14, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, msloon@spokanecity.org, 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 – AssetWorks Fleet Asset Management System (M5) Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	September 30, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<b>Background/History:</b>  AssetWorks supports the City's Fleet Asset Management System (M5), which is utilized by the Fleet Department. AssetWorks is the only supplier of M5 licensing. 2019 contracted amount was \$85,386.58. The price difference is the annual increase along with adding the TripCard module.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with AssetWorks for Annual Software Maintenance and Support of the City's Fleet Asset Management System.</li> <li>Requesting \$90,885.61 including tax for the renewal of this contract.</li> <li>Term is October 1, 2020 – September 30, 2021</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:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 8/26/2020

**Type of expenditure:** Goods ☒ Services ☐

**Department:** ITSD

**Approving Supervisor:** MIKE SLOON

**Amount of Proposed Expenditure:** \$90,885.61 including tax

**Funding Source:** 5300-73300-18850-54820

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This expenditure is required annually per our contract with AssetWorks.

**What are the impacts if expenses are deferred?**

We will be unable to get vendor support for upgrades or any other issues with the M5 Fleet Management System.

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

AssetWorks supports the City's Fleet Management System, which is utilized by the Fleet, Fire and Asset Management Departments.

**Person Submitting Form/Contact:** Carlos Plascencia

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_



**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

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

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

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

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

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on October 1, 2020.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through September 30, 2021.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **NINETY THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 61/100 DOLLARS (\$90,885.61)**, including tax, for everything furnished and done under this Contract Extension.

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

**ASSETWORKS**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Contract Extension:**

Consultant's Annual Maintenance Renewal No. #8366 M5FL MNT20





## MAINTENANCE RENEWAL STATEMENT

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

Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT20

TO: City of Spokane  
FROM: AssetWorks LLC  
DATE: July 9, 2020  
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2021

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

FleetFocus M5	\$	68,020.65
Crystal Reports	\$	1,456.35
TripCard Module	\$	2,685.69
FuelFocus Software	\$	10,837.40
Added FuelFocus ICU, Year 2 Maintenance for the pro-rated period 1/1/2021 - 9/30/2021 (9 months) to cotermin with annual renewal	\$	457.77
<i>Includes product updates and enhancements, unlimited email and telephone support for 12 months</i>		

**Subtotal, Current Maintenance, not including tax and options** \$ **83,457.86**

**OPTIONAL MAINTENANCE BUNDLES****AssetWorks Academy Users Conference Admission** Quantity @ \$1,250.00/person**Management Review** Check here to receive a quote

AssetWorks will perform onsite assessment relating maintenance practices to available system functionality to optimize organizational performance. This review will be scheduled at a mutually convenient time.

**Upgrade Assistance** \$4,000.00

AssetWorks will provide technical assistance to your organization to complete the upgrade to the next version. This assistance will be scheduled at a mutually convenient time. For details, please contact AssetWorks.

*For Visa, MasterCard, and American Express payments, add 4%:*

**REMIT TO:**

Sales Tax: 8.9000% \$ 7,427.75

**CHECKS**

*All software updates are electronically delivered*

AssetWorks  
PO Box 202525  
Dallas TX 75320-2525

**GRAND TOTAL DUE, \$ US** \$ **90,885.61****EFT, ACH, OR DIRECT DEPOSIT**

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253  
ABA # 122105278  
Account # 5076434348

US Tax ID # 98-0358175

Canada GST/HST # 834113896 RT0001

AssetWorks LLC is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Colleen.Boutcher@AssetWorks.com or by fax to (610) 971-9447. **Do not mail POs to our remittance address.**

**Terms**

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at <http://www.assetworks.com/TC-Fleet/>. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

**SOLE SOURCE**

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

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

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

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

[ ] PO REQUIRED: # \_\_\_\_\_ [ ] NO PO REQUIRED [ ] NO SEPARATE INVOICE NEEDED

[ ] Please MAIL invoice to: \_\_\_\_\_

[ ] Please E-MAIL invoice to: \_\_\_\_\_

➔ If you have any questions, please contact Colleen Boutcher at (484) 588-5515 or Colleen.Boutcher@AssetWorks.com. **Thank You!** ←

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

Limited Liability Company

ASSETWORKS LLC  
ASSETWORKS INC  
16201 E INDIANA AVE STE 2000  
SPOKANE VALLEY, WA 99206-6806  
TAX REGISTRATION - ACTIVE

BUSINESS LICENSE

Issue Date: Jun 05, 2020  
Unified Business ID #: 602882207  
Business ID #: 001  
Location: 0001  
Expires: Apr 30, 2021

CITY ENDORSEMENTS:  
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12056839BUS - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

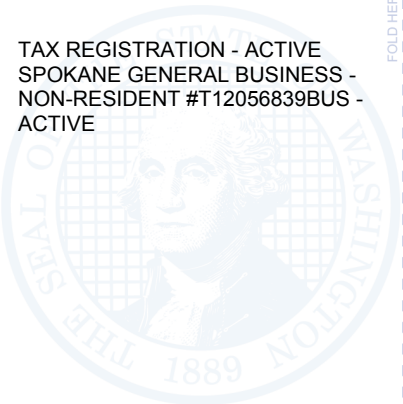
Director, Department of Revenue

UBI: 602882207 001 0001

ASSETWORKS LLC  
ASSETWORKS INC  
16201 E INDIANA AVE STE 2000  
SPOKANE VALLEY, WA 99206-6806

FOLD HERE

TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T12056839BUS -  
ACTIVE



STATE OF WASHINGTON

FOLD HERE

Expires: Apr 30, 2021

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, **destroy the old one and post this one in its place.**
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

- Login to **My DOR** at [business.wa.gov/BLS](http://business.wa.gov/BLS) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: (360) 705-6741

#### Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

#### Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)

PRODUCER		Serial # 173665		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY 100 KING STREET WEST, SUITE 4700 TORONTO, ON M5X 1E4 CANADA				INSURERS AFFORDING COVERAGE	
INSURED		CONSTELLATION SOFTWARE INC. AND ASSETWORKS LLC FLEET DIVISION 998 OLD EAGLE SCHOOL RD. WAYNE, PA 19087		INSURER A: FEDERAL INSURANCE COMPANY INSURER B: CHUBB INSURANCE COMPANY OF CANADA INSURER C: INSURER D: INSURER E:	
				NAIC# 20281	

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	99504839	09/27/2019	09/27/2020	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$ 1,000,000
		<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				
A		AUTOMOBILE LIABILITY	73600397	09/27/2019	09/27/2020	COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				\$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				
		<input type="checkbox"/> SCHEDULED AUTOS				
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		<input type="checkbox"/> ALL AUTOS OWNED AND/OR				
		<input type="checkbox"/> LEASED TO THE NAMED INSURED				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> ANY AUTO				\$
		OTHER THAN EA ACC				\$
		AUTO ONLY: AGG				\$
B		EXCESS/UMBRELLA LIABILITY	78183369	09/27/2019	09/27/2020	EACH OCCURRENCE
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$ 14,000,000
						\$ 14,000,000
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	7176-4342	09/27/2019	09/27/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
		EL EACH ACCIDENT				\$ 1,000,000
		EL DISEASE - EA EMPLOYEE				\$ 1,000,000
A		OTHER	99504839	09/27/2019	09/27/2020	EL DISEASE - POLICY LIMIT
		PROFESSIONAL LIABILITY AND TECHNOLOGY E&O				\$ 5,000,000 PER CLAIM & IN THE AGGREGATE

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

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

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF SPOKANE  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

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

AUTHORIZED REPRESENTATIVE



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

09/21/2020

<u>Date Rec'd</u>	9/10/2020
<u>Clerk's File #</u>	OPR 2019-0424
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	RFP 4504-18
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21911
<u>Agenda Item Name</u>	5300 INTELLECTYX PROF SVC FOR MDM 2020		

Agenda Wording

Contract with Intellectyx for professional services for implementation, integration, training, conversion, project management and related services for Master Data Management. This is the first renewal of a Two (2) 1yr renewal options.

Summary (Background)

The Innovation and Technology Services Department issued RFP 4504-18 for a Master Data Management solution and Phase 1 was completed in July 2020. This initial phase provided City data sets needed for decision making and common use by standardizing a method of publishing and dissemination of the data through a central location.

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

Expense	\$ \$219,399.96	# 5310-73100-94000-56403
Expense	\$ \$60,000.00	# 5300-73900-18880-54202
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u> Urban Experience
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Intellectyx - Raj Joseph raj@intellectyx.com

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Professional Services for Master Data Management Solution
<b>Date:</b>	September 14, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, msloon@spokanecity.org, 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)	Professional services with Intellectyx, Inc for assisting the City of Spokane's Master Data Management solution project – Phase II.  Utilizing Budget Account #5310 73100 94000 56403
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	September 1, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	A one-year professional services contract.
<b>Background/History:</b> The Innovation and Technology Services Department issued RFP 4504-18 for a Master Data Management solution and Phase 1 was completed in July 2020. This initial phase provided City data sets needed for decision making and common use by standardizing a method of publishing and dissemination of the data through a central location. Phase 2 efforts shall focus on providing a secure, privacy compliant way to use City data for aiding activities around community-wide planning, public safety, addressing concerns related to high risk populations, identifying service gaps, and providing support around case management services, emergency response programs, and health and housing initiatives. Please see attached MDM Business Use Case document for specific details on an identified critical project.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Intellectyx, Inc. for one-year professional services in support of Master Data Management solution implementation.</li> <li>Requesting \$279,396.96 including tax for this contract.</li> <li>Term is September 1, 2020 – August 31, 2021</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact:

Consistent with current operations/policy?

☐

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required:

Known challenges/barriers:

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 8/3/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** ITSD

**Approving Supervisor:** MIKE SLOON

**Amount of Proposed Expenditure:** \$279,399.96 including tax

**Funding Source:** 5310 73100 94000 56403

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This is the first renewal of 2 one year renewal options. This expenditure is necessary in order to fully implement the Master Data Management

**What are the impacts if expenses are deferred?**

We will be unable to get vendor support to help the City roll out MDM phase II deliverables which are critical for the full adoption of the MDM platform.

**What alternative resources have been considered?**

There are no other alternatives. Intellectyx was chosen as our consultants help the City implement Master Data Management via RFP 4504-18.

**Description of the goods or service and any additional information?**

Intellectyx, LLC supports the City's Master Data Management System, which is utilized by several departments in the City.

**Person Submitting Form/Contact:** Carlos Plascencia

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

9C36E3376992442...





**City of Spokane**

**CONTRACT RENEWAL**

**Title: MASTER DATA MANAGEMENT SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **INTELLECTYX, INC.**, whose address is 600 17<sup>th</sup> Street, 2800 South, Denver, Colorado, 80202 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform professional services for implementation, integration, training, conversion, project management and related services for Master Data Management; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract executed by the parties on June 22, 2019 and June 27, 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. RENEWAL TERM.**

This Contract Renewal shall become effective on September 1, 2020 and run through August 31, 2021, unless terminates sooner.

**3. COMPENSATION.**

The City shall pay an estimated maximum amount not to exceed **TWO HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED NINETY NINE AND 96/100 (\$279,399.96)**, including tax, in accordance with the Master Consulting Services Agreement, Exhibit A, and the updated Statement of Work, Exhibit B, 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.

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.

**INTELLECTYX, INC.**

**CITY OF SPOKANE**

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

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

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

\_\_\_\_\_  
David A. Condon

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A - Master Consulting Services Agreement  
Exhibit B - Statement of Work

**EXHIBIT A**  
**MASTER CONSULTING SERVICES AGREEMENT**

This Master Consulting Services Agreement (“**Agreement**”) is made as of the September 1, 2020 (“**Effective Date**”) between City of Spokane with its principal place of business at 808 W. Spokane Falls Blvd. Spokane WA 99201 on behalf of itself and its affiliates (“**Client**”) and Intellectyx Inc., a Colorado corporation with its principal place of business at 600 17th Street 2800 South, Denver, CO 80202 USA (“**Company**”).

**BACKGROUND**

WHEREAS, Company maintains a staff of consultants who provide professional, support, managed delivery services; and

WHEREAS, Client desires to utilize the consulting services of Company.

Accordingly, the parties agree as follows:

1. Term. The term (“**Term**”) of this Agreement commences on the Effective Date and continues until terminated as set forth in Section 7 below.
2. Scope of Services. Company shall provide consulting services (“**Services**”) through one or more consultants (“**Consultant(s)**”) to assist Client during the Term of this Agreement with each distinct project(s) described in a statement of work order #002 (“**Work Order**”) to this Agreement, each of which is incorporated herein by this reference. The suggested form of the Work Order is attached hereto as Exhibit C to this Agreement. No obligations for Services or costs may be incurred by either party except in accordance with a Work Order signed by both parties. In the event of any conflict between the terms in this Agreement and the Work Order with regard to such terms and conditions, the terms of the Work Order will control and resolve the conflict.
3. Equipment. If ever necessary for the performance of Services, Client agrees to allow Company and Consultant(s) full and free access to equipment (“**Equipment**”) as needed for the performance of Services, and Client shall provide a safe place in which to perform Services on-site. If any Equipment is provided to Consultant(s) by Client in connection with the performance of the Services, whether on-site or off-site, such Equipment at all times remains the property of Client, and upon the expiration or termination of any Work Order or this Agreement, Company or Consultant shall promptly return such equipment to Client. If such Equipment has not been returned to Client within thirty (30) days after the expiration or termination of a Work Order or the Agreement, Company shall reimburse Client for the replacement cost of the Equipment.
4. Progress Reports. Client may request reports from Company and/or Consultants about the progress of the Services, and Company shall participate in progress meetings as reasonably requested by Client.

5. Inventions/Property Rights.

- a) Any inventions, improvements, concepts, or ideas made or conceived by Consultants or Company in connection with and during the performance of Services hereunder and related to the business of Client, including, but not limited to, any writings, reports, compilations, software programs or code, shall be the sole and exclusive property of Client. As part of the Services to be performed hereunder, Consultants shall keep written notebook records of their work, properly witnessed for use as invention records, and submit such records to Client upon Client's reasonable request or upon the termination of Company or Consultant's Services or this Agreement. Consultants shall not reproduce any portion of such notebook records without the prior written consent of Client. Company and Consultants shall promptly and fully report all such inventions to Client.
- b) Any work performed by Company or Consultants under this Agreement is a "**Work Made for Hire**" as that phrase is defined by the U.S. copyright laws and is by and for the express benefit of Client. In the event it should be established that such work does not qualify as a Work Made for Hire, Company hereby assigns to Client all of its right, title, and interest in such work product including, but not limited to, all copyrights, patents, trademarks, and other proprietary rights.
- c) Both during the Term of this Agreement and thereafter, Company and Consultants shall fully cooperate with Client in the protection and enforcement of any intellectual property rights arising from Work Made for Hire under the terms of this Agreement. This may include executing, acknowledging, and delivering to Client all documents or papers that may be necessary to enable Client to publish or protect such intellectual property rights.
- d) Notwithstanding the other provisions in this Section 5, Company shall be free to use and employ Company's general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, tools, processes, techniques or skills gained or learned during the course of any Services performed under this Agreement.
- e) Client acknowledges that Company retains all intellectual property rights in and to all proprietary documents, data, processes and programs, if any, provided in connection with Services performed under this Agreement.

6. Confidentiality/Public Records.

- a) Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records, at the Company's own expense. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.
- b) Receiving Party is not permitted to make any copies of Confidential Information except as may be necessary to perform its obligations under this Agreement.

- c) Nothing contained in this Agreement may be construed as granting any rights, by License or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement or any such intellectual property rights therein.
  - d) Subject to the Washington State Public Records Act, Receiving Party acknowledges that the unauthorized disclosure, use or disposition of Such Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Disclosing Party has the right to seek an immediate injunction in the event of any breach of this Section 6, in addition to any other remedies that may be available to Disclosing Party at law or in equity.
  - e) Subject to the Washington State Public Records Act, upon the written request of Disclosing Party at any time, Receiving Party shall, at Disclosing Party's option, either destroy or return to Disclosing Party all tapes, diskettes or other media upon which the Disclosing Party's Confidential Information is stored, and any and all copies thereof. If Disclosing Party requests the destruction of any of its Confidential Information, Receiving Party shall certify in a writing to be delivered to Disclosing Party within thirty (30) business days following such destruction that such destruction has been completed.
7. Termination. This Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other party and may be terminated immediately for cause or upon completion of the Services specified in any outstanding Work Orders. In the event of expiration or termination of this Agreement, the provisions of this Agreement which by their nature have continuing effect will survive and continue in effect and will inure to the benefit of and be binding upon the parties, their legal representatives, successors, heirs and assigns.
8. Fees. In consideration of the Services rendered by Consultants to Client hereunder, Client shall pay fees to Company in accordance with the rates set forth in the applicable Work Order(s). Fees are valid for the agreed upon term of each Work Order and thereafter shall be subject to change by Company upon thirty (60) day written notice to Client. Any fee estimates provided for work to be billed on an hourly or daily basis are for informational purposes only. In the event of a good faith dispute as to the calculation or amount owed as stated in Company's invoice, Client shall give written notice to Company stating the details of such dispute and shall promptly pay any undisputed amount, and such dispute shall be resolved in accordance with Section 18. Company's acceptance of partial payment from Client does not constitute a waiver of payment in full of the disputed amount. Unless otherwise noted in the applicable Work Order, Company shall be responsible for any and all expenses incurred by Consultants in connection with performance of the Services hereunder.
9. Invoicing / Taxes.
- a) Company shall invoice Client for its Services per the arrangements specified in the applicable Work Order(s). Each invoice is due and payable within fifteen (45) days of Client's receipt of such invoice. Client agrees and understands that all payments shall be made in U.S. dollars. Company may bill in advance for any recurring service. Any late payments (beyond the 15th of any month) shall be subject to a service charge equal to 1.5% per month of the amount due. Company reserves the right to suspend Services if Client fails to pay any invoice within sixty (60) days of Client's receipt thereof.
  - b) Company shall be liable for all taxes (including, but not limited to, income, withholding, gross receipts, turnover, value added, sales and services taxes, and any penalties, fines or interest with

respect thereto) imposed on Company with respect to amounts to be paid by Company to any Consultant. Client shall be liable for all taxes (including, but not limited to, income, withholding, gross receipts, turnover, value added, sales and services taxes, and any penalties, fines or interest with respect thereto) imposed on Client arising from the Services, including, but not limited to, amounts to be paid by Client to Company under this Agreement.

10. Insurance. Company shall maintain commercial general liability coverage related to the performance of Services. Upon request, Company shall provide Client with a certificate of insurance evidencing the coverage.
11. Company Warranties. With respect to the Services, the Company represents and warrants to Client that:
  - a) Company is a duly formed corporation in good standing under the laws of the State of Colorado and that it is qualified to transact business in all locations where the ownership of its properties or the nature of its operations requires such qualification;
  - b) Company has full power and authority to enter into and perform the Agreement, that the execution and delivery of the Agreement have been duly authorized, and that the Agreement does not breach any other agreement or covenant to which Company is a party or is bound; and
  - c) Company shall perform the Services according to the terms and conditions of this Agreement and in accordance with generally applicable industry standards. Company's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for Company to re-perform any deficient Services of which Company is notified during the Term. Company shall have no obligation with respect to such warranty claim if (i) the claim is the result of Client or some other party, or (ii) the basis for the claim is otherwise attributable to factors outside the reasonable control of Company.

THIS SECTION 11 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR ANY WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICES BY COMPANY OR CONSULTANTS.

12. Client Warranties. Client represents and warrants to Company that:
  - a) Client has full power and authority to enter into and perform the Agreement, that the execution and delivery of the Agreement have been duly authorized, and that the Agreement does not breach any other agreement or covenant to which Client is a party or is bound;
  - b) Client is aware of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its compliance obligations thereunder, and Client acknowledges that Company has made no representation or warranty as to HIPAA compliance. Client accepts full responsibility for instructing Company or consulting a HIPAA expert to ensure that all HIPAA compliance obligations are fulfilled under this Agreement; and Client is financially capable of paying the fees for each Work Order as set forth in Section 8.
13. Non-Solicitation. Commencing on the execution of this Agreement, and continuing for a period of five (5) year after this Agreement is terminated by either party, Client will not, directly or indirectly, alone or in concert with others, induce or attempt to induce any person who at the time of such

inducement is a Consultant or an employee of the Company or its subsidiaries to perform work or services for any other person or entity other than the Company.

14. Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party, including its partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, against any and all claims, demands, causes of action, damages, losses, debts or liabilities (including, but not limited to, reasonable attorneys' fees, expenses and court costs) and injuries to person or property (including death) resulting in any way, from any act, omission, or negligence on the part of such party in the performance or failure to perform its obligations under this Agreement, excepting only those losses to the extent they are due to the other party's negligence, recklessness or willful misconduct.
15. Independent Contractor. Company and Consultants are independent contractors of Client. Company, and Consultants, and Company's employees will not be eligible for any benefits from Client, and Company is solely responsible for paying Consultants' wages. Nothing herein contained shall be deemed to create a partnership, joint venture, agency, franchise, employment, or other such relationship between Client and Company or Client and Consultants. No party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
16. Assignment. This Agreement or any Work Order may be assigned by Company (i) pursuant to a merger or change of control; (ii) to an assignee of all or substantially all of Company's assets; or (iii) with prior written consent of Client. Client may assign its rights and obligations under this Agreement or any Work Order with the prior written consent of Company, which consent cannot be unreasonably withheld. Any purported assignment in violation of this Section 16 shall be void.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles.
18. Disputes. If a dispute arises between the parties relating to the interpretation or performance of this Agreement, or the grounds for the termination thereof, the parties agree to hold a meeting in the City of Spokane, Washington, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then current Arbitration Rules of the American Arbitration Association ("AAA"), with a panel of three (3) arbitrators in Spokane, Washington. Such arbitrators shall be selected by the mutual agreement of the parties or, failing such agreement, shall be selected according to the aforesaid AAA rules. The parties shall bear the costs of arbitration equally unless the arbitrators, pursuant to their right, but not their obligation, require the non-prevailing party to bear all or any unequal portion of the prevailing party's costs. The decision of the arbitrator shall be final and may be sued on or enforced by the party in whose favor it runs in any court of competent jurisdiction at the option of the successful party. The arbitrators will be instructed to prepare and deliver a written, reasoned opinion conferring their decision. The rights and obligations of the parties to arbitrate any dispute relating to the interpretation or performance of this Agreement or the grounds for the termination thereof shall survive the expiration or termination of this Agreement for any reason. Nothing contained herein shall prevent either party from petitioning a court for provisional relief, including injunctive relief, as permitted by the Arbitration Rules of the AAA. Any arbitration hereunder shall be conducted in the English language. In the event of any dispute, any payments due Company from Client will be placed into an escrow account located at a bank of Company's choosing. Any funds placed in escrow will be released based on the results of the dispute resolution. Through all required procedures set forth in this Section 18, should any party to

the dispute not be able to be physically present in the required location, such party must provide a legal representative with full power of attorney to speak for and bind that party to any decision made.

19. Limitation of Liability. CLIENT AGREES THAT COMPANY IS NOT AND WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE CLIENT OR ANY THIRD PARTY INCURS, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR STRICT LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IN NO EVENT WILL THE AMOUNT CLIENT MAY RECOVER UNDER THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE TO COMPANY BY CLIENT PURSUANT TO THIS AGREEMENT IN THE IMMEDIATELY PRECEDING SIX (6) MONTHS.
20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
21. Headings. The headings used in this Agreement are for reference purposes only and shall not control the meaning or interpretation of any of the provisions of this Agreement.
22. Entire Agreement. This Agreement and associated Work Orders constitute the entire agreement and set forth the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party. This Agreement may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprises the final executed and binding Agreement.
23. Modifications. Except as otherwise provided herein, this Agreement and associated Work Order may be modified, amended, or any provision waived only by a written instrument signed by both Client and Company.
24. Waiver. Waiver or failure by either party to exercise in any respect any right provided for in this Agreement or a Work Order will not be deemed a waiver of any further right under this Agreement or such Work Order.
25. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon.
26. Notices. Any notice required or permitted to be given pursuant to the terms of this Agreement is deemed to be received five (5) days after deposit into the United States mail, postage prepaid,



certified return receipt requested and addressed as provided below, or upon receipt if delivered by any other method:

If to Client: City of Spokane,  
808 W. Spokane Falls Blvd.  
Spokane WA 99201 USA

If to Company: Intellectyx Inc.  
600 17th Street 2800 South,  
Denver CO 80202 USA

**[Signature Page To Follow]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

**CITY OF SPOKANE**

**INTELLECTYX INC.**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B**  
**STATEMENT OF WORK #002**

This Statement of Work. 002 (“SOW”) is made as of the September 1, 2020 (“**Effective Date**”) between City of Spokane with its principal place of business at 808 W. Spokane Falls Blvd. Spokane WA 99201 on behalf of itself and its affiliates (“**Client**”) and Intellectyx Inc., a Colorado corporation with its principal place of business at 600 17th Street 2800 South, Denver, CO 80202 USA (“**Company**”).

**Incorporation:**

This SOW incorporates by reference the Master Consulting Services Agreement entered into on August 31, 2020 by and between Company and Client (hereinafter, the “**Agreement**”). Any terms contained in the Agreement not modified herein shall remain in full force and effect.

**Scope of Work:**

City of Spokane continues to implement an end-to-end, comprehensive, enterprise Master Data Management solution to provide integrated information for internal collaboration, decision-making, government transparency, and accountability, and ultimately provide citizens with information that encourages participation and feedback.

See attached “MDM Business Value” document and the emphasis of Phase 2 is on delivering data solutions to business problems related to vulnerable populations and homelessness. The overarching goal for that project is:

“A primary use case for MDM (and the first project for Phase 2) is to utilize the system to better understand homelessness in our City. Using the tools provided in the MDM platform, we can pull together data from disparate systems to create a more holistic picture of homelessness.”

This project is supported by CHHS, SPD, SFD, 3-1-1, and Community Courts that are all providing data.

Phase 2 of this implementation includes the following high-level technical scope of service requested by City of Spokane:

- Annual Maintenance & Support;
- Multi-tenant Level Data Lake;
- Data Source API;
- Cross Data Source Reporting Models;
- Data Governance;
- Address MDM Model
- Aggregate Data Source Reporting
- Data Views
- Public Record Request;
- Business MDM Model;
- Open Data Public Level Permissioning;
- Financial Systems MDM Model.

**Deliverables:**

- A. Project Workplan that mutually confirms and defines the scope, schedule, deliverables, detailed project steps, and owner responsibilities for the following areas:
  - a. Project Planning & Schedule
  - b. Design and Build
  - c. Training
  - d. Test and Deploy
  - e. Acceptance criteria will be identified for each deliverable
- B. The following deliverables shall be captured within the Project Workplan as stated in Deliverables item

<b>Deliverable #</b>	<b>Name</b>	<b>Type</b>
1	Project Work Plan - Project Plan & Schedule - Acceptance criteria for each milestone	Solution
2	Multi-tenant Data Lake - data storage for Library and CHHS, SPD, SFD, 3-1-1, and Courts - MDM Platform for Library and CHHS, SPD, SFD, 3-1-1, and Courts	Solution
3	Monthly Maintenance & Support Data Governance – Access and Permission - List view of all data sets and request access permissioning	Solution
4	Data Source API – Access to data sources via API	Solution
5	Open Data Public Level Permissioning and Comparison of multiple sources using Person ID. - Open Data Public Level Permissioning - Cross Data Source Reporting Models - Data Visualization Layer	Solution Solution Artifact
6	MDM Master Data Model - Address MDM Data Model, Data Visualization Layer using Power BI	Artifact
7	Data Views - Data Views and Reports – Tracking of user hits	Solution
8	Aggregate Data Source Reporting and MDM Master Data Model - Cross reporting comparison and summary reports - Business MDM Data Model, Data Visualization Layer using Power BI	Solution
9	Public Record Request	Solution
10	MDM Master Data Model - Design & Architecture of MDM Platform - Financial MDM Data Model, Data Visualization Layer using PowerBI	Artifact
11	MDM Platform Test Plan, Result and Performance	Artifact
12	Go Live & Transition - Cutover Plan - Final documentation review and signoff - Go Live acceptance and transition	Artifact

### **Technology Stack:**

Azure Cloud, Azure Data Factory, Azure SQL Data Warehouse, Azure Analysis Services, PowerBI, Python, PostgreSQL, ReactJS, Django, Azure Data Lake Gen 2 Storage.

### **Point of Contact:**

City of Spokane: Peggy Lund, Supervisor Information System Analyst

Intellectyx: Raj Joseph, CEO Intellectyx

### **Timeline:**

**Start Date:** September 1, 2020

**End Date:** August 31, 2021

### **Total Cost of Service**

The total cost for this contract will include Twelve (12) deliverables with the following breakout of costs and associated milestone. Final pricing will be determined on the mutually agreed upon number of data sources delivered.

DESCRIPTION OF SERVICES		
Services	Milestone (Month)	Cost of Milestone
Monthly Maintenance & Support Project Work Plan	M1	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Multi-tenant Data Lake	M2	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Data Governance – Access and Permission	M3	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Data Source API – Access to data sources via API	M4	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Open Data Public Level Permissioning and Comparison of multiple sources using Person ID.	M5	\$5,000.00 \$15,783.33
Monthly Maintenance & Support MDM Master Data Model	M6	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Data Views	M7	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Aggregate Data Source Reporting and MDM Master Data Model	M8	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Public Record Request	M9	\$5,000.00 \$15,783.33
Monthly Maintenance & Support MDM Master Data Model	M10	\$5,000.00 \$15,783.33
Monthly Maintenance & Support MDM Platform Test Plan, Result and Performance	M11	\$5,000.00 \$15,783.33
Monthly Maintenance & Support Go Live & Transition	M12	\$5,000.00 \$15,783.33
<b>TOTAL for SERVICES</b>		<b>\$249,399.96</b>
<b>Project Expenses* - Not to Exceed</b>		<b>\$30,000.00</b>
<b>Total SERVICES &amp; EXPENSES</b>		<b>\$279,399.96</b>

**\* Travel and Expenses**

Travel expenses will be billed as they are incurred. City of Spokane shall reimburse Intellectyx for:

- Direct travel expenses including, but not limited to hotel, airfare, car rentals, parking and airline and travel agent fees.
- Per diem rates set by General Services Administration (GSA)
- A mileage charge based on the current Internal Revenue Service recommended rate per mile.
- All other reasonable expenses incurred in the performance of Intellectyx duties as preapproved by the City of Spokane.

Milestone payment will be paid upon acceptance of Milestone deliverable as defined in the Project Workplan.

**Payment Terms: NET 45**

IN WITNESS WHEREOF, the parties hereto have caused this Work Order to be executed by their duly authorized representatives as of the WO Effective Date set forth above.

**CITY OF SPOKANE.**

**INTELLECTYX INC.**

BY  
[Signature]

BY  
[Signature]

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[INTELLECTYX](#)

## License Information:

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

**Entity name:** INTELLECTYX INC.

**Business name:** INTELLECTYX

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

**UBI #:** 604-461-904

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 600 17TH STREET 2800 SOUTH  
DENVER CO 80202

**Mailing address:** 600 17TH STREET 2800 SOUTH  
DENVER CO 80202

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

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

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance</a>
<a href="#">Spokane General Business - Non-Resident</a>				Active	May-31-2021	Jun-01-2019

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

<a href="#">Governing people</a>	<a href="#">Title</a>
SHRESTHA, SANJU	

## Registered Trade Names

<a href="#">Registered trade names</a>	<a href="#">Status</a>	<a href="#">First issued</a>
INTELLECTYX	Active	Jun-01-2019

The Business Lookup information is updated nightly. Search date and time: 7/6/2020 7:44:13 AM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/04/2020

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

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

<b>PRODUCER</b>  Lockton Affinity, LLC  P. O. Box 879610 Kansas City, MO 64187-9610	<b>CONTACT NAME:</b> Lockton Affinity, LLC	
	<b>PHONE (A/C No. Ext):</b> 800-301-8814	<b>FAX (A/C No.):</b> 913-652-7599
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Sentinel Insurance Company	11000
<b>INSURED</b>  Intellectyx, Inc.  600 17th Street 2800 South  Denver, CO 80202	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		37SBMAV9513-07	09/20/2019	09/20/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPOP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Master Data Management Solution additional insured by written contract.

## CERTIFICATE HOLDER

City of Spokane c/o Peggy Lund 808 W. Spokane Falls Blvd. Spokane, WA 99201	1133738
--	---------

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Pat D. O'Hanlon*

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**Agenda Sheet for City Council Meeting of:**  
09/21/2020

<b>Date Rec'd</b>	9/9/2020
<b>Clerk's File #</b>	OPR 2017-0546
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	PAID BY CLAIMS

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

**Agenda Wording**

Amendment to contract with Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter John Durgan v. City of Spokane. Increase of \$75,000.00 for total contract amount of \$560,000.00.

**Summary (Background)**

The City entered into contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Expense	\$ 75,000.00	#	5800-78100-14780-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE	<b><u>Study Session\Other</u></b>	9/14/20
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	Lori Kinnear
<b><u>Finance</u></b>	WALLACE, TONYA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	mfc@ettermcmahon.com	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	sfaggiano@spokanecity.org	
<b><u>Additional Approvals</u></b>		sdhansen@spokanecity.org	
<b><u>Purchasing</u></b>		james.scott@ascrisk.com	
		dstragier@spokanecity.org	
		rkokot@spokanecity.org	
		tstrothman@spokanecity.org	





# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/2/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Legal

**Approving Supervisor:** Tonya Wallace

**Amount of Proposed Expenditure:** \$75,000.00

**Funding Source:** Risk Management - Claims

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Additional funds are needed as this lawsuit continues.

**What are the impacts if expenses are deferred?**

N/A

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

Contract Amendment for ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C., as outside legal counsel in the matter of JOHN DURGAN ET. AL., v. CITY OF SPOKANE, ET. AL. This litigation arises from a water rate challenge.

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

Tonya Wallace

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_



**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees regarding the matter of **JOHN DURGAN, ET. AL. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated July 28, 2017 and August 1, 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 become effective on September 1, 2020.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$560,000.00)**.

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

**ETTER, MCMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.**

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

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

\_\_\_\_\_  
Title

Attest: Approved as to form:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

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

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

09/21/2020

**Date Rec'd**

9/9/2020

**Clerk's File #**

OPR 2020-0313

**Renews #****Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**

SAM FAGGIANO 6818

**Project #****Contact E-Mail**

SFAGGIANOSPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

PAID BY CLAIMS

**Agenda Item Name**

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Amendment to contract with Stewart A. Estes and the law firm of Keating Bucklin & McCormack Inc., P.S. for outside counsel services and advice to the City regarding the matter of the Beveridge, et. al. v. City of Spokane, et. al.

**Summary (Background)**

The City entered into contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary. Increase of \$25,000 for a total contract amount of \$75,000.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 25,000.00

# 5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

9/14/20

**Division Director****Council Sponsor**

Lori Kinnear

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

sestes@kbmlawyers.com

**For the Mayor**

ORMSBY, MICHAEL

sfaggiano@spokanecity.org

**Additional Approvals**

sdhansen@spokanecity.org

**Purchasing**

james.scott@ascrisk.com

rkokot@spokanecity.org

tstrothman@spokanecity.org



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/2/20

Type of expenditure: Goods ☐ Services ☒

Department: Legal

Approving Supervisor: Tonya Wallace

Amount of Proposed Expenditure: \$25,000.00

Funding Source: Risk Management - Claims

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Additional funds are needed as this lawsuit continues.

**What are the impacts if expenses are deferred?**

N/A

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

Contract Amendment for KEATING, BUCKLIN & MCCORMACK, INC., P.S. as outside legal counsel in the matter of BEVERIDGE, ET. AL. v. CITY OF SPOKANE ET. AL. This is a lawsuit against SPD for alleged civil rights violations, negligent hiring and malicious prosecution.

Person Submitting Form/Contact:

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

\_\_\_\_\_



**City of Spokane**  
**OUTSIDE COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175,, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of BEVERIDGE, ET. AL. v. CITY OF SPOKANE, ET. AL., and*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, attested by the City Clerk on March 6, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on August 1, 2020.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00).**

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

**KEATING, BUCKLIN &  
MCCORMACK, INC., P.S.**

**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

20-140

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

09/21/2020

Date Rec'd	9/1/2020
Clerk's File #	OPR 2020-0700
Renews #	

Submitting Dept	FIRE	Cross Ref #	ORD C35941
Contact Name/Phone	BRIAN X7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	FIRE ASSISTANCE TO FIREFIGHTERS GRANT FOR COVID-19 PPE		

Agenda Wording

The Assistance to Firefighters Grant (AFG) from the Department of Homeland Security is for COVID-19 personal protective equipment (PPE) and related supplies to prevent, prepare for, and respond to coronavirus. Grant award number is EMW-2020-FG-0035.

Summary (Background)

FEMA/DHS opened up a grant opportunity to support Firefighting personnel on the front line by reimbursing PPE expenses and for future PPE needs. This includes nitrile gloves, face masks/shields, coveralls/gowns, shoe coverings, safety glasses, etc. This is a reimbursement grant with a 10% matching requirement. The period of performance for the grant is August 31, 2020 through August 30, 2021 so PPE expenses incurred March-August 2020 are not reimbursable under this grant.

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

Expense	\$ 497,693.22	# 1970-93541-22200-53205-54913
---------	---------------	--------------------------------

Revenue	\$ 497,693.22	# 1970-93541-99999-33197-54913
---------	---------------	--------------------------------

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

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

Approvals		Council Notifications	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	PSCHC 06/01/20
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	fireaccounting@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	awinchell@spokanecity.org	
Additional Approvals		rstrickland@spokanecity.org	
<u>Purchasing</u>		kbustos@spokanecity.org	
<u>GRANTS &amp;</u>	STOPHER, SALLY		



## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire Department
<b>Subject:</b>	Request for approval to apply for grant
<b>Date:</b>	03/15/2020
<b>Contact (email &amp; phone):</b>	Amanda Winchell, 509-625-7037
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Brian Schaeffer, Fire Chief
<b>Committee(s) Impacted:</b>	Public Safety and Community Health 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)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	03/15/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of grant application (FEMA) for Personal Protective Equipment
<b>Background/History:</b> The fire department has spent approximately \$121,000 on Personal Protective Equipment (PPE) to protect fire personnel since the COVID-19 outbreak. FEMA opened up a grant opportunity to support Firefighting personnel on the front line by reimbursing PPE expenses and for future PPE needs through May 29, 2021	
<b>Executive Summary:</b> The Spokane Fire Department has applied for a PPE grant with FEMA in the amount of 497,693.22	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: 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 <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: None.	

## Expenditure Control Form



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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 09/09/2020    **Type of expenditure:**    Goods ☒    Services ☐

**Department:** Fire

**Approving Supervisor:** Brian Schaeffer, X7001

**Amount of Proposed Expenditure:** \$497,693.22

**Funding Source:** 1970-93541-22200-53205-54913

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

SFD has received an Assistance to Firefighters Grant (AFG) from the Department of Homeland Security for COVID-19 personal protective equipment (PPE). There is a 10% matching requirement so a maximum of \$45,244.84 of local funding will be required.

**What are the impacts if expenses are deferred?**

If this grant is not accepted, the cost of additional COVID-19 PPE will be borne initially by the SFD. It's not certain that the expenses would be covered by another grant, which would ultimately impact Fund 1970's net position.

**What alternative resources have been considered?**

None.

**Description of the goods or service and any additional information?**

This grant will cover COVID-19 PPE purchases such as nitrile gloves, face masks/shields, coveralls/gowns, shoe coverings, safety glasses, etc.

**Person Submitting Form/Contact:** Kim Bustos

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Amanda Winchell  
SPOKANE, CITY OF  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WA 99201



EMW-2020-FG-00351

Dear Amanda Winchell,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$452,448.38 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$45,244.84 for a total approved budget of \$497,693.22. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", with a stylized flourish at the end.

Christopher Logan  
Acting Assistant Administrator  
Grant Programs Directorate

# Summary Award Memo

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

**Recipient:** SPOKANE, CITY OF

**DUNS number:** 115528189

**Award number:** EMW-2020-FG-00351

## Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$455,981.31
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$41,711.91
Federal	\$452,448.38
Non-federal	\$45,244.84
Total	\$497,693.22
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

### Approved request details:

## Personal Protective Equipment (PPE)

Gloves				
DESCRIPTION				
Nitrile Gloves				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	364,000	\$0.08	\$29,120.00	Equipment

Gloves				
DESCRIPTION				
Nitrile gloves for reimbursement				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	171,350	\$0.08	\$13,708.00	Equipment

Protective Coveralls				
DESCRIPTION				
reusable protective coveralls				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	\$309.47	\$30,947.00	Equipment

Footwear Covers				
DESCRIPTION				
Shoe Covers				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	72,800	\$0.18	\$13,104.00	Equipment

## Eye Protection

### DESCRIPTION

Disposable Face shields

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	36,400	\$2.82	\$102,648.00	Equipment

## Surgical Type Face Masks

### DESCRIPTION

Surgical Disposable Face Masks

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	54,600	\$0.30	\$16,380.00	Equipment

## Supplies

### DESCRIPTION

Spokane, WA Sales tax rate of 8.9%

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$40,582.33	\$40,582.33	Indirect charges

## Isolation Gowns

### DESCRIPTION

Medical Isolation Gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	36,400	\$3.65	\$132,860.00	Equipment

## Eye Protection

### DESCRIPTION

Reusable safety glasses for reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	586	\$1.88	\$1,101.68	Equipment

## Surgical Type Face Masks

### DESCRIPTION

N95 Masks

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1,300	\$17.75	\$23,075.00	Equipment

## Isolation Gowns

### DESCRIPTION

Disposable Isolation Gowns for Reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4,365	\$3.35	\$14,622.75	Equipment

## Eye Protection

### DESCRIPTION

Reusable face shields for reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	57	\$4.82	\$274.74	Equipment



## Footwear Covers

### DESCRIPTION

Disposable Shoe Covers for reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	\$0.18	\$18.00	Equipment

## Protective Coveralls

### DESCRIPTION

Reusable protective coveralls/gowns for reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	56	\$245.76	\$13,762.56	Equipment

## Surgical Type Face Masks

### DESCRIPTION

Disposable Surgical Face Masks for Reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	84,268	\$0.30	\$25,280.40	Equipment

## Eye Protection

### DESCRIPTION

Safety Glasses

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	500	\$2.90	\$1,450.00	Equipment

## Supplies

### DESCRIPTION

Shipping charges incurred for reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$1,129.58	\$1,129.58	Indirect charges

## Surgical Type Face Masks

### DESCRIPTION

N95 Masks for reimbursement

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3,141	\$11.98	\$37,629.18	Equipment

## **Agreement Articles**

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

**Recipient:** SPOKANE, CITY OF

**DUNS number:** 115528189

**Award number:** EMW-2020-FG-00351

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**Article 1      Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article 2      DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

<b>Article 3</b>	<b>Acknowledgement of Federal Funding from DHS</b> Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
<b>Article 4</b>	<b>Activities Conducted Abroad</b> Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
<b>Article 5</b>	<b>Age Discrimination Act of 1975</b> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information (PII)</b> Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article 9 Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.



<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b> Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
<b>Article 15</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
<b>Article 16</b>	<b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
<b>Article 17</b>	<b>Federal Debt Status</b> All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
<b>Article 18</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
<b>Article 19</b>	<b>Fly America Act of 1974</b> Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
<b>Article 20</b>	<b>Hotel and Motel Fire Safety Act of 1990</b> In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

**Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 22 Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 23 National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 25 Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article 26 Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article 27 Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article 28 Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 29 Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 30 Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 31 Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 32 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article 33 Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 34 Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 35 Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article 36 USA Patriot Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.

**Article 37 Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article 38 Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 39 Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

**Article 40 Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41 Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article 42 Environmental Planning and Historic Preservation**

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

## Obligating document

<b>1. Agreement No.</b> EMW-2020-FG-00351	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 916001280	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX03218N2020T		
<b>6. Recipient Name and Address</b> SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201	<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
<b>9. Name of Recipient Project Officer</b> Amanda Winchell	<b>9a. Phone No.</b> 5096257037	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960		
<b>11. Effective Date of This Action</b>  08/24/2020	<b>12. Method of Payment</b>  OTHER - FEMA GO	<b>13. Assistance Arrangement</b>  COST SHARING		<b>14. Performance Period</b> 08/31/2020 to 08/30/2021 <b>Budget Period</b> 08/31/2020 to 08/30/2021		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2020-FC-GB01 - P431-xxxx-4101-D	\$0.00	\$452,448.38	\$452,448.38	\$45,244.84
Totals			\$0.00	\$452,448.38	\$452,448.38	\$45,244.84
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b>16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/24/2020

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

09/21/2020

Date Rec'd

9/9/2020

Clerk's File #

OPR 2020-0701

Renews #Submitting Dept

POLICE

Cross Ref #

ORD C35942

Contact Name/PhoneJENNIFER 5096254056  
HAMMONDProject #Contact E-Mail

JHAMMOND@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name0680-POLICE-BEHAVIOR HEALTH UNIT SUB CONTRACT WITH SPOKANE  
COUNTYAgenda Wording

Washington Association of Police Chief's (WASPC) in collaboration with the Spokane County Sheriff's awarded the Spokane Police Department (SPD) \$178,423 for the term of July 1, 2020- June 30, 2021.

Summary (Background)

Approval of Sub recipient contract with Spokane County for the reimbursement of wages for a full time Sergeant and for travel and training provided by the grant funding. Total contract \$178,423. •Approval for grant award for \$178,423 and related SBO. •Total Grant-\$698,750: City-\$178,423 & County-\$520,327

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HAMMOND, JENNIFER

Study Session\Other

6/29/2020

Division Director

HAMMOND, JENNIFER

Council Sponsor

Kinnear

Finance

SCHMITT, KEVIN

Distribution ListLegal

ODLE, MARI

emccowan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

spdfinance

Additional Approvals

Jhammond

Purchasing

kgrytdal

GRANTS &  
CONTRACT MGMT

STOPHER, SALLY



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Behavioral Health Unit-Grant Award-2020-2021
<b>Date:</b>	June 29, 2020
<b>Contact (email &amp; phone):</b>	Jennifer Hammond-625-4056
<b>City Council Sponsor:</b>	None
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Community
<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)	Supports Comprehensive Plan CFU 1.9
<b>Strategic Initiative:</b>	Advance Public Safety and Build Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval for the Spokane Police Department's grant award for the Behavioral Health Unit Yr 2020-2021
<p><u>Background/History:</u>  Washington Association of Police Chief's (WASPC) in collaboration with the Spokane County Sheriff's awarded the Spokane Police Department (SPD) \$178,423 for the term of July 1, 2020- June 30, 2021.</p> <p>A grant application was submitted and approved in the year 2020 for a total of \$698,750 for the management of the Behavioral Health Unit. The SPD only funds will be allocated to support a Sergeant and travel and training, and the remaining funds will go to Spokane County for officer staff and a contract for Behavioral Health Services. The contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management. Four Mental Health Service employees will be supported at a cost of \$341,904 with that contract.</p> <p>The total grant was written and approved for \$698,750 for purposes of continuing the funding of the regional collaboration.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Approval for grant award for \$178,423 and related SBO.</li> <li>Total Grant-\$698,750: City-\$178,423 &amp; County-\$520,327</li> <li>Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans This funding helps to support capital requirements without negative impact on staffing or service.</li> </ul>	
<p><u>Budget Impact:</u>  Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" 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.)No match requirement</p>	
<p><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:</p>	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/9/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** 178,423

**Funding Source:** Grant Funding

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This is grant funding-form not required.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

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**AGREEMENT  
BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE  
IN CONJUNCTION WITH THE  
MENTAL HEALTH FIELD RESPONSE TEAM FY20 GRANT PROGRAM**

<b>1. Grantee</b> City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201	<b>2. Contract Amount</b>  <p style="text-align: center;"><b>\$178,423.00</b></p>	<b>3. Tax ID#</b>  <p style="text-align: center;"><b>91-6001280</b></p> <hr/> <b>4. DUNS#</b>  <p style="text-align: center;"><b>115528189</b></p>
<b>5. City of Spokane</b> Spokane Police Department, Police Business Services Jennifer Hammond, Director Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org	<b>6. County's Representative</b> Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org	
<b>5. Original Grant ID#</b> <p style="text-align: center;">MHFRT-2020-001-006</p>	<b>6. Start Date</b> <p style="text-align: center;">07/01/20</p>	<b>7. End Date</b> <p style="text-align: center;">06/30/21</p>
<b>8. Funding Authority:</b> <p style="text-align: center;">Washington Association of Sheriffs and Police Chiefs</p>		
<b>9. Federal Funds (as applicable)</b> <p style="text-align: center;">N/A</p>	<b>10. CFDA #</b> <p style="text-align: center;">N/A</p>	<b>11. Federal Agency:</b> <p style="text-align: center;">N/A</p>
<b>12. Contractor Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder	<b>13. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
<b>14. Grant Purpose:</b> The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.		
<b>15. The COUNTY, and the CITY OF SPOKANE as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of all parties to the AGREEMENT are governed by their agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.</b>		
<b>FOR THE CITY OF SPOKANE:</b>  <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Name</span> <span></span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Title</span> <span></span> </div>		<b>FOR SPOKANE COUNTY:</b>  <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Name</span> <span></span> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Title</span> <span></span> </div>

(FACE SHEET)

## **SECTION NO. 1: SERVICES**

The CITY OF SPOKANE, hereinafter known as (CITY) shall provide those services as set forth in the Scope of Work attached hereto as Attachment “A” and is incorporated herein by reference.

## **SECTION NO. 2: TERM**

The AGREEMENT shall be effective July 1, 2020 and run through June 30, 2021 unless terminated earlier by the PARTIES.

## **SECTION NO. 3: COMPENSATION**

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment “B” Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment “A”. The CITY’s reimbursement for services set forth in Attachment “A” shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. The WASPC grant funds charged and distributed under the terms of this AGREEMENT shall:

- Be only those necessary for proper and efficient administration of the WASPC grant;
- Be only those allowable under the principles and standards of WASPC;
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines;
- Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section No. 2 of this AGREEMENT, and
- Be adequately supported by documentation.

Invoices must be submitted with appropriate supporting documentation, including timesheets, copies of receipts, etc., as directed by the COUNTY’s representative designated hereinafter. **Requests for reimbursement by the CITY shall be made monthly by the 10<sup>th</sup> of the month proceeding the month of the expense.** June’s reimbursement **request must be received no later than July 10, 2021**, to be allowable under this AGREEMENT. **Failure to do so, may result in the COUNTY’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

Requests for reimbursement shall be submitted to:

Celia, Peterson  
Senior Accountant and Budget Coordinator  
Spokane County Sheriff’s Office  
1100 West Mallon Avenue  
Spokane, WA 99260-0300

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by

the CITY. No payments in advance of or in anticipation of goods or services to be provided under the AGREEMENT shall be made by the COUNTY.

#### **SECTION NO. 4:    RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by the AGREEMENT. The CITY, nor any agent, employee, consultant, subcontractor, agency or otherwise of the CITY shall be deemed to be an employee, agent, consultant, subcontractor, agency or otherwise of the COUNTY for any purpose nor shall they identify or hold themselves out as the same. Likewise, neither the COUNTY nor any agent, employee, consultant, subcontractor, agency or otherwise of the COUNTY shall be deemed to be an agent, employee, consultant, subcontractor, agency or otherwise of the CITY for any purpose, nor shall they identify or hold themselves out as the same. The CITY nor any agent, employee, consultant subcontractor, or agency of the CITY is entitled to any of the benefits that the COUNTY provides for COUNTY employees, including, but not limited to, health insurance, sick leave, PTO, vacation, pension, longevity, disability leave or any other benefit provided.

All PARTIES to this AGREEMENT will be solely and entirely responsible for its acts and the acts of its agents, employees, consultants, subcontractors, agencies, or otherwise, during the performance of this AGREEMENT.

All PARTIES shall be responsible for paying shall be solely responsible for paying any and all taxes associated with services provided by the PARTIES, including but not limited to income and social security taxes.

#### **SECTION NO. 5:    VENUE STIPULATION**

The 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 proceeding for the enforcement of the AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 6:    COMPLIANCE WITH LAWS**

All PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of the AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42

U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

#### **Washington State Laws and Regulations:**

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### **SECTION NO. 7: NON-DISCRIMINATION**

All PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services set forth in Attachment “A” and in which the CITY will receive payment under the provisions of this AGREEMENT.

**SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

All PARTIES must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**SECTION NO. 9: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

To ensure access to the services set forth in Attachment “A” the PARTIES shall take reasonable steps to ensure that LEP persons have meaningful access to the program. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary.

**SECTION NO. 10: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this AGREEMENT, all PARTIES shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY’S noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, as to the noncompliant of the CITY and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

**SECTION NO. 11: MOU REPRESENTATIVES**

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY’s representative or his/her designee as identified on the FACE SHEET as the COUNTY’s liaison for the purpose of administering the AGREEMENT. The CITY hereby appoints and the COUNTY hereby accepts the CITY’s representative or his/her designee as identified on the FACE SHEET as the CITY’s liaison for the purpose of administering the AGREEMENT.

**SECTION NO. 12: NOTICES**

Except as provided to the contrary herein, 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 and the CITY at the addresses set forth on the FACE SHEET for such PARTY, or at such other address as the PARTY shall from time-to-time designate by notice in writing to the other PARTY.

### **SECTION NO. 13: HEADINGS**

The Section headings 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 appertain.

### **SECTION NO. 14: MODIFICATION**

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

### **SECTION NO. 15: WAIVER**

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

### **SECTION NO. 16: INDEMNIFICATION**

To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers,



officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

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

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

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

#### **SECTION NO. 17: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all 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 any of the PARTIES hereto. The PARTIES have read and understands all of this AGREEMENT and now state that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the PARTIES to execute the same.

#### **SECTION NO. 18: SEVERABILITY**

It is understood and agreed between 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 provisions 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 modify to conform to such statutory provision.

#### **SECTION NO. 19: 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. 20: 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. 21: DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the PARTIES and it cannot be resolved through discussion and negotiation, the CITY may request a dispute resolution panel with the COUNTY to resolve the dispute. For the purpose of this AGREEMENT, disputes shall **not** include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT and 3) violation of any laws or regulations that renders the CITY unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by the CITY and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' experience. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Washington, relating to arbitration. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

#### **SECTION NO. 22: NO THIRD-PARTY BENEFICIARIES**

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

#### **SECTION NO. 23: SURVIVAL**

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

#### **SECTION NO. 24: INSURANCE**

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial

Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

## **SECTION NO. 25: AUDIT**

### **A. General Requirements**

The CITY shall procure audit services based on the following guidelines:

The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to the COUNTY's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. Federal Funds Requirement – 2 CFR Part 200**

The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. As this funding is state funds, this funding which is paid under this AGREEMENT must be included in a Schedule of State Financial Assistance. The required schedules include:

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

Audits of non-profit organizations are to be conducted by a certified public accountant selected by the non-profit agency in accordance with 2 CFR Part 200.

The CITY shall include the above audit requirements in any subcontracts. In any case, the CITY's financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

### **C. Documentation Requirements**

The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 3

## COMPENSATION.

In addition to sending a copy of the audit, when applicable, the CITY must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COUNTY.
- Copy of the Management Letter.

## **SECTION NO. 26: SUBCONTRACTORS**

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

## **SECTION NO. 27: ASSIGNMENT**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY without prior written consent of the COUNTY.

## **SECTION NO. 28: ATTORNEYS' FEES**

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

## **SECTION NO. 29: RECORDS MAINTENANCE**

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, and/or the Washington Association of Sheriffs and Police Chiefs, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

### **SECTION NO. 30: LOSS OF FUNDING**

In the event funding from the Washington Association of Sheriffs and Police Chiefs, which is the source of funding for the COUNTY supporting this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, the COUNTY may terminate the AGREEMENT under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

### **SECTION NO. 31: NON-SUPPLANTING**

The CITY shall not use the funding specified by this AGREEMENT to supplant local, federal or other state funds. The CITY shall not use these funds to replace funding which would otherwise be made available to the CITY had the state funds provided by this AGREEMENT not been provided.

### **SECTION NO. 32: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY by the COUNTY that is designated as "confidential" by the COUNTY;
- B. All material produced by the CITY that is designated as "confidential" by the COUNTY; and
- C. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately

protected by the CITY against unauthorized disclosure.

Unauthorized Use or Disclosure: The CITY shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **SECTION NO. 33: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

### **SECTION NO. 34: REPORTING**

The CITY shall provide a monthly report to the Spokane County Sheriff's Office in accordance with the established format of the Washington Association of Sheriffs and Police Chiefs regarding the work performed regarding the Spokane County Mental Health Field Response Team Program. The reports shall be submitted no later than the 5<sup>th</sup> of each monthly reporting on the previous monthly activities. Failure to submit the reports in a timely manner may result in the termination of this AGREEMENT. These reports should be submitted to:

**Jim Gladden**  
**Spokane County Sheriff's Office**  
**1100 West Mallon Avenue**  
**Spokane, WA 99260-0300**  
**jgladden@spokanesherriff.org**

### **SECTION NO. 35: POLITICAL ACTIVITIES**

Political activity of the CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

### **SECTION NO. 36: PUBLICITY**

The CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

### **SECTION NO. 37: TAXES**

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's

income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

### **SECTION NO. 38: LICENSING, ACCREDITATION, AND REGISTRATION**

The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this AGREEMENT.

### **SECTION NO. 39: TERMINATION FOR CAUSE/SUSPENSION**

In the event COUNTY determines that the CITY failed to comply with any term or condition of this AGREEMENT, the CITY may terminate the AGREEMENT in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, the COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, the COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this AGREEMENT. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the CITY.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when the COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement AGREEMENT, e.g. cost of the competitive bidding, mailing, advertising and staff time.

### **SECTION NO. 40: TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this AGREEMENT, the COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

### **SECTION NO. 41: TERMINATION PROCEDURES**

After receipt of a Notice of Termination, except as otherwise directed by the COUNTY, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;

- C. Assign to the COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of the COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or the COUNTY property in the CITY's possession as directed by the COUNTY.

Upon termination of the AGREEMENT, the COUNTY shall pay the AGREEMENT for any service provided by the CITY under the AGREEMENT prior to the date of termination. The COUNTY may withhold any amount due as the COUNTY reasonably determines is necessary to protect the COUNTY against potential loss or liability resulting from the termination. The COUNTY shall pay any withheld amount to the CITY if the COUNTY later determines that loss or liability will not occur.

The rights and remedies of the COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by the COUNTY. In the alternative, the COUNTY may recapture such funds from payments due under this AGREEMENT.



## **ATTACHMENT “A”**

### **SCOPE OF WORK**

This Scope of Work sets forth and identifies the roles and responsibilities of the CITY OF SPOKANE (CITY), and SPOKANE COUNTY (COUNTY) related to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program).

The MHFRT are specialized co-deployed response teams trained in Crisis Intervention, Enhanced Crisis Intervention and Motivational Interviewing. The co-deployed teams utilize their expertise in developing person-centered case plans based upon an individual’s goals, objectives and intervention with a method of communication which supports interaction with the individual in a professional, humane and safe manner.

The focus of the MHFRT includes diverting an individual from incarceration and hospital emergency departments; linking the individual to appropriate community resources, such as housing, sobering/withdrawal management services, outpatient behavioral health treatment services; continued stabilization and follow-up services, access to voluntary inpatient treatment services and access to evaluation and treatment facilities.

The specialized co-deployed teams enhance the expansion of services by creating a “boundary - less” concept where law enforcement officers from the City of Spokane and Spokane County respond, as part of the team, regardless of the location within Spokane County. The expansion of services aligns with RCW 71.05.020 which emphasizes improving the mental health field response and diversion from incarceration through modification or expansion of law enforcement practices in partnership with mental health professionals.

The “boundary-less” response provides joint access to records, the sharing of information among team members, opportunities for joint training, operation under one set of policies and procedures, the opportunity to jointly address challenges and the pooling of community resources.

In order to meet the goals of the MHFRT of safety, diversion and treatment the Parties agree to the following:

#### **The City of Spokane Police Department (SPD) Duties and Responsibilities**

1. SPD agrees to follow the established MHFRT policies and procedures;
2. The SPD will provide a Sergeant who will be assigned to supervise the Frontier

Behavioral Health (FBH) 4 FTE Clinician II Behavioral Health Professionals who will staff the MHFRT;

3. The SPD will provide two officers who will be assigned to the MHFRT. These officers will provide intervention, diversion and follow-up services as a member of the co-deployed teams;
4. Address client and/or program concerns with the MHFRT Spokane County Sheriff's Office (SCSO) and FBH team members in a timely and appropriate manner;
5. Attendance by SPD program management staff at team meetings with SCSO and FBH. These meeting will address program implementation, program issues and to assure the program meets all stated goals;
6. Provide program and time records in an accurate and timely manner; and
7. SPD Officers will attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SPD, SCSO, FBH personnel, first responders, or other professionals in the area.

#### **The Spokane County Sheriff's Office (SCSO) Duties and Responsibilities**

1. SCSO agrees to follow the established MHFRT policies and procedures;
2. The SCSO will provide two deputies who will be assigned to the MHFRT. These deputies will provide intervention, diversion and follow-up services as a member of the co-deployed teams;
3. Address client and/or program concerns with the MHFRT SPD and FBH team members in a timely and appropriate manner;
4. Provide program and time records in an accurate and timely manner;
5. SCSO Deputies will attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SCSO, SPD, FBH personnel, first responders, or other professionals in the area; and
6. The SCSO will act as the Lead Agency and Undersheriff John Nowels will serve as the MHFRT Project Manager. Undersheriff Nowels will coordinate on an as needed basis team meetings with SPD and FBH staff program management staff. These meeting will address program implementation, program issues and to assure the program meets all stated goals.

**ATTACHMENT “B”  
FBH BUDGET**

Category	Budget Protected Direct Costs
Salary & Benefits for SPD Sergeant	\$163,423
Training	\$ 15,000
<b>Total Program</b>	<b>\$178,423</b>

Transfer of funds between line item budget categories must be approved by the COUNTY’s representative.

Approved expenditures for the performance of Services as set forth in Attachment “A” (Scope of Work) must be itemized into the above categories when billed.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff’s Office Program Manager Jim Gladden via email at [jgladden@spokanesherriff.org](mailto:jgladden@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

Payment will be on a cost reimbursement basis only.

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

09/21/2020

<u>Date Rec'd</u>	9/9/2020
<u>Clerk's File #</u>	OPR 2020-0702
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C35942
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JENNIFER HAMMOND 5096254056
<u>Contact E-Mail</u>	JHAMMOND@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680-POLICE-INTERLOCAL WITH SPOKANE COUNTY BEHAVIOR HEALTH UNIT

**Agenda Wording**

Interlocal with Spokane County for the management of the Frontier Behavior Health contract related to the WASPC grant and Sub Recipient contract for the year 2020-2021.

**Summary (Background)**

A grant application was submitted and approved in the year 2020 for a total of \$698,750 for the management of the Behavioral Health Unit. The management of the behavioral health contract will be kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes. Approval of this contract allows for the fiscal management through SCSO and the terms of the arrangement between the agencies.

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

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	HAMMOND, JENNIFER
<b><u>Division Director</u></b>	HAMMOND, JENNIFER
<b><u>Finance</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	kgrytdal@spokanecounty.org
<b><u>Purchasing</u></b>	jhammond
<b><u>GRANTS &amp; CONTRACT MGMT</u></b>	STOPHER, SALLY

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Behavioral Health Unit-Grant Award-2020-2021
<b>Date:</b>	June 29, 2020
<b>Contact (email &amp; phone):</b>	Jennifer Hammond-625-4056
<b>City Council Sponsor:</b>	None
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Community
<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)	Supports Comprehensive Plan CFU 1.9
<b>Strategic Initiative:</b>	Advance Public Safety and Build Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval for the Spokane Police Department's grant award for the Behavioral Health Unit Yr 2020-2021
<p><u>Background/History:</u></p> <p>Washington Association of Police Chief's (WASPC) in collaboration with the Spokane County Sheriff's awarded the Spokane Police Department (SPD) \$178,423 for the term of July 1, 2020-June 30, 2021.</p> <p>A grant application was submitted and approved in the year 2020 for a total of \$698,750 for the management of the Behavioral Health Unit. The SPD only funds will be allocated to support a Sergeant and travel and training, and the remaining funds will go to Spokane County for officer staff and a contract for Behavioral Health Services. The contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management. Four Mental Health Service employees will be supported at a cost of \$341,904 with that contract.</p> <p>The total grant was written and approved for \$698,750 for purposes of continuing the funding of the regional collaboration.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Approval for grant award for \$178,423 and related SBO.</li> <li>Total Grant-\$698,750: City-\$178,423 &amp; County-\$520,327</li> <li>Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans This funding helps to support capital requirements without negative impact on staffing or service.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) No match requirement</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>	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/9/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** 178,423

**Funding Source:** Grant Funding

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This is grant funding-form not required.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

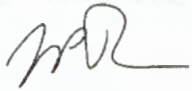
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**CITY ADMINISTRATOR SIGNATURE:**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SPOKANE COUNTY, CITY OF SPOKANE AND  
FRONTIER BEHAVIORAL HEALTH  
IN CONJUNCTION WITH THE  
MENTAL HEALTH FIELD RESPONSE TEAM FY20 GRANT PROGRAM**

<b>1. MOU Grantee</b> City of Spokane Spokane Police Department, Police Business Services Jennifer Isaacson, Director Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jisaacson@spokanepolice.org		<b>2. MOU Grantee</b> Frontier Behavioral Health Jan Tokumoto, Chief Operating Officer 107 South Division Spokane, WA 99202 (509) 363-2778 jtokumoto@fbhwa.org	
<b>3. County's Representative</b> Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org		<b>4. Frontier Behavioral Health Tax ID:</b> 91-0853801	
<b>5. Original Grant ID#</b> MHFRT-2020-001-006		<b>6. Start Date</b> 07/01/20	<b>7. End Date</b> 06/30/21
<b>8. Funding Authority:</b> Washington Association of Sheriffs and Police Chiefs			
<b>9. Federal Funds (as applicable)</b> N/A	<b>10. CFDA #</b> N/A	<b>11. Federal Agency:</b> N/A	
<b>12. Contractor Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>13. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
<b>14. Grant Purpose:</b> The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.			
<b>15. The COUNTY, the CITY and FRONTIER BEHAVIORAL HEALTH</b> as identified above, acknowledge and accept the terms of this MOU and attachments and have executed this MOU the date below to start as of the date and year referenced above. The rights and obligations of all parties to the MOU are governed by their agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.			

FOR THE GRANTEE:		FOR THE GRANTEE:	
Signature	Date		8/20/20
Name		Signature	Date
		Jeff Thomas	
Title		Name	
		Frontier Behavioral Health CEO	

FOR THE COUNTY:	
Signature	Date
Name	
Title	

(FACE SHEET)



**WITNESSETH:**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is between SPOKANE COUNTY ("COUNTY") a political subdivision of the State of Washington having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, the CITY OF SPOKANE ("CITY") a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and FRONTIER BEHAVIORAL HEALTH (FBH), a Washington State Nonprofit Corporation, having offices for the transaction of business at 107 South Division Street, Spokane, Washington 99202, jointly referred to as the PARTIES.

**WHEREAS**, on July 7, 2020, the SPOKANE COUNTY Board of County Commissioners accepted grant funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) to support a Spokane Regional Mental Health Field Response Team Project. The CITY and FBH were identified in SPOKANE COUNTY's grant application to WASPC as program partners and subrecipients of the WASPC grant funding. A copy of the contract between WASPC and SPOKANE COUNTY is attached hereto and incorporated by reference herein; and

**WHEREAS**, the goal of the Spokane Regional Mental Health Field Response Team is to direct individuals to community resources and divert such individuals away from the criminal justice system and toward systems and programs better designed to treat individuals' needs; and

**WHEREAS**, pursuant to the requirements of the grant, the PARTIES are desirous of reducing to writing their understanding as to the each of the PARTIES duties and responsibilities under the terms of the grant; and

**WHEREAS**, the PARTIES find that the performance of this MOU is in the best interests of the parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU.

**NOW THEREFORE**, the PARTIES agree as follows:

**SECTION NO. 1:     PURPOSE OF MOU**

The purpose of this MOU is to set forth and implement the duties and responsibilities of each PARTY to the coordinated regional mental health response team. Each PARTY shall provide those services as set forth in the Scope of Work attached hereto as Attachment "A". This MOU sets forth only the allocation of funding for FBH. The terms and conditions of this MOU shall primarily be focused on those pertaining to FBH. Duties and responsibilities of the CITY shall be referenced in this MOU only when those pertain to the overall functions of the regional mental health response team. The allocation of funding to the CITY, along with additional duties and responsibilities to the regional mental health response team is set forth in a separate agreement between the CITY and the COUNTY.

## **SECTION NO. 2:    TERM**

The MOU shall be effective July 1, 2020 and run through June 30, 2021 unless terminated earlier by the PARTIES.

## **SECTION NO. 3:    COMPENSATION**

The COUNTY shall reimburse FBH an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". FBH's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. The WASPC grant funds charged and distributed under the terms of this MOU shall:

- Be only those necessary for proper and efficient administration of the WASPC grant;
- Be only those allowable under the principles and standards of WASPC;
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines;
- Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section No. 2 of this MOU, and
- Be adequately supported by documentation.

Invoices must be submitted with appropriate supporting documentation, including timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. **Requests for reimbursement by FBH shall be made monthly by the 10<sup>th</sup> of the month proceeding the month of the expense.** June's reimbursement request must be received no later than July 10, 2021, to be allowable under this MOU. **Failure to do so, may result in the COUNTY's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

Requests for reimbursement shall be submitted to:

Celia, Peterson  
Senior Accountant and Budget Coordinator  
Spokane County Sheriff's Office  
1100 West Mallon Avenue  
Spokane, WA 99260-0300

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FBH. No payments in advance of or in anticipation of goods or services to be provided under the MOU shall be made by the COUNTY.

## **SECTION NO. 4:    RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by the MOU.

FBH, nor any agent, employee, consultant, subcontractor, agency or otherwise of FBH shall be deemed to be an employee, agent, consultant, subcontractor, agency or otherwise of the COUNTY for any purpose nor shall they identify or hold themselves out as the same. Likewise, neither the COUNTY nor any agent, employee, consultant, subcontractor, agency or otherwise of the COUNTY shall be deemed to be an agent, employee, consultant, subcontractor, agency or otherwise of FBH for any purpose, nor shall they identify or hold themselves out as the same. FBH nor any agent, employee, consultant subcontractor, or agency of FBH is entitled to any of the benefits that the COUNTY provides for COUNTY employees, including, but not limited to, health insurance, sick leave, PTO, vacation, pension, longevity, disability leave or any other benefit provided.

All PARTIES to this MOU will be solely and entirely responsible for its acts and the acts of its agents, employees, consultants, subcontractors, agencies, or otherwise, during the performance of this Agreement.

All PARTIES shall be responsible for paying shall be solely responsible for paying any and all taxes associated with services provided by the PARTIES, including but not limited to income and social security taxes.

#### **SECTION NO. 5: VENUE STIPULATION**

The MOU 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 proceeding for the enforcement of the MOU or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 6: COMPLIANCE WITH LAWS**

All PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of the MOU, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793;



Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

#### **Washington State Laws and Regulations:**

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### **SECTION NO. 7: NON-DISCRIMINATION**

All PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services set forth in Attachment “A” and in which FBH will receive payment under the provisions of this MOU.

**SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

All PARTIES must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**SECTION NO. 9: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

To ensure access to the services set forth in Attachment "A" the PARTIES shall take reasonable steps to ensure that LEP persons have meaningful access to the program. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary.

**SECTION NO. 10: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this MOU, all PARTIES shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of one of the PARTY'S noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this MOU may be rescinded, canceled or terminated in whole or in part, as to the noncompliant PARTY and that PARTY may be declared ineligible for further agreements with the COUNTY. The noncompliant PARTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this MOU.

**SECTION NO. 11: MOU REPRESENTATIVES**

The COUNTY hereby appoints and FBH hereby accepts the COUNTY's representative or his/her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering the MOU. This CITY hereby appoints and FBH and the COUNTY hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering the MOU. FBH hereby appoints and the CITY and the COUNTY hereby accepts FBH's representative or his/her designee as identified on the FACE SHEET as FBH's liaison for the purpose of administering the MOU.

**SECTION NO. 12: NOTICES**

Except as provided to the contrary herein, 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, the CITY and/or FBH at the addresses set forth on the FACE SHEET for such PARTY, or at such other address as the PARTY shall from time-to-time designate by notice in writing to all other PARTIES.

### **SECTION NO. 13: HEADINGS**

The Section headings in this MOU 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 appertain.

### **SECTION NO. 14: MODIFICATION**

No modification or amendment of this MOU shall be valid until the same is reduced to writing and executed with the same formalities as this present MOU.

### **SECTION NO. 15: WAIVER**

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this MOU. No waiver of any breach of this MOU shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this MOU or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this MOU, or to require at any time performance by the CITY and/or FBH of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this MOU of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

### **SECTION NO. 16: INDEMNIFICATION**

To the fullest extent permitted by law, FBH shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

FBH's obligation to indemnify, defend and hold harmless includes any claim by the CITY's and/or FBH's agents, employees, representatives or any subgrantee/subcontractor or its employees.

FBH expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to FBH's or any subgrantee's/subcontractor's performance or failure to perform under this MOU. FBH's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless FBH, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FBH if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole



negligence of FBH.

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

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

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

#### **SECTION NO. 17: ALL WRITINGS CONTAINED HEREIN**

This MOU contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto. The PARTIES have read and understands all of this MOU and now state that no representation, promise or condition not expressed in this MOU has been made to induce the PARTIES to execute the same.

#### **SECTION NO. 18: SEVERABILITY**

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this MOU 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 MOU. If it should appear that any part, term or provision of this MOU is in conflict with any statutory provisions 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 MOU shall be deemed modify to conform to such statutory provision.

#### **SECTION NO. 19: 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 MOU.

#### **SECTION NO. 20: COUNTERPARTS**

This MOU 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. 21: DISPUTE RESOLUTION**

Except as otherwise provided in this MOU, when a bona fide dispute arises between the PARTIES and it cannot be resolved through discussion and negotiation, either the CITY and/or FBH may request a dispute resolution panel with the COUNTY to resolve the dispute. For the purpose of this MOU, disputes shall **not** include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this MOU, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the MOU and 3) violation of any laws or regulations that renders either the CITY and/or FBH unable to perform any aspect of the MOU. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by the CITY and/or FBH and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' experience. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Washington, relating to arbitration. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

## **SECTION NO. 22: NO THIRD-PARTY BENEFICIARIES**

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

## **SECTION NO. 23: SURVIVAL**

Any Sections of this MOU which, by their sense and context, are intended to survive shall survive the termination of this MOU.

## **SECTION NO. 24: INSURANCE**

FBH shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the MOU. The insurance requirements needed by the CITY will be dealt with in the separate agreement addressing the additional duties and responsibilities and funding award. The following is a list of the required MOU coverage requirements:

GENERAL LIABILITY INSURANCE: FBH shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, it's officers, agents and employees, and any other entity



specifically required by the provisions of this MOU will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To the "MEMORANDUM OF UNDERSTANDING BETWEEN SPOKANE COUNTY, THE CITY OF SPOKANE AND FRONTIER BEHAVIORAL HEALTH IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY20 GRANT PROGRAM".

**WORKERS COMPENSATION:** If FBH has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FBH's assurance that coverage is in effect.

**PROFESSIONAL LIABILITY INSURANCE:** FBH shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion to FBH's insurance policies that may restrict coverage required in the MOU's insurance requirements must be pre-approved by the Spokane County Risk Management Department. FBH's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FBH and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the FBH's general liability policy with respect to activities under the MOU. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

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

Failure of FBH to fully comply with the insurance requirements set forth herein, during the term of the MOU, shall be considered a material breach of contract and cause for immediate termination of the MOU at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FBH from liability in excess of such amounts.

## **SECTION NO. 25: AUDIT**

The audit requirements needed by the CITY will be dealt with in the separate agreement addressing the additional duties and responsibilities and funding award.

## **A. General Requirements**

FBH shall procure audit services based on the following guidelines:

FBH shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

FBH is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The COUNTY reserves the right to recover from FBH all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. FBH must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

## **B. Federal Funds Requirement – 2 CFR Part 200**

FBH, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. As this funding is state funds, this funding which is paid under this MOU must be included in a Schedule of State Financial Assistance. The required schedules include:

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

Audits of non-profit organizations are to be conducted by a certified public accountant selected by FBH in accordance with 2 CFR Part 200.

FBH shall include the above audit requirements in any subcontracts.

In any case, FBH's financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

## **C. Documentation Requirements**

FBH must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to COUNTY representative identified in Section No. 3 COMPENSATION.

In addition to sending a copy of the audit, when applicable, FBH must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COUNTY.
- Copy of the Management Letter.

#### **SECTION NO. 26: SUBCONTRACTORS**

FBH shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this MOU. All subcontractors employed or used by FBH to provide the services under the terms of this MOU agree to comply with all applicable sections of this MOU. FBH shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

#### **SECTION NO. 27: ASSIGNMENT**

Neither this MOU, nor any claim arising under this MOU, shall be transferred or assigned by the FBH without prior written consent of the COUNTY.

#### **SECTION NO. 28: ATTORNEYS' FEES**

Unless expressly permitted under another provision of the MOU, in the event of litigation or other action brought to enforce the terms of the MOU, each party agrees to bear its own attorneys' fees and costs.

#### **SECTION NO. 29: RECORDS MAINTENANCE**

FBH shall maintain all books, records, documents, data and other evidence relating to this MOU and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU. FBH shall retain such records for a period of six years following the date of final payment.

At no additional cost, FBH shall make available to the COUNTY, Washington State Auditor, and/or the Washington Association of Sheriffs and Police Chiefs, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. FBH shall provide access to its facilities for this purpose.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

#### **SECTION NO. 30: LOSS OF FUNDING**

In the event funding from the Washington Association of Sheriffs and Police Chiefs, which is the source of funding for the COUNTY supporting this MOU is withdrawn, reduced, or limited in any way after the effective date of this MOU, and prior to normal completion, the COUNTY may



terminate the MOU under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the MOU may be amended to reflect the new funding limitations and conditions.

### **SECTION NO. 31: NON-SUPPLANTING**

FBH shall not use the funding specified by this MOU to supplant local, federal or other state funds. FBH shall not use these funds to replace funding which would otherwise be made available to FBH had the state funds provided by this MOU not been provided.

### **SECTION NO. 32: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY and/or FBH by the COUNTY that is designated as "confidential" by the COUNTY;
- B. All material produced by the CITY and/or FBH that is designated as "confidential" by the COUNTY; and
- C. All personal information in the possession of the CITY and/or FBH that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY and FBH shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY and FBH agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY and FBH shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY and FBH shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY and FBH shall provide COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Grant whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY and FBH shall make the changes within the time period specified by COUNTY. Upon request, the CITY and FBH shall immediately return to COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CITY and/or FBH against unauthorized disclosure.

Unauthorized Use or Disclosure: The CITY and/or FBH shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**SECTION NO. 33: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this MOU shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this MOU or any other approval or concurrence under this MOU. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

**SECTION NO. 34: REPORTING**

FBH shall provide a monthly report to the Spokane County Sheriff's Office in accordance with the established format of the Washington Association of Sheriffs and Police Chiefs regarding the work performed regarding the Spokane County Mental Health Field Response Team Program. The reports shall be submitted no later than the 5<sup>th</sup> of each monthly reporting on the previous monthly activities. Failure to submit the reports in a timely manner may result in the termination of this MOU. These reports should be submitted to:

**Jim Gladden  
Spokane County Sheriff's Office  
1100 West Mallon Avenue  
Spokane, WA 99260-0300  
jgladden@spokanesherriff.org**

**SECTION NO. 35: POLITICAL ACTIVITIES**

Political activity of FBH employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this MOU for working for or against ballot measures or for or against the candidacy of any person for public office.

**SECTION NO. 36: PUBLICITY**

FBH agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

**SECTION NO. 37: TAXES**

All payment accrued on account of payroll taxes, unemployment contributions, FBH's income or gross receipts, any other taxes, insurance or expenses for FBH or its staff shall be the sole responsibility of FBH.

**SECTION NO. 38: LICENSING, ACCREDITATION, AND REGISTRATION**

FBH shall comply with all applicable local, state, and federal licensing, accreditation and

registration requirements or standards necessary for the performance of this Grant.

### **SECTION NO. 39: TERMINATION FOR CAUSE/SUSPENSION**

In the event COUNTY determines that FBH failed to comply with any term or condition of this MOU, FBH may terminate the MOU in whole or in part upon written notice to FBH. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, the COUNTY, upon written notice may allow FBH a specific period of time in which to correct the non-compliance. During the corrective-action time period, the COUNTY may suspend further payment to FBH in whole or in part, or may restrict FBH's right to perform duties under this MOU. Failure by FBH to take timely corrective action shall allow COUNTY to terminate the MOU upon written notice to FBH.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the COUNTY determines that FBH did not fail to comply with the terms of the MOU or when the COUNTY determines the failure was not caused by FBH's actions or negligence.

In the event of termination or suspension, FBH shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original MOU and the replacement or cover agreement and all administrative costs directly related to the replacement MOU, e.g. cost of the competitive bidding, mailing, advertising and staff time.

### **SECTION NO. 40: TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this MOU, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this MOU, in whole or in part. If this MOU is so terminated, the COUNTY shall be liable only for payment required under the terms of this MOU for services rendered prior to the effective date of termination.

### **SECTION NO. 41: TERMINATION PROCEDURES**

After receipt of a Notice of Termination, except as otherwise directed by the COUNTY, FBH shall:

- A. Stop work under the MOU on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the MOU;
- C. Assign to the COUNTY all of the rights, title, and interest of FBH under the orders and subcontracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by FBH to settle such claims must have the prior written approval of the COUNTY; and
- D. Preserve and transfer any materials, MOU deliverables and/or the COUNTY property in FBH's possession as directed by the COUNTY.

Upon termination of the MOU, the COUNTY shall pay FBH for any service provided by FBH

under the MOU prior to the date of termination. The COUNTY may withhold any amount due as the COUNTY reasonably determines is necessary to protect the COUNTY against potential loss or liability resulting from the termination. The COUNTY shall pay any withheld amount to FBH if the COUNTY later determines that loss or liability will not occur.

The rights and remedies of the COUNTY under this Section are in addition to any other rights and remedies provided under this MOU or otherwise provided under law. Provided, further, in the event that FBH fails to perform this MOU in accordance with state laws, federal laws, and/or the provisions of this MOU, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by FBH of funds under this recapture provision shall occur within the time period specified by the COUNTY. In the alternative, the COUNTY may recapture such funds from payments due under this MOU.



## **ATTACHMENT “A”**

### **SCOPE OF WORK**

This Scope of Work sets forth and identifies the roles and responsibilities of the CITY OF SPOKANE (CITY), FRONTIER BEHAVIORAL HEALTH (FBH) and SPOKANE COUNTY (COUNTY) related to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program).

The MHFRT are specialized co-deployed response teams trained in Crisis Intervention, Enhanced Crisis Intervention and Motivational Interviewing. The co-deployed teams utilize their expertise in developing person-centered case plans based upon an individual's goals, objectives and intervention with a method of communication which supports interaction with the individual in a professional, humane and safe manner.

The focus of the MHFRT includes diverting an individual from incarceration and hospital emergency departments; linking the individual to appropriate community resources, such as housing, sobering/withdrawal management services, outpatient behavioral health treatment services; continued stabilization and follow-up services, access to voluntary inpatient treatment services and access to evaluation and treatment facilities.

The specialized co-deployed teams enhance the expansion of services by creating a “boundary-less” concept where law enforcement officers from the City of Spokane and Spokane County respond, as part of the team, regardless of the location within Spokane County. The expansion of services aligns with RCW 71.05.020 which emphasizes improving the mental health field response and diversion from incarceration through modification or expansion of law enforcement practices in partnership with mental health professionals.

The “boundary-less” response provides joint access to records, the sharing of information among team members, opportunities for joint training, operation under one set of policies and procedures, the opportunity to jointly address challenges and the pooling of community resources.

In order to meet the goals of the MHFRT of safety, diversion and treatment the Parties agree to the following:

#### **Frontier Behavioral Health (FBH) Duties and Responsibilities**

1. FBH agrees to follow the established MHFRT policies and procedures;
2. Provide 4 FTE Clinician II Behavioral Health Professionals who will staff the MHFRT. Two FTE Behavioral Health Professionals will be assigned to the Spokane County Sheriff's Office (SCSO) and two FTE Behavioral Health Professionals will be assigned to the City of Spokane Police Department (SPD). In the case of a staffing shortage FBH will work with SCSO and SPD program supervisors to ensure teams are fully staffed.
3. Ensure the Behavioral Health Professionals are properly licensed and in good standing regarding licensing requirements;



4. Address client and/or program concerns with the SCSO and SPD program supervisors in a timely and appropriate manner;
5. Attendance by FBH program management staff at team meetings with SCSO and SPD. These meeting will address program implementation, program issues and to assure the program meets all stated goals
6. FBH Behavioral Health Professionals shall provide program and time records in an accurate and timely manner;
7. Provide services to MHFRT program recipients in accordance with WAC and RCW guidelines and
8. FBH Behavioral Health Professionals will attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SPD, SCSO, FBH personnel, first responders, or other professionals in the area.

### **The City of Spokane Police Department (SPD) Duties and Responsibilities**

1. SPD agrees to the follow the established MHFRT policies and procedures;
2. The SPD will provide a Sergeant who will be assigned to supervise the FBH 4 FTE Clinician II Behavioral Health Professionals who will staff the MHFRT;
3. The SPD will provide two officers who will be assigned to the MHFRT. These officers will provide intervention, diversion and follow-up services as a member of the co-deployed teams;
4. Address client and/or program concerns with the MHFRT SCSO and FBH team members in a timely and appropriate manner;
5. Attendance by SPD program management staff at team meetings with SCSO and FBH. These meeting will address program implementation, program issues and to assure the program meets all stated goals;
6. Provide program and time records in an accurate and timely manner; and
7. SPD Officers will attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SPD, SCSO, FBH personnel, first responders, or other professionals in the area.

### **The Spokane County Sheriff's Office (SCSO) Duties and Responsibilities**

1. SCSO agrees to the follow the established MHFRT policies and procedures;
2. The SCSO will provide two deputies who will be assigned to the MHFRT. These deputies will provide intervention, diversion and follow-up services as a member of the co-deployed teams;
3. Address client and/or program concerns with the MHFRT SPD and FBH team members in a timely and appropriate manner;
4. Provide program and time records in an accurate and timely manner;
5. SCSO Deputies will attend national or regional conferences and training events at

locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers, Deputies and FBH staff attending these conferences will then provide training to other SCSO, SPD, FBH personnel, first responders, or other professionals in the area; and

6. The SCSO will act as the Lead Agency and Undersheriff John Nowels will serve as the MHFRT Project Manager. Undersheriff Nowels will coordinate on an as needed basis team meetings with SPD and FBH staff program management staff. These meeting will address program implementation, program issues and to assure the program meets all stated goals.

**ATTACHMENT "B"**  
**FBH BUDGET**

Category	Budget Protected Direct Costs
Salary for 4 FTE Clinicians II	\$215,580
Benefits for 4 FTE Clinicians II	\$64,674
Supplies	\$388
Clothing Allowance	\$4,800
Professional Services	\$1,780
Communication	\$3,524
Travel	\$420
Insurance	\$384
Repair & Maintenance	\$64
Depreciation	\$640
Training	\$15,000
Miscellaneous	\$460
Indirect 10%	\$34,190
<b>Total Program</b>	<b>\$341,904</b>

Transfer of funds between line item budget categories must be approved by the COUNTY's representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the above categories when billed.

The Salary and Benefits line items for the 4 FTE Clinicians above is based upon salaried employees and no reimbursement will occur for any overtime hours incurred for services performed by these 4 FTE Clinicians under this contract. The funding line item amount is based upon a 40 hour work week and no billing will occur which includes additional amounts based upon additional hours without prior approval of Spokane County, this includes "**extra salary hours**".

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Jim Gladden via email at [jgladden@spokanesherriff.org](mailto:jgladden@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

Payment will be on a cost reimbursement basis only.

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

09/21/2020

<u>Date Rec'd</u>	9/9/2020
<u>Clerk's File #</u>	OPR 2019-0511
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	3900 - LSB ON-CALL ENGINEERING CONSULTANT – BUDGET ADDITION		

Agenda Wording

Contract Amendment for an additional increase of budget for LSB non-federal on-call contract.

Summary (Background)

The two-year structural on-call agreement with LSB Consulting Engineers of Spokane beginning in July 2019 and ending in July 2021 had an original budget of \$400,000. The budget is nearly exhausted therefore Engineering Services requests an additional \$400,000 be added to the agreement.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 400,000.00	# 00
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> UE 9/14/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>		dbuller@spokanecity.org
		aduffey@spokanecity.org
		ktwohig@spokanecity.org

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultant – Budget Addition
<b>Date:</b>	September 14, 2020
<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)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (structural, geotech., surveying, landscape architecture, cultural resource and real estate acquisition) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• The two-year structural on-call agreement with LSB Consulting Engineers of Spokane beginning in July 2019 and ending in July 2021 had an original budget of \$400,000.</li> <li>• Funds expended under this contract are generally reimbursed from other pots of money (state or federal grants, utility funds, etc.) which have been obtained for the various public works projects for which this agreement is used.</li> <li>• Due in part to use of this contract by departments other than Engineering Services (for example, use for the South Cannon Street Warming Shelter), the original \$400,000 budget is nearly exhausted.</li> <li>• To cover projects over the remaining one-year life of this contract, Engineering Services requests an additional \$400,000 be added to the agreement</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> 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:	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 6-30-20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Engineering Services

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** \$400,000

**Funding Source:** State & local

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The proposed contract amendment with LSB is an on-call contract to be used to pay for structural engineering services on various locally or state funded capital projects (generally street or trail projects). Money paid to LSB under this contract will generally be reimbursed to the city the funding sources paying for the capital project on a project by project basis.

**What are the impacts if expenses are deferred?**

These capital projects (generally street or trail projects) would need to be deferred.

**What alternative resources have been considered?**

None.

**Description of the goods or service and any additional information?**

This expenditure is for hiring a consultant to provide specialized services which the City does not have in house.

**Person Submitting Form/Contact:** Dan Buller dbuller@spokanecity.org

**FINANCE SIGNATURE:**

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**CITY ADMINISTRATOR SIGNATURE:**

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

09/21/2020

<u>Date Rec'd</u>	9/11/2020
<u>Clerk's File #</u>	ORD C35941
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2020-0700
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BRIAN SCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	FIRE SPECIAL BUDGET ORDINANCE FOR AFG GRANT FOR COVID-19 PPE

**Agenda Wording**

This is the related SBO for the AFG grant agenda item. Special budget ordinance is needed to provide budget authority for the Assistance to Firefighters Grant (AFG) for COVID-19 personal protective equipment.

**Summary (Background)**

FEMA/DHS opened up a grant opportunity to support Firefighting personnel on the front line for personal protective equipment (PPE). This includes nitrile gloves, face masks/shields, coveralls/gowns, shoe coverings, safety glasses, etc. This is a reimbursement grant with a 10% matching requirement. The period of performance for the grant is August 31, 2020 through August 30, 2021.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Expense \$ 497,693		# 1970-93541-22200-53205
Revenue \$ 497,693		# 1970-93541-99999-33197
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u> PSCHC 06/01/20
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u> Lori Kinnear
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	FireAccounting@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>BUDGET</u>	INGIOSI, PAUL	
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY	



## Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 09/09/2020    **Type of expenditure:**    Goods ☒    Services ☐

**Department:** Fire

**Approving Supervisor:** Brian Schaeffer, X7001

**Amount of Proposed Expenditure:** \$497,693.22

**Funding Source:** 1970-93541-22200-53205-54913

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

SFD has received an Assistance to Firefighters Grant (AFG) from the Department of Homeland Security for COVID-19 personal protective equipment (PPE). There is a 10% matching requirement so a maximum of \$45,244.84 of local funding will be required.

**What are the impacts if expenses are deferred?**

If this grant is not accepted, the cost of additional COVID-19 PPE will be borne initially by the SFD. It's not certain that the expenses would be covered by another grant, which would ultimately impact Fund 1970's net position.

**What alternative resources have been considered?**

None.

**Description of the goods or service and any additional information?**

This grant will cover COVID-19 PPE purchases such as nitrile gloves, face masks/shields, coveralls/gowns, shoe coverings, safety glasses, etc.

**Person Submitting Form/Contact:** Kim Bustos

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...



ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

**REVENUE:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1970	Fire/EMS	1970-93541-99999-33197	Dept of Homeland Security	\$497,693

**EXPENSE:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1970	Fire/EMS	1970-93541-22200-53205	PPE	\$497,693

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 acceptance of a new Assistance to Firefighters Grant (AFG) from the Department of Homeland Security for COVID-19 personal protective equipment (PPE) and related supplies to prevent, prepare for, and respond to coronavirus, 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:**

09/21/2020

<u>Date Rec'd</u>	9/9/2020
<u>Clerk's File #</u>	ORD C35942
<u>Renews #</u>	

Submitting Dept	POLICE	Cross Ref #	OPR 2020-0701 &
Contact Name/Phone	JENNIFER 5096252056	Project #	OPR 2020-0702
Contact E-Mail	JHAMMOND@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0680-BEHAVIORAL HEALTH UNIT SBO-GRANT RENEWAL-2020-2021		

Agenda Wording

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019. Amendment appropriates funds in the Judicial Grant Fund - Mental Health Unit, FROM:Mental Health Unit Services-\$178,423; TO: Sergeant and Benefits-\$178,423

Summary (Background)

Action on this Special Budget Ordinance (SBO) that will create a budget to increase Revenue and FTE expenses from a reimbursement sub recipient contract with Spokane County for the services of the Behavioral Health Unit.

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

Revenue	\$ 178,423	# 1620-91782-21250-33411
Expense	\$ 178,423	# 1620-91782-XXXXX-VARIOUS
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HAMMOND, JENNIFER	<u>Study Session\Other</u>	6/29/2020
<u>Division Director</u>	HAMMOND, JENNIFER	<u>Council Sponsor</u>	CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	emccowan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	spdfinance	
<u>Additional Approvals</u>		Jhammond	
<u>Purchasing</u>		kgrytdal	
<u>BUDGET</u>	STOPHER, SALLY		
<u>GRANTS &amp;</u>	STOPHER, SALLY		

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Behavioral Health Unit-Grant Award-2020-2021
<b>Date:</b>	June 29, 2020
<b>Contact (email &amp; phone):</b>	Jennifer Hammond-625-4056
<b>City Council Sponsor:</b>	None
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Community
<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)	Supports Comprehensive Plan CFU 1.9
<b>Strategic Initiative:</b>	Advance Public Safety and Build Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval for the Spokane Police Department's grant award for the Behavioral Health Unit Yr 2020-2021
<p><u>Background/History:</u>  Washington Association of Police Chief's (WASPC) in collaboration with the Spokane County Sheriff's awarded the Spokane Police Department (SPD) \$178,423 for the term of July 1, 2020- June 30, 2021.</p> <p>A grant application was submitted and approved in the year 2020 for a total of \$698,750 for the management of the Behavioral Health Unit. The SPD only funds will be allocated to support a Sergeant and travel and training, and the remaining funds will go to Spokane County for officer staff and a contract for Behavioral Health Services. The contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management. Four Mental Health Service employees will be supported at a cost of \$341,904 with that contract.</p> <p>The total grant was written and approved for \$698,750 for purposes of continuing the funding of the regional collaboration.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Approval for grant award for \$178,423 and related SBO.</li> <li>Total Grant-\$698,750: City-\$178,423 &amp; County-\$520,327</li> <li>Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans This funding helps to support capital requirements without negative impact on staffing or service.</li> </ul>	
<p><u>Budget Impact:</u>  Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" 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.)No match requirement</p>	
<p><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:</p>	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/9/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** 178,423

**Funding Source:** Grant Funding

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This is grant funding-form not required.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---

## ORDINANCE NO. C35942

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 Public Safety & Judicial Grant 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 Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-91782 21250-33411	Judicial Grant Fund – Mental Health Unit Criminal Justice Grant	<u>\$ 178,423</u>
TO:	1620-91782 21250-09150	Judicial Grant Fund – Mental Health Unit Police Sergeant	111,962
	1620-91782 21250-51295	Judicial Grant Fund – Mental Health Unit Education Pay	2,200
	1620-91782 21250-51400	Judicial Grant Fund – Mental Health Unit Specialty Pay	2,840
	1620-91782 21250-52110	Judicial Grant Fund – Mental Health Unit FICA	8,417
	1620-91782 21250-52230	Judicial Grant Fund – Mental Health Unit Retirement	6,450
	1620-91782 21250-51640	Judicial Grant Fund – Mental Health Unit Deferred Compensation	6,851
	1620-91782 21250-52310	Judicial Grant Fund – Mental Health Unit Medical Insurance	21,426
	1620-91782 21250-52330	Judicial Grant Fund – Mental Health Unit Life Insurance	195
	1620-91782 21250-52320	Judicial Grant Fund – Mental Health Unit Dental Insurance	1,677
	1620-91782 21250-52340	Judicial Grant Fund – Mental Health Unit Long-term Disability	793
	1620-91782 21250-52400	Judicial Grant Fund – Mental Health Unit Industrial Insurance	172
	1620-91782 21250-52600	Judicial Grant Fund – Mental Health Unit Paid Family Medical Leave	440
	1620-91782 21400-54401 (Allocated to travel related codes)	Judicial Grant Fund – Mental Health Unit Airfare	15,000

\$ 178,423

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 awarded grant funds to be used towards a Regional Mental Health Unit program 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:**

09/21/2020

<u>Date Rec'd</u>	9/11/2020
<u>Clerk's File #</u>	ORD C35943
<u>Renews #</u>	

Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	OPR 2020-0677
Contact Name/Phone	TIM SIGLER 625-6055	Project #	
Contact E-Mail	TSIGLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	N/A
Agenda Item Name	1680 - SBO FOR YOUNG ADULT EVICTION RENTAL ASSISTANCE GRANT		

Agenda Wording

CHHS is requesting approval of the attached SBO related to the Young Adult Eviction Rental Assistance Grant (approved 8/24/20) from the WA State Department of Commerce.

Summary (Background)

On July 28, 2020 the Dept. of Commerce invited eligible agencies to apply for approximately \$95 million in funds for the new Eviction Rent Assistance Program (ERAP). 10% of the funds were made available to current grantees of the Office of Homeless Youth (including the City of Spokane) to offer eviction prevention rent assistance to young adult-headed households. The funds are retroactively available to August 1, 2020 with a very aggressive spenddown date of December 30, 2020.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ 688,475		# 1540-95592-99999-33321-99999
Expense \$ 635,051		# 1540-95592-65410-54201-99999
Expense \$ 13,212		# 1540-95592-65430-51991-99999
Expense \$ 4,848		# 1540-95592-65430-52991-99999
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session\Other</u> PIES - 8.24.20
<u>Division Director</u>	SIGLER, TIMOTHY	<u>Council Sponsor</u> Council President Beggs
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	PICCOLO, MIKE	tdanzig@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	tsigler@spokanecity.org
Additional Approvals		srasmussen@spokanecity.org
<u>Purchasing</u>		chhsgrants@spokanecity.org
<u>BUDGET</u>	INGIOSI, PAUL	chhsaccounting@spokanecity.org
<u>GRANTS &amp;</u>	BROWN, SKYLER	

## Briefing Paper

### Public Infrastructure, Environmentally, and Sustainability

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Eviction Rental Assistance Program – Young Adults
<b>Date:</b>	8/18/20
<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 Infrastructure, Environment, & Sustainability
<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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The agreement start date is August 1, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$668,475 award from the WA State Dept. of Commerce for the Young Adult set aside component of the new Eviction Rental Assistance Program and to subgrant these funds to homeless service providers help prevent eligible households facing eviction from experiencing homelessness.
<b>Background/History:</b> On July 28, 2020 the Dept. of Commerce invited eligible agencies to apply for approximately \$95 million in funds for the new Eviction Rent Assistance Program (ERAP). 10% of the funds were made available to current grantees of the Office of Homeless Youth (including the City of Spokane) to offer eviction prevention rent assistance to young adult-headed households. The funds are retroactively available to August 1, 2020 with a very aggressive spenddown date of December 30, 2020. The contract for the Young Adult set aside was sent to CHHS on August 17, 2020	
<b>Executive Summary:</b> <p>The Eviction Rent Assistance Program Grant is intended to prevent evictions by paying past due and future rent, targeting limited resources to those with the greatest needs while working to distribute funds equitably.</p> <p>A primary goal of this program is to promote equity in who is served, with a focus on equity for groups of people who historically have not been provided equitable access to rent assistance and those who have disproportionately been impacted by the COVID-19 outbreak. Latinx or Hispanic, young adults, Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander.</p> <p>Grantees are only authorized to spend 50% of funding until Commerce can confirm grantees are ensuring equitable access to the program.</p> <p>Equitable access means that the race and ethnicity of people entering ERAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering ERAP by race and ethnicity.</p> <p>Data from all ERAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.</p>	



Eligible households must be 50% Area Median Income, have at least one month of rent not paid or partially unpaid since March 1<sup>st</sup>, and meet one of the following additional criteria:

- Rent burdened
- History of homelessness
- History of evictions
- Housing disrupted to household member(s) race, ethnicity, gender identity, sexual orientation, or religion
- At-risk of severe illness per CDC guidelines
- Disability of any member of household
- 24 years old or younger that is pregnant/parenting
- 24 years old or younger with history of child welfare, juvenile justice, and/or behavioral health

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: U.S. Treasury Department

Other budget impacts: N/A

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.



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/9/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** CHHS

**Approving Supervisor:** Tim Sigler

**Amount of Proposed Expenditure:** N/A - Grant Revenue Item

**Funding Source:** U.S. Department of Housing and Urban Development

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This item is for the approval of an SBO related to a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

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**CITY ADMINISTRATOR SIGNATURE:**

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ORDINANCE NO. C35943

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 Human Services Grant 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 Human Services Grant Fund, and the budget annexed thereto with reference to the Human Services Grant Fund, the following changes be made:

FROM:	1540-95592- HUMAN SERVICES GRANTS FUND	\$ <u>668,475</u>
	99999-33321-99999 Indirect from Dept. of Treasury	
TO:	1540-95592- HUMAN SERVICES GRANTS FUND	\$ <u>635,051</u>
	65410-54201-99999 Contractual Services	
	1540-95592- HUMAN SERVICES GRANTS FUND	\$ <u>13,212</u>
	65430-51991-99999 Contra Salaries	
	1540-95592- HUMAN SERVICES GRANTS FUND	\$ <u>4,848</u>
	65430-52991-99999 Contra Benefits	
	1540-95592- HUMAN SERVICES GRANTS FUND	\$ <u>15,364</u>
	65430-54992-99999 Contra Other	

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 provide funding to prevent evictions by paying past due and future rent for young adult-headed households (targeting limited resources to those with the greatest needs while working to distribute funds equitably), 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:**

09/21/2020

**Date Rec'd**

9/9/2020

**Clerk's File #**

ORD C35944

**Renews #****Submitting Dept**

PUBLIC WORKS

**Cross Ref #****Contact Name/Phone**

MARLENE FEIST X6505

**Project #****Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Emergency Ordinance

**Requisition #****Agenda Item Name**

4100 EXTENDING FLEXIBILITY FOR ACCESSING U-HELP ASSISTANCE

**Agenda Wording**

Continuing an emergency ordinance to allow greater flexibility for low-income customers affected by the pandemic to access U-Help utility billing financial assistance until March 31, 2021.

**Summary (Background)**

The need for utility bill financial assistance is ongoing as the pandemic continues. The number of City utility customer accounts that are delinquent is growing. Between January and June, the number of delinquent accounts grew by 2,500. This ordinance continues the waiver of specific requirements in the SMC to access U-Help utility bill assistance to allow more people to receive help. This ordinance extends the flexibility for access to U-Help support until March 31, 2021.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

SIMMONS, SCOTT M.

**Study Session\Other**

PIES Aug. 24, 2020

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

Breean Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

cmorse@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

eschoedel@spokanecity.org

**Additional Approvals**

weltz@snapwa.org

**Purchasing**

honekamp@snapwa.org

smsimmons@spokanecity.org

kyoung@spokanecity.org

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Extension of U-Help requirement flexibility
<b>Date:</b>	8/24/2020
<b>Author (email &amp; phone):</b>	Marlene Feist, <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> , (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" 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)	COVID Emergency Declaration
<b>Strategic Initiative:</b>	COVID emergency support
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an ordinance to continue requirement flexibility for customers to access U Help support
<b><u>Background/History:</u></b> The need for utility bill assistance is ongoing as the pandemic continues. The number of customer accounts that are delinquent is growing. Between January and June, the number of delinquent accounts grew by 2,500. And more customers are behind by multiple months. In June, 3,127 accounts were delinquent for 90 days or more, compared to just over 1,000 in January. Clearly, more households are struggling to keep up with their monthly bills.	
<b><u>Executive Summary:</u></b> At the beginning of the COVID-19 emergency, City Council approved an ordinance that waived specific requirements in the SMC to access U-Help utility bill assistance to allow more people to receive help. This ordinance extends the flexibility for access to U-Help support until March 31, 2021. (The flexibility is scheduled to expire on Sept. 30, 2020.)  The U-Help program provides low-income households with emergency financial assistance to help pay for their City utility bills, which include charges for water, wastewater, stormwater and garbage collection.  SNAP has been managing the process to qualify customers for U-Help assistance consistent with their requirements for Project Share energy bill assistance. They have agreed to continue to manage this assistance for the same time period.	
<b><u>Budget Impact:</u></b> 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: donations plus utility matching funds Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></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:	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/1/2020

**Type of expenditure:** Goods ☐ Services ☐

**Department:** Public Works

**Approving Supervisor:** Scott Simmons

**Amount of Proposed Expenditure:** N/A

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

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**CITY ADMINISTRATOR SIGNATURE:**

---

## **ORDINANCE NO. C35944**

An ordinance relating to program participation criteria for the U-Help utility bill payment assistance program and partnership for response to the COVID-19 pandemic; amending section 13.09.100 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, on March 16, 2020, Mayor Nadine Woodward issued a Declaration of Civil Emergency or Disaster due to the COVID-19 pandemic. This declaration was ratified as amended by the Spokane City Council on March 16, 2020; and

**WHEREAS**, on February 29, 2020, Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state of Washington in response to new cases of COVID-19 and has subsequently amended his proclamations which now restrict various activities for non-essential activities and persons; and

**WHEREAS**, the Washington State Constitution Article 8, Section 7 permits the use of public resources for the “support of the poor or infirm”; and

**WHEREAS**, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided by municipal utilities; and

**WHEREAS**, the City of Spokane operates a water system and a sewerage and solid waste disposal system pursuant to state law and its charter; and

**WHEREAS**, nearly seventeen percent of Spokane households reported an income below the poverty line at the time of the 2010 Census, and the City recognizes that any utility rate increase has a profound impact on these low-income customers; and

**WHEREAS**, as the work to slow the spread of COVID-19 continues, the City’s households and businesses are facing financial hardships, and widespread temporary and permanent closures of businesses and schools; and

**WHEREAS**, the City of Spokane operates a U-Help utility assistance program pursuant to chapter 13.09 of the Spokane Municipal Code to provide financial assistance to qualified low-income customers who face utility shut off; and

**WHEREAS**, the U-Help Program establishes eligibility qualifications such as specific income requirements, receipt of a final notice of utility account delinquency, and a limit of one U-Help assistance per 12-month period; and

**WHEREAS**, the City of Spokane wishes to make some changes to the program to allow more customers to get assistance to mitigate the economic effects of the COVID-19 pandemic, such as by allowing assistance before a customer has received a final notice of account delinquency, and by allowing multiple opportunities for customers to get help if they need it; and

**WHEREAS**, the City of Spokane and Spokane Neighborhood Action Programs (“SNAP”) have a new partnership designed to increase direct financial support for those who need it most, by leveraging existing financial programs to assist eligible low-income customers: Project Share for energy bills and U-Help for the City utility bills.

**NOW, THEREFORE, THE CITY OF SPOKANE ORDAINS:**

**Section 1.** Section 13.09.100 of the Spokane Municipal Code is amended to read as follows:

**Section 13.09.100 Temporary Suspension of Some Qualification Criteria during COVID-19 Pandemic Response.**

From the effective date of this section until ((~~September 30, 2020~~)) March 31, 2021, applicants shall not be required to satisfy the criteria listed in SMC 13.09.030(C) or (D)((,;)) in order to allow for greater flexibility in awarding assistance during the COVID-19 pandemic.

**Section 2. Emergency Ordinance.** That an urgency and emergency condition exists in the City of Spokane which poses a danger to the health, welfare and safety of the people of Spokane and which necessitates that this ordinance be, under Section 19 (a) of the City Charter, effective immediately upon passage by the affirmative vote of one more than a majority of the City Council.

**PASSED BY THE CITY COUNCIL** on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

09/21/2020

<u>Date Rec'd</u>	9/11/2020
<u>Clerk's File #</u>	RES 2020-0067
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6254	<u>Project #</u>	
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - RESOLUTION APPROVING 2021 FEDERAL LEGISLATIVE AGENDA		

Agenda Wording

A resolution adopting the City of Spokane's 2021 federal legislative agenda.

Summary (Background)

This resolution would adopt the City of Spokane's 2021 federal legislative agenda, determined in a collaborative effort with the City Administration.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> Study Session, 8/27/20
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	CRAGO, WES	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 8/31/2020

**Type of expenditure:**

Goods



Services



**Department:** City Council

**Approving Supervisor:** Breean Beggs

**Amount of Proposed Expenditure:** \$0

**Funding Source:** N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

N/A

**What are the impacts if expenses are deferred?**

N/A

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

N/A

**Person Submitting Form/Contact:** Brian McClatchey, bmcclatchey@spokanecity.gov

**FINANCE SIGNATURE:**

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**CITY ADMINISTRATOR SIGNATURE:**

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## RESOLUTION NO. 2020-0067

A Resolution establishing the City of Spokane's federal legislative agenda for the 117<sup>th</sup> Congress.

**WHEREAS**, section 02.03.030 of the Spokane Municipal Code requires that all lobbying advocacy efforts on behalf of the City "shall be consistent with the legislative agenda adopted by the City Council"; and

**WHEREAS**, efforts of representation on behalf of the City of Spokane to influence, effect, or guide the passage of legislation in the United State Congress are enhanced by a comprehensive and coordinated package of proposals adopted after consultation with the Mayor, pursuant to SMC 02.03.030; and

**WHEREAS**, members of the City Council have consulted with the Mayor and formed the legislative agenda attached to this Resolution to guide the City's advocacy efforts in the 117<sup>th</sup> Congress.

**NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL** that the Spokane City Council adopts the attached City of Spokane Federal Legislative Agenda for the 117<sup>th</sup> Congress as the official position and goal statements for federal legislation in 2021.

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

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

Approved as to form:

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



## **CITY OF SPOKANE | 2020 FEDERAL AGENDA**

To help fulfill its mission and serve the people of Spokane, the City will advocate for impactful and innovative federal policies and budget decisions that promote justice and improve Spokane's economy, health, and quality of life in the near- and long-term. The City prioritizes federal actions that: 1) protect civil rights and advance criminal justice reform; 2) support local governments during the COVID-19 crisis; 3) promote high quality, affordable child care; 4) invest in mental health and homelessness response and prevention; 5) provide significant funding for local transportation, infrastructure, and sustainability efforts; and 6) preserve federal spending at Fairchild.

### **PROTECT CIVIL RIGHTS AND ADVANCE CRIMINAL JUSTICE REFORM**

The City believes it has no greater responsibility than protecting the civil rights and safety of its residents and promoting criminal justice reform at the local, state, and federal levels. At the federal level, the City urges Congress and the administration to adopt a comprehensive approach to police and criminal justice reform that includes (but is not limited to) the following:

- Adoption of the policies set out in the President's Taskforce on 21<sup>st</sup> Century Policing and the establishment of national standards for use of force in alignment with that report and requiring alignment as a condition for receiving federal law enforcement grants.
- Provide federal support for the adoption of policy body cameras, including related IT infrastructure, subject to assurances that departments will meet certain standards.
- Promote efforts to establish law enforcement best practices (including alternatives to use of force, de-escalation, and responding to behavioral health crises) and support training and recruitment efforts that support implementation of these best practices.
- Address the Supreme Court's manufactured doctrine of Qualified Immunity so that individuals who have been harmed by agents of local government to hold those municipalities financially accountable for the actions of their police officers when those officers have been determined by the court to have violated the constitutional rights of community members.
- Provides federal support for local alternatives-to-incarceration and alternatives-to-detention programs while insuring public safety and funding opportunities for rehabilitation.

### **SUPPORT LOCAL GOVERNMENTS DURING THE COVID-19 CRISIS**

The health and economic crisis that the City of Spokane now faces will place extreme budget pressures on critical services that residents and businesses depend on, probably for the next 18 months to two years. Sales tax revenue for 2020 is expected to decrease by 16 percent, which translates into a significant \$13 million hit to the City's budget.

The City appreciates the efforts by Congress and the Administration to provide direct assistance to states and some local governments for COVID-19-related expenses, such as the \$6.6 million in federal money through the State of Washington. However, Spokane, like other units of local government, will need additional federal support to weather the current crisis. The City urges Congress and the Administration to support policies and appropriations that:

- Provide meaningful and direct federal assistance to cities with fewer than 500,000 residents.
- Allow cities to use federal funding for critical existing services that may not be related directly to the health crisis, but which have been affected by revenue shortfalls.
- Enable municipalities to provide support to local small businesses that may not benefit from other federal relief efforts.

#### **PROMOTE HIGH QUALITY, AFFORDABLE CHILD CARE**

The deficit of high quality, affordable child care holds our economy back and misses an opportunity to ensure that all children enter kindergarten ready to learn. The current public health and economic crisis has worsened this situation; a large number of child care providers are going out of business at the same time that additional child care options are needed so that the unemployed or underemployed can get back to work or increase their work hours. The City urges the Congress and Administration to:

- Support incentives and tools that allow child care providers to operate safely and economically during the current crisis.
- Increase access to child care through the various federal initiatives under the Child Care and Development Fund.
- Enhance the value of the Child and Dependent Care Tax Credit.

#### **INVEST IN MENTAL HEALTH AND HOMELESSNESS RESPONSE AND PREVENTION**

Access to mental health and substance use disorder services and safe and affordable housing is critical to Spokane's economy and quality of life. The pandemic has escalated the City's current housing affordability and homelessness challenges and created new challenges for neighborhoods and businesses. Meanwhile the community is struggling to provide adequate substance use disorder treatment and mental health services, including in-patient and outpatient psychiatric services. The federal government plays a critical role in addressing these issues. The City urges Congress and the Administration to:

- Support the Community Development Block Grant Program (CDBG) and Emergency Shelter Grant Program.
- Strengthen the Low Income Housing Tax Credit program.
- Further amend the Medicaid Institutions of Mental Disease (IMD) exclusion policy so that IMDs can receive federal Medicaid support for more of the services they provide.

### **SUPPORT FOR TRANSPORTATION, INFRASTRUCTURE AND SUSTAINABILITY**

Safe, efficient, and sustainable transportation infrastructure and services are essential to Spokane's economy and quality of life. Such projects are particularly important now and in the coming years as we seek to create the conditions for full economic recovery. Spokane will continue to partner with local, state, and federal agencies to expand transit infrastructure and services, create a regional transportation electrification plan, extend trails, rebuild bridges that are essential for mobility and recreation, improve freight mobility and reduce bottlenecks, and embed the City's sustainability goals into its transportation and infrastructure objectives.

As part of the annual federal appropriations process, any COVID-19-related packages, and authorizing legislation, the City of Spokane urges Congress and the Administration to:

- Support local transit agencies such as Spokane Transit Authority.
- Create additional competitive opportunities to fund "shovel ready" projects like the US 395/North Spokane Corridor, replacement of bridges in Spokane parks, and projects eligible for the Safe Routes to Schools program.
- Invest in early planning and design efforts that support the development of solutions for key projects like the US 195 corridor and Division Street.
- Invest in transportation electrification for transit, public fleets and private vehicles.
- Support the expansion of pedestrian and bike infrastructure.
- Grow the Land and Water Conservation Fund, which invests in open space and recreation priorities.
- Adopt policies and funding that promote recycling and waste-reduction.
- Increases competitive funding opportunities for water and wastewater infrastructure.

### **PRESERVE FEDERAL SPENDING AT FAIRCHILD**

Fairchild Air Force Base is the largest single-site employer in Eastern Washington and the City is committed to advocating for preserving current funding and securing additional federal funding for innovative future federal programs in the region without interfering with other important commercial and hospitality activities on the West Plains. The City of Spokane urges Congress and the Administration to:

- Sustain and strengthen Fairchild's role in our community in partnership with the West Plains community.
- Support the City's efforts to host future innovative federal programs at Fairchild.

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

08/17/2020

**Date Rec'd**

8/5/2020

**Clerk's File #**

ORD C35924

**Renews #****Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**

TIM 6225

**Project #****Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0500 YELLOWSTONE PIPELINE FRANCHISE

**Agenda Wording**

Ordinance granting Yellowstone Pipeline Company, a Delaware corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment

**Summary (Background)**

Summary/ Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. There was an independent safety compliance audit conducted by Southwest Research Institute on YPL's integrity management program. The report found YPL to be in compliance.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Revenue \$ 25,000 Annually

# 0020-88100-99999-32191-30028

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

Finance - 10/21/19

**Division Director****Council Sponsor**

Michael Cathcart

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

jsakamoto@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

sburns@spokanecity.org

**Additional Approvals**

Jimmy.R.Greene@p66.com

**Purchasing**

richard.kuhling@painehamblen.com

kbustos@spokanecity.org

budget@spokanecity.org





# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 7/29/2020

**Type of expenditure:** Goods ☒ Services ☐

**Department:** Legal

**Approving Supervisor:**

**Amount of Proposed Expenditure:** N/A

**Funding Source:** N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

N/A

**What are the impacts if expenses are deferred?**

N/A

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

N/A

**Person Submitting Form/Contact:** Tim Szambelan

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---

**Ordinance C-35924**

AN ORDINANCE GRANTING YELLOWSTONE PIPE LINE COMPANY, A CORPORATION, CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

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

**Section I.     Definitions of Franchise Terms.**

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated "sole source" aquifer that serves as the City of Spokane's sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee's Facilities within the Franchise Area.

1.3 City's Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City's Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,

requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

## **Section 2. Grant of Franchise Authority.**

### **2.1 Purpose of Franchise.**

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

## 2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations



(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) Facilities on Park Property. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

### 2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public

Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

**Section 3. Term and Renewal or Extension of Franchise.**

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

**Section 4. Assignment and Transfer of Franchise.**

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

## **Section 5. Compliance with State and Federal Laws.**

### **5.1 Compliance with State and Federal Law a Material Term of Franchise.**

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

## **Section 6. Construction and Maintenance of Facilities.**

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

(1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

(2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and

safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.



6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:

(1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".

(2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

(3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

**Section 7. Operations, Maintenance, Inspection, Testing.**

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

## 7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

## 7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third

Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

**Section 8.     Encroachment Management.**

8.1     Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2     Inspections of surface conditions.     Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3     Encroachment Response Procedure.



(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

#### 8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.

8.5 Inspection of Third Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

## **Section 9. Leaks, Spills, Ruptures, and Emergency Response.**

### **9.1 Grantee Shall Have Remote Monitoring System.**

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control

Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City, Grantee shall be solely

responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and

confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

#### 9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

**Section 10. Required Relocation of Facilities for Public Project.**

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and

does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

#### 10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses from persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the



Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

**Section 11. Removal of Grantee's Facilities - Abandonment in Place.**

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

#### 11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility

ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

## **Section 12. Violations, Remedies and Termination.**

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following

remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

**Section 13. Dispute Resolution.**

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

#### **Section 14. Indemnification.**

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

#### 14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,



including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

(1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

(2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or

(3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

(1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;

(3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

(5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

## **Section 15. Insurance and Bond Requirements.**

### **15.1 Insurance Requirement.**

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance

required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

**Section 16. Receivership or Foreclosure of Grantee.**

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

**Section 17. Annual Franchise Fee and Costs.**

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

**Section 18. Legal Relations; Charter Requirements.**

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

**Section 19: Miscellaneous.**

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.



19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at

the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

To the Grantee:

Real Estate Services  
PO Box 7500  
Bartlesville, OK

Copy to:

Office of the City Attorney  
5<sup>th</sup> Floor City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between the Parties pertaining to

Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1<sup>st</sup> day of \_\_\_\_\_, 2020, after passage, approval and legal publication of this Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

**PASSED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President

Attest:

Approved as to Form

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned official of Yellowstone Pipe Line Company, am authorized to bind Yellowstone Pipe Line Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-\_\_\_\_), which are hereby accepted by Yellowstone Pipe Line Company this \_\_\_\_ day of \_\_\_\_\_, 2019.

Yellowstone Pipe Line Company

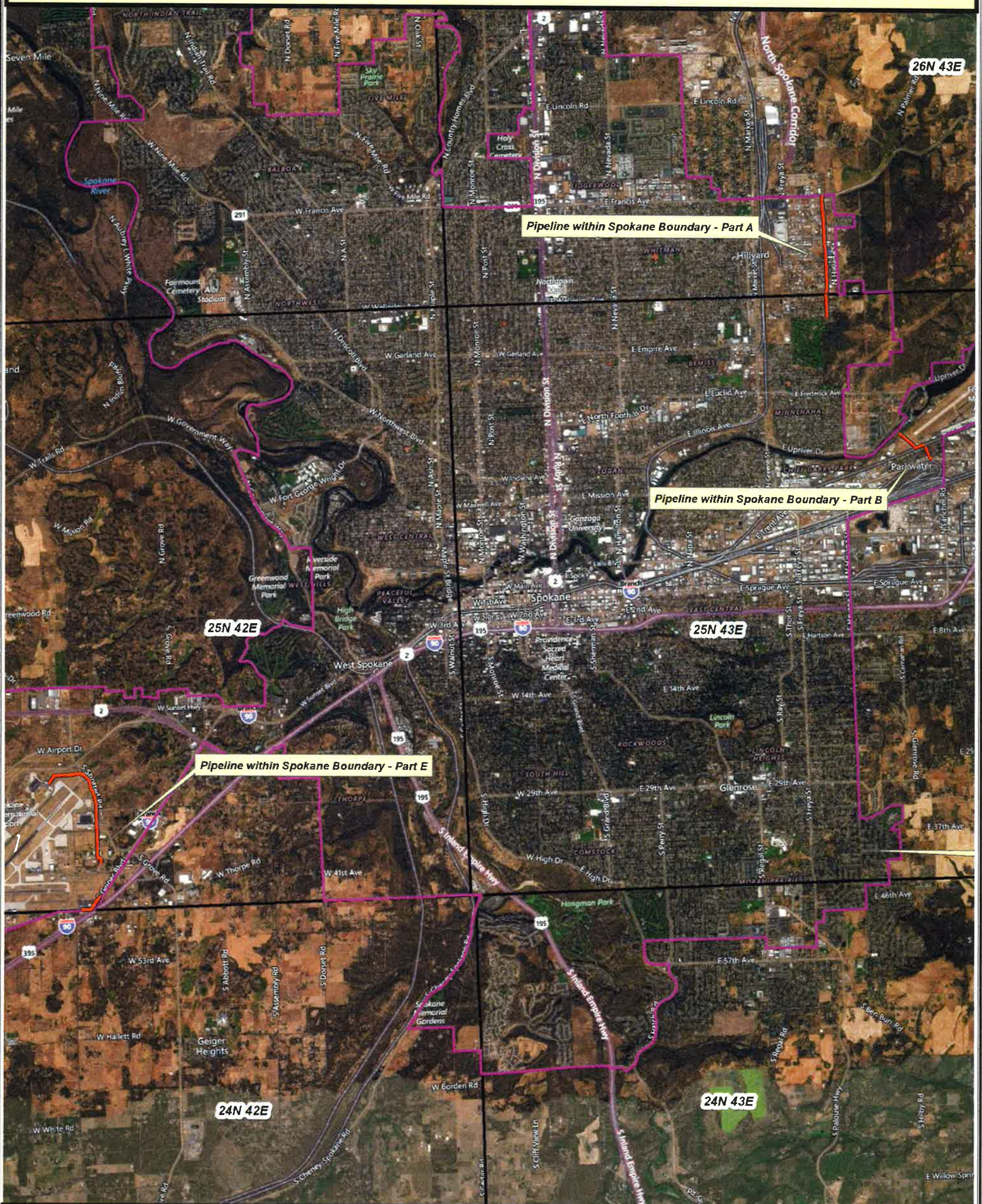
By: \_\_\_\_\_

Name: \_\_\_\_\_

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



Tract_Num	Property_T	Owner	Line_typ	Distance	Pipe_Lengt	Descr
A-3	Part A	City of Spokane	Pipeline to be covered by City Franchise	76.60 Rds	1263.92	Florida Ave. - 76.60 Rods
A-5	Part A	City of Spokane	Pipeline to be covered by City Franchise	319.69 Rds	5274.9	Florida Ave. - 319.69 Rods
B-03	Part B	City of Spokane	Pipeline to be covered by City Franchise	3.91 Rds	64.494	Trent Avenue - 3.91 Rods
B-04	Part B	City of Spokane	Pipeline to be covered by City Franchise	5.92 Rds	97.75	Koren St. & Parkwater Ave. - 5.92 Rods
B-05	Part B	City of Spokane	Pipeline to be covered by City Franchise	38.72 Rds	638.821	Koren Street - 38.72 Rods
B-07	Part B	City of Spokane	Pipeline to be covered by City Franchise	35.62 Rds	587.71	Rutter Avenue - 35.62 Rods
B-08	Part B	City of Spokane	Pipeline to be covered by City Franchise	54.98 Rds	907.17	Spokane Airport (Felts Field) - 54.98 Rods
B-09	Part B	City of Spokane	Pipeline to be covered by City Franchise	13.21 Rds	217.99	Waterw orks St to SE ROW Upriver Dr - 13.21 Rods
Ea-2	Part E	City of Spokane	Pipeline to be covered by City Franchise	68.69 Rds	1133.320807	6" Geiger Jct to Geiger St - 68.69 Rods
Eb-1	Part E	City of Spokane	Pipeline to be covered by City Franchise	82.48 Rds	1360.869644	3" Geiger St to Spokane Airport
Eb-3	Part E	City of Spokane	Pipeline to be covered by City Franchise	442.15 Rds	7295.444648	3" Geiger St to Spokane Airport - 442.15 Rods



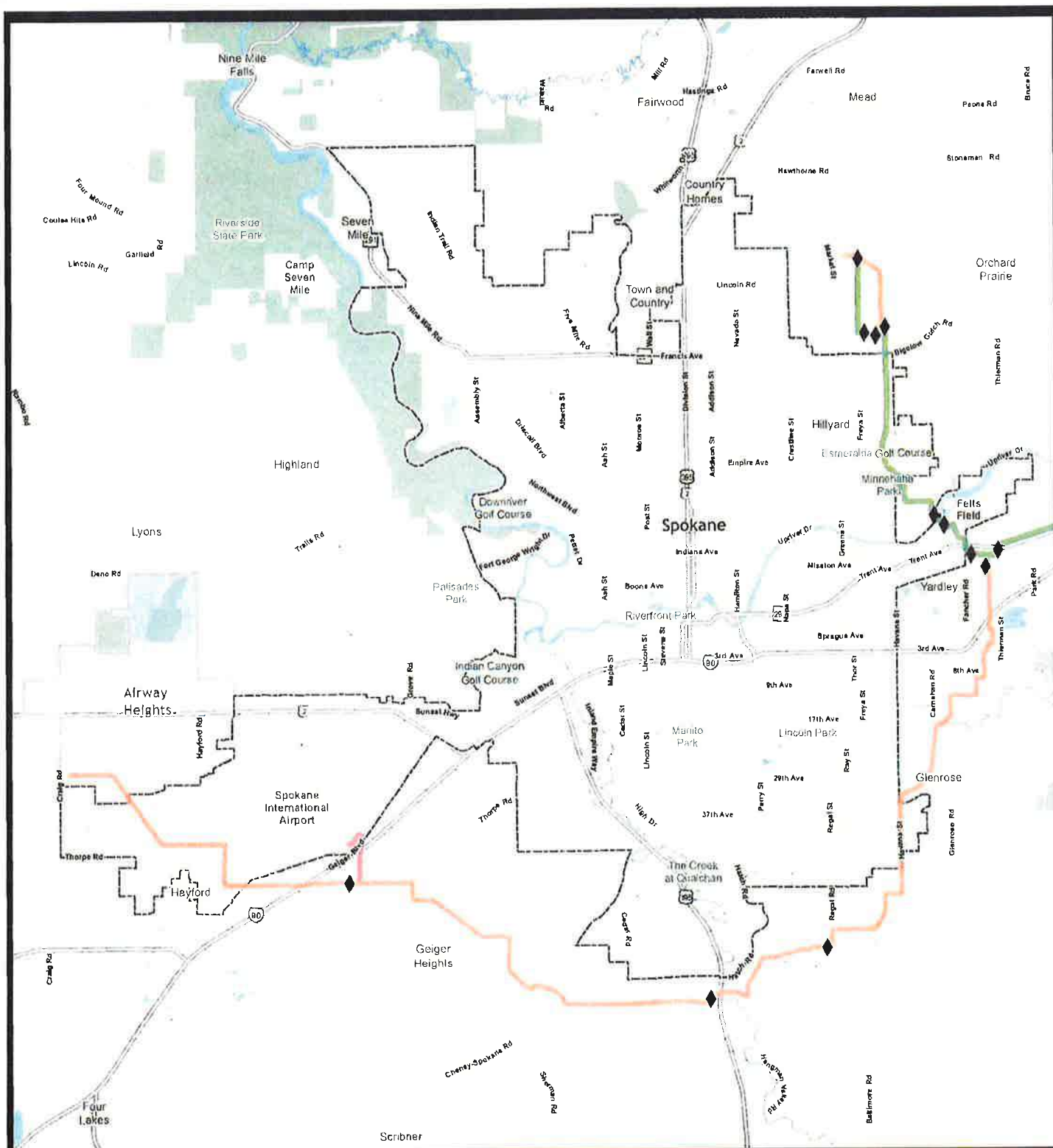
**Exhibit A to Ordinance C-35924**  
**Franchise Agreement for Yellowstone Pipe Line Company**

— YPL Segments Subject to City of Spokane Franchise Agreement  
— SpokaneMunicipalBndy



## EXHIBIT B

### GUARANTEE DOCUMENT

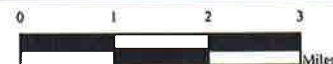


# **Exhibit C** **Emergency** **Flow Reduction** **Valves**

Printed by: moline  
Print date: 7/11/2012

## **Legend**

- ◆ EMERGENCY FLOW REDUCTION VALVES
- YELLOWSTONE 10"
- YELLOWSTONE 8"
- YELLOWSTONE 6"



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 or relationships to property lines, section lines, etc.





**Agenda Sheet for City Council Meeting of:**  
09/21/2020

<b>Date Rec'd</b>	9/9/2020
<b>Clerk's File #</b>	ORD C35945
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2020-0056
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	4700 - ROSEWOOD-HELENA STREET VACATION

**Agenda Wording**

Vacation of the north half of Rosewood Ave just east of Helena, as requested by Jon and Nicol Whipple.

**Summary (Background)**

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 21, 2020. Staff has solicited responses from all concerned parties.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></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\Other</u></b>	Urban Dev. 7-13-2020	
<b><u>Division Director</u></b>	BECKER, KRIS		<b><u>Council Sponsor</u></b>	CP Beggs	
<b><u>Finance</u></b>	ORLOB, KIMBERLY		<b><u>Distribution List</u></b>		
<b><u>Legal</u></b>	RICHMAN, JAMES		kbecker@spokanecity.org		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		edjohnson@spokanecity.org		
<b><u>Additional Approvals</u></b>			mvanderkamp@spokanecity.org		
<b><u>Purchasing</u></b>			ebrown@spokanecity.org		
			rthomspon@spokanecity.org		
			sbishop@spokanecity.org		



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---

City of Spokane  
Planning and Development  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35945

An ordinance vacating the north half of Rosewood Avenue between the east line of Helena Street and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition to Spokane in Section 28, T26N, R43E, W.M., Spokane, Washington from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, a petition for the vacation of the north half of Rosewood Avenue between the east line of Helena Street and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition to Spokane in Section 28, T26N, R43E, W.M., Spokane, Washington, has been filed with the City Clerk by the owner of property abutting said street, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, a previous version of a non-user statute (RCW 36.87.090), adopted by the legislature in 1889, provided:

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.

WHEREAS, Rosewood Avenue was dedicated in 1890 as part of the Gunn's Addition to Spokane Falls Wash plat, which plat was located in unincorporated Spokane County; and

WHEREAS, to the best of the City's knowledge and understanding, Rosewood Avenue has never been improved as a public street and opened for public use; and

WHEREAS, Rosewood Avenue and the areas surrounding it were annexed into the City of Spokane in 1994 by the Calkin's Annexation, more than five years after Rosewood Avenue was dedicated; and

WHEREAS, due in part to the fact that Rosewood Avenue has never been improved or used as a public street, various private improvements encroach into Rosewood Avenue; and

WHEREAS, by virtue of the RCW quoted above, the Spokane 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 north half of Rosewood Avenue between the east line of Helena Street and 25 feet east of the west line of Lot 17, Block 27 of the plat of Gunn's Addition to Spokane in Section 28, T26N, R43E, W.M., Spokane, Washington, is hereby vacated. Parcel number not assigned.

Section 2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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

**P2000509VACA**

N Helena St

E Rosewood Ave

0 30 60 90 Feet



**Right-of-way Description:**  
That portion of the north half of Rosewood Ave  
between the east line of Helena St. and 25 feet  
east of the west line of Lot 17, Block 27 of the  
Plat of Gunn's Addition to Spokane

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
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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**  
July 27, 2020

**LOCATION:** Rosewood Ave between Pittsburg and Helena

**PROPONENT:** Jon and Nicol Whipple

**PURPOSE:** To mitigate liability and risk and to increase property value.

**HEARING:** September 21, 2020

**REPORTS:**

**AVISTA UTILITIES** – Avista does have electric and gas facilities in the portion of the street to be vacated and therefore requests an easement be reserved for those facilities.

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our Coax in this area. We are attached to the pole highlighted, we would just need access to it.

**ZAYO COMMUNICATIONS** – Zayo has no comment or objection to this ROW vacation.

**CENTURYLINK** – CenturyLink has no objections to this vacation request.

**VERIZON** – XO/MCI/metro do not have facilities in this location.

**INLAND POWER** – Inland Power & Light has no utility facilities with the proposed vacation area.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – No issues from Fire

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – Since there was already a partial vacation there is no concern.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – The Street Department has no objection to the street vacation.

**WASTEWATER MANAGEMENT** – That area around Pittsburg, Rosewood and Helena has a number of drainage problems. We have no objection to the vacation provided as usual that the on site runoff be maintained and treated on site. However we would like the city to retain a portion of the proposed vacation area for a future swale. The area we'd like to keep is a full width section at the west end of the proposed vacation area from the property line 15' to the east. Please let me know if we can get this taken care of and I apologize for being so late on comments.

**WATER DEPARTMENT** - No comments

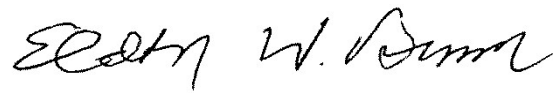
**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Comcast and Avista are requesting easements to protect existing utilities in the right-of-way. The City would like to see private easements established for these utilities prior to the vacation ordinance being finalized.
2. All on-site stormwater runoff generated outside existing roadway must be collected and treated on the site
3. Existing parcels shall be aggregated to ensure no parcel is land-locked.
4. The plans for termination and closure of the roadway 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 no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago as recommended by City Staff.

6. 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 31, 2021

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, flowing style with a large initial "E" and a long, sweeping underline.



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

09/21/2020

**Date Rec'd**

9/9/2020

**Clerk's File #**

ORD C35946

**Renews #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Cross Ref #**

RES 2020-0057

**Contact Name/Phone**

ELDON BROWN 625-6305

**Project #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4700 - GRANT AND 5TH STREET VACATION

**Agenda Wording**

Vacation of Grant Street between 5th and I-90, as requested by Daren Doneen.

**Summary (Background)**

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 21, 2020. Staff has solicited responses from all concerned parties.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

PIES 06/22/2020

**Division Director**

BECKER, KRIS

**Council Sponsor**

CP Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

kbecker@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

mvanderkamp@spokanecity.org

**Purchasing**

ebrown@spokanecity.org

rthompson@spokanecity.org



# Expenditure Control Form

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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35946

An ordinance vacating Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90.

WHEREAS, a petition for the vacation of Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90 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 Grant Street from the north line of 5<sup>th</sup> Avenue to the south right-of-way line of I-90 is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

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

Approved as to Form:

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

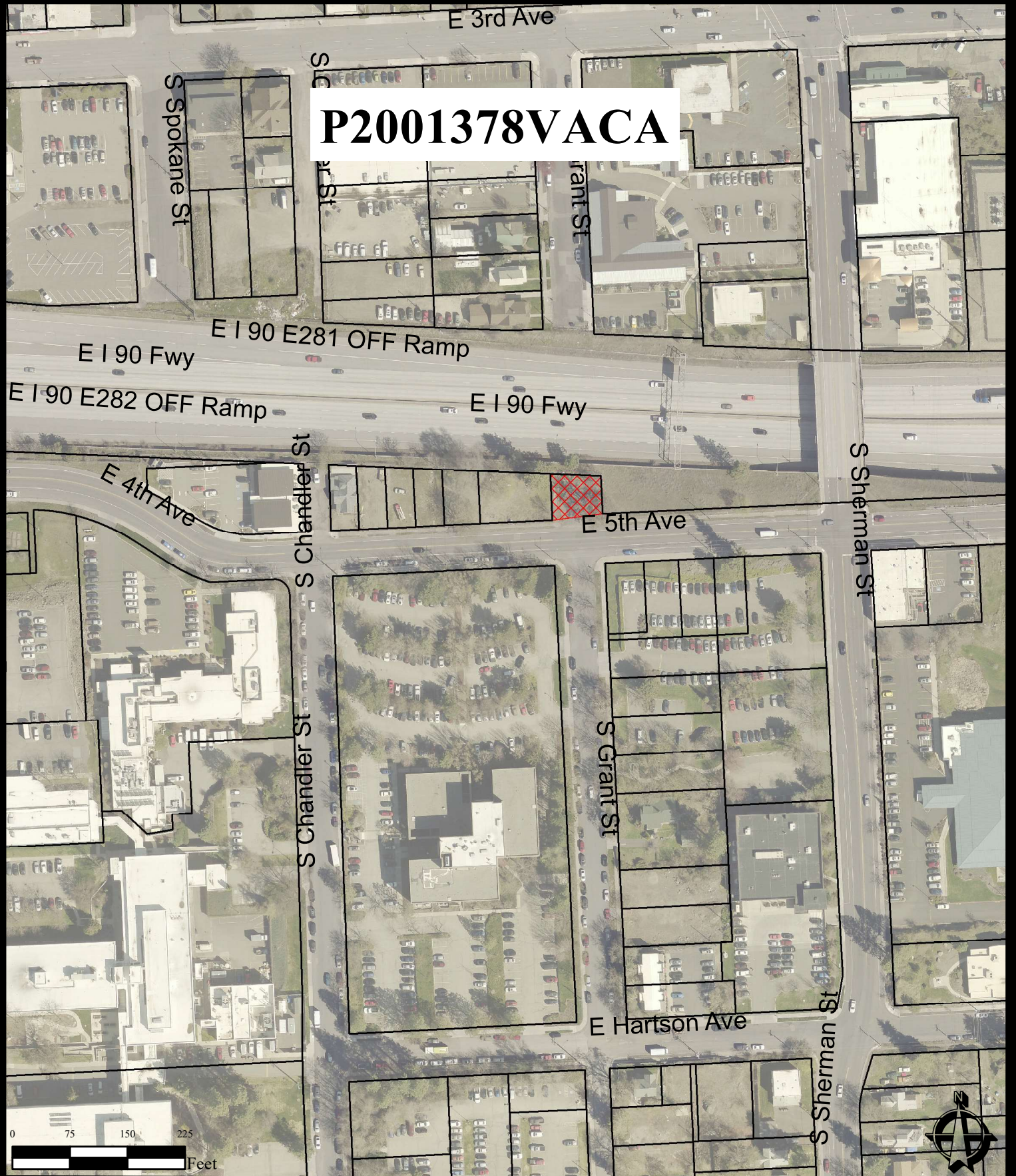
\_\_\_\_\_  
Mayor

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

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



P2001378VACA



**Right-of-way Description:  
Grant St. between 5th Ave and I-90**

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
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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**  
July 21, 2020

**LOCATION:** Grant St. between 5<sup>th</sup> and I-90

**PROPONENT:** Daren Doneen

**PURPOSE:** Expand existing property

**HEARING:** September 21, 2020

**REPORTS:**

**AVISTA UTILITIES** – No concerns

**COMCAST** – Comcast has no issues with this vacation.

**VERIZON** - XO/Verizon do not have facilities in this area.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in the described area.

**CENTURYLINK** – CenturyLink has no objections to the vacation.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** - No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No concerns

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – Solid Waste has no concerns

**STREET DEPARTMENT** – No objection

**WASTEWATER MANAGEMENT** - Wastewater Management has no assets on the proposed vacation sight. If the property is to be vacated as usual, on site run off must be maintained and treated on site. Additionally, the continuation of the curb line or a proper driveway drop should be a condition of the vacation to insure separation of drainage, both for city runoff and what will become private runoff. Under those two conditions we have no objection to the vacation of the property.

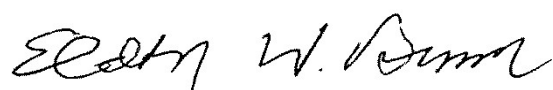
**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. The plans for termination and closure of the roadway must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
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 \$35,362.95 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. 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, 2022**

Eldon Brown, P.E.  
Principal Engineer – Planning & Development



EDJ