#### **CITY OF SPOKANE**



#### NOTICE

#### **REGARDING CITY COUNCIL MEETINGS**

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19**, **2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 2 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **March 8**, **2021.** 

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 146 396 3105 for the 3:30 p.m. Briefing Session or 146 099 1258 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, March 8, 2021, 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.

#### To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, March 8, and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

## 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 he aring 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 5.3PARTICIPATION 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, MARCH 8, 2021

# **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.

# 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	RECOMM	ENDATION
1. Purchase from Western States Equipment (Spokane) of Caterpillar H120 Hammer and Accessories—\$63,056.21 (incl. tax). Loren Searl	Approve	OPR 2021-0147
2. Contract Extension and Annual Licensing Fees with NBS Government Finance Group d/b/a NBS (Temecula, CA) for D-FAST 3 Local Improvement Districts System for the Treasury Services Department—\$12,232.61 (incl. tax). Total contract amount: \$153,953.94 Jake Hensley	Approve	OPR 2011-0330
3. Amendment No. 1 to Grant Agreement with the Washington State Department of Ecology to purchase a dedicated hazmat equipment truck and hazmat equipment—increase of \$100,000. Total grant amount: \$185,000 (Relates to Special Budget Ordinance C36017) Tom Williams	Approve	OPR 2020-0744
4. Master Site Agreement with Avista Corporation, City of Spokane, Spokane Public Library, and Spokane Parks Board for the installation of required equipment for electric vehicle DC fast charging stations. Avista will be responsible for the installation and related cost as well as the cost of electricity for the stations. Mike Piccolo	Approve	OPR 2021-0149
		Page 3

5.	Contract Amendment with OAC Services, Inc. (Spokane) to audit the construction contract for Next Level of Treatment project at the Riverside Park Water Reclamation Facility (RPWRF)—\$253,634. Total contract amount: not to exceed \$433,104. Increase administrative reserve by \$25,363 (10%). Lars Hendron	Approve	OPR 2015-0559
6.	Contract Amendment Nos. 21 through 25 with CH2M Hill (Jacobs) Engineers, Inc. (Spokane) for engineering services for Next Level of Treatment at RPWRF—\$571,333. Total contract amount: not to exceed \$25,723,348.96. Increase administrative reserve by \$38,524 (6.7%). Lars Hendron	Approve	OPR 2015-0183
7.	Contract Renewals with:	Approve All	
	a. Oracle America, Inc. (Dallas, TX) for license support, to include Updated Subscription Services and Right to Use Oracle Licenses, from April 21, 2021, through April 20, 2022–\$207,462.82 (incl. tax).	All	OPR 2019-0314
	b. Hyland Software, Inc. (Westlake, OH) for Annual Software Maintenance and Support for the City's OnBase document imaging system from April 1, 2021, through March 31, 2022–\$68,041.67 (incl. tax)		OPR 2015-0013
	c. Azteca Systems, LLC (Sandy, UT) for Cityworks Annual Software Maintenance and Support for Water and Wastewater Departments to manage Public Works Infrastructure from April 1, 2021, through March 31, 2022–\$135.036 (incl. tax).		OPR 2016-0235
8.	Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through, 2021, total \$, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$	Approve & Authorize Payments	CPR 2021-0002
9.	City Council Meeting Minutes:, 2021.	Approve All	CPR 2021-0013

# **EXECUTIVE SESSION**

(Closed Session of Council)

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

# **CITY COUNCIL SESSION**

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

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

# LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

NOTE: The regularly scheduled March 8, 2021, Town Hall meeting of City Council has been canceled. City Council will hold a regular Legislative Session at 6:00 p.m. on March 8, 2021, instead.

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

**ROLL CALL OF COUNCIL** 

ANNOUNCEMENTS (Announcements regarding Changes to the City Council Agenda)

# **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

**APPOINTMENTS** 

Human Rights Commission: Two Appointments

RECOMMENDATION

Confirm CPR 1991-0068

# ADMINISTRATIVE REPORT

# COUNCIL COMMITTEE REPORTS

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

# LEGISLATIVE AGENDA

# SPECIAL BUDGET ORDINANCES

(Require <u>Five</u> Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36016	Criminal Justice Fund
	FROM: Unappropriated Reserves, \$55,100;
	TO: Interfund IT Expense, same amount,
	and
	Information Technology Fund
	FROM: Other Internal Service Changes, \$55,100; TO: Various Accounts, same amount.
	(This action budgets for the creation of a new position for long-term support of the eSeries [criminal justice] solution.) (Council Sponsor: Council Member Kinnear)
	Erich Finch
ORD C36017	Fire/EMS Fund
	FROM: Washington State Department of Ecology, \$100,000; TO: Various Accounts, same amount.
	(This action budgets an amendment to a Department of Ecology Grant for Hazmat vehicles and equipment.) (Relates to Consent Agenda Item No. 3) (Council Sponsor: Council Member Kinnear) Tom Williams
ORD C36018	Asset Management Capital Fund
	FROM: Undesignated Reserves, \$1,300,000;
	TO: Operating Transfer to Arterial Streets, same amount,
	and
	Arterial Street Fund FROM: Operating Transfer In from Asset Management, \$1,300,000; TO: Various Accounts, same amount.
	(This action budgets to expend the proceeds from the Sale of the

(This action budgets to expend the proceeds from the Sale of the Normandie Property.) (Council Sponsor: Council Member Wilkerson) Tonya Wallace ORD C36019 Emergency Rental Assistance Fund FROM: Grant Revenue, \$6,695,536.90; TO: Contractual Services, same amount.

> (This action creates a fund to deposit and contract funds received from the Department of Treasury for Emergency Rental Assistance.) (Council Sponsor: Council Member Wilkerson) Michelle Hughes

ORD C36020 General Fund FROM: Unappropriated Reserves, \$225,713; TO: Transfers Out to Arterial Streets, same amount,

and

U-District Capital Fund FROM: Unappropriated Reserves, \$1,700,000; TO: Transfers to Arterial Streets, same amount,

and

Asset Management Capital Fund FROM: Other Long Term Debt Proceeds, \$2,000,000; TO: Transfers to Arterial Streets.

(This action allows for recording loan proceeds and the transfer of funds to Arterial Streets for the construction of the East Sprague Project in the U-District.) (Council Sponsor: Council President Beggs) Michelle Hughes

# NO EMERGENCY ORDINANCES

# **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0016 Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsor: Council President Beggs)

Michelle Hughes

RES 2021-0017 Declaring Dresser Rand Company (Seattle, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of parts necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 for a two year period – approximately \$1,800,000 without public bidding. (Council Sponsor: Council President Beggs)

Chris Averyt

RES 2021-0018 Approving settlement of a Civil Claim against the City of Spokane brought by Stephen Gilbert.

Sam Faggiano

<u>Request motion to defer the following Ordinance (ORD C36003) to the April 12, 2021,</u> Agenda:

ORD C36003 Relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070. (Deferred from January 25, 2021, Agenda) (Council Sponsor: Council Members Kinnear and Mumm)

Carly Cortright

# NO FIRST READING ORDINANCES

# NO SPECIAL CONSIDERATIONS

# HEARINGS

# Motion to Approve Advance Agenda for March 8, 2021 (per Council Rule 2.1.2)

# **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, March 8, and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

# **ADJOURNMENT**

The March 8, 2021, Regular Legislative Session of the City Council is adjourned to March 15, 2021.

# NOTES

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	OPR 2021-0147
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	SOURCEWELL
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 19787
Agenda Item Name	4100 PURCHASE OF CATERPILLAR H120 HAMMER		

# **Agenda Wording**

Purchase of Caterpillar H120 Hammer and Accessories from Western States Equipment (Spokane, WA) for \$63,056.21 including tax.

# Summary (Background)

In 2020, this equipment was rented for roughly two months at a rate of \$4,320 per week in support of two projects. Additional projects are planned for 2021. Given that, the department recommends purchase rather than continued rental in order to ensure the product is available when needed and to invest the expenditure in an asset. Purchase is recommended from the area's licensed Caterpillar dealer in accordance with Sourcewell Contract #032119.

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GGS

# **Briefing Paper**

# Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services		
Subject:	Purchase of Caterpillar H120 Hammer		
Date:	3/1/2021		
Author (email & phone):	Loren Searl, Isearl@spokanecity.org, 625-7851		
City Council Sponsor:	President Breean Beggs		
Executive Sponsor:	Scott Simmons, Public Works Director		
Committee(s) Impacted:	PIES		
Type of Agenda item:	☑ Consent		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for this purchase is available in the Water Department capital budget.		
Strategic Initiative:	Sustainable Resources		
Deadline:	Product has an anticipated lead time of 1 – 2 months and is needed to support projects planned for Spring/Summer 2021.		
Outcome: (deliverables, delivery duties, milestones to meet)	This purchase supports timely procurement and dependable availability of equipment essential to known department projects.		
the department recommends p when needed and to invest the States Equipment as the area's	nsidering the planned and anticipated continued need for this product, urchase rather than continued rental to ensure the product is available expenditure in an asset. Purchase is recommended through Western licensed Caterpillar dealer and in accordance with Sourcewell Contract offered the City a 19% discount on the list price of the product.		
-	n States Equipment (Spokane, WA) for \$63,056.21 including tax al Sourcewell Contract #032119		
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: None Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: None Known challenges/barriers: No	re? ☐ Yes ☑ No Water Department Capital Budget ions/policy? ☑ Yes ☐ No erations/policy? ☐ Yes ☑ No		

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	OPR 2011-0330
		Renews #	
Submitting Dept	TREASURY SERVICES	Cross Ref #	
Contact Name/Phone	JAKE HENSLEY X6074	Project #	
Contact E-Mail	JAHENSLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item Requisition # CR22400		
Agenda Item Name	0410-DFAST (NBS GOV) ANNUAL LICENSING FEE AND MAINTENANCE		
	EXTENSION		

# Agenda Wording

DFast is the software used for local improvement district assessments and billing.

# Summary (Background)

This extension exceeds the \$130,000 Minor Contract limit (for the term of the contract). Cost of this year's renewal: \$12,232.61 Total contract amount: \$153,953.94

Lease? NO Gr	ant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Expense <b>\$</b> \$12,232.61		# 0410-30400-14230-5482	20-99999
Select <b>\$</b>		#	
Select <b>\$</b>		#	
Select <b>\$</b>		#	
Approvals		<b>Council Notification</b>	<u>s</u>
Dept Head	HUGHES, MICHELLE	Study Session\Other	F&A Committee 2-22-
			2021
<b>Division Director</b>		Council Sponsor	CM Wilkerson
<u>Finance</u>	BUSTOS, KIM	<b>Distribution List</b>	
<u>Legal</u>	ODLE, MARI	twallace@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jahensley@spokanecity.org	
Additional Approvals		ablain@spokanecity.org	
Purchasing		aduffey@spokanecity.org	
		treasuryaccounting@spokanecity.org	
		koliva@nbs.org	
		rkokot@spokanecity.org	

# Briefing Paper SUSTAINABLE RESOURCES COMMITTEE

<b>Division &amp; Department:</b>	Finance - Treasury	
Subject:	DFast (NBS Gov) Annual Licensing Fee and Maintenance Extension	
Date:	2/22/21	
Contact (email & phone):	jahensley@spokanecity.org; 625-6074 (Jake Hensley, Treasury Manager)	
City Council Sponsor:	Betsy Wilkerson	
Executive Sponsor:	Tonya Wallace	
Committee(s) Impacted:	Finance and Administration Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:		
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	License and extension applies to year 2021	
<ul> <li><u>Background/History:</u></li> <li>DFast is the software u</li> </ul>	used for local improvement district assessments and billing.	
<ul> <li>Executive Summary:</li> <li>This extension exceeds</li> <li>Cost of this year's rene</li> </ul>	s the \$130,000 Minor Contract limit (for the term of the contract). wal: \$12,232.61	
<u>Budget Impact:</u> Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: revenue	re? 📕 Yes 🔲 No 🛄 N/A	
Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: n/a Known challenges/barriers: n/a	ions/policy? Yes No N/A erations/policy? Yes No N/A	



32605 Temecula Parkway, Suite 100 Temecula, CA 92592 Toll free: 800.676.7516 (P) 951.296.1997

#### nbsgov.com

City of Spokane E mail invoices to Jacob Hensley jahensley@spokanecity.org

January 19, 2021	
Project No:	SPOKANE.DFAST
Invoice No:	1120000570

#### D-FAST 3

2020 Annual Licensing fee was \$11,045.11 + 1.7% CPI as (full year 2020 published rate for the Seattle, WA area) = \$11,232.88 for the 2021 Annual fee.

(License fees are subject to Sales and Use Tax)

Fee			11,232.88
Taxes			
Spokane Sales and Use	8.90 % of 11,232.88	999.73	
Total Taxes		999.73	999.73
	TOTAL THIS INVO	DICE	\$12,232.61

DETACH BEFORE POSTING



# **BUSINESS LICENSE**

Issue Date: Jun 19, 2020 Unified Business ID #: 602411904 Business ID #: 001 Location: 0001 Expires: Jul 31, 2021

NBS GOVERNMENT FINANCE GROUP NBS 32605 TEMECULA PKWY STE 100 TEMECULA, CA 92592-6838

UNEMPLOYMENT INSURANCE - ACTIVE TAX REGISTRATION - ACTIVE **INDUSTRIAL INSURANCE - ACTIVE** 

CITY ENDORSEMENTS: SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12041077BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES: N B S

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.

ACTIVE

likki Smith

Director, Department of Revenue

#### UBI: 602411904 001 0001

NBS GOVERNMENT FINANCE GROUP NBS 32605 TEMECULA PKWY STE 100 TEMECULA, CA 92592-6838 STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE -ACTIVE INDUSTRIAL INSURANCE - ACTIVE TAX REGISTRATION - ACTIVE SPOKANE GENERAL BUSINESS -NON-RESIDENT #T12041077BUS - Expires: Jul 31, 2021

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	OPR 2020-0744
		Renews #	
Submitting Dept	FIRE	Cross Ref #	ORD C36017
<b>Contact Name/Phone</b>	TOM WILLIAMS X7002	Project #	
<b>Contact E-Mail</b>	TMWILLIAMS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1970 DEPARTMENT OF ECOLOGY GRANT AMENDMENT FOR HAZMAT VEHICLE		
Agondo Wording	•		

# Agenda Wording

In 2021, an additional \$100,000 became available. The additional grant monies will allow us to purchase a dedicated HazMat equipment truck and other HazMat equipment. SFD expects to utilize 100% of the grant before it expires on 06/30/2021.

# Summary (Background)

In October 2020, the Fire Department received a \$85,000 grant (OPR 2020-0744) from the Dept of Ecology to acquire a dedicated hazmat equipment truck capable of storing SFD's hazmat response equipment. Currently, SFD stores hazmat equipment in a variety of locations, a practice solely based on the availability of space. With a dedicated hazmat equipment truck, SFD will be able to reduce the time to response by at least one third.

Lease?	NO Gi	rant related? YES	Public Works? NO				
<u>Fiscal I</u>	<u>mpact</u>		Budget Account				
Expense	<b>\$</b> 35,000		<b>#</b> 1970-93542-94000-5640	)4-99999			
Expense	<b>\$</b> 65,000		# 1970-93542-22200-5350	)2-99999			
Revenue	<b>\$</b> 100,000		# 1970-93542-99999-3343	31-99999			
Select	\$		#				
Approv	als		<b>Council Notification</b>	<u>S</u>			
Dept Hea	ad	SCHAEFFER, BRIAN	Study Session\Other	03/01/2021 PSCHC			
Division	Director	SCHAEFFER, BRIAN	Council Sponsor				
<b>Finance</b>		BUSTOS, KIM	Distribution List				
Legal		ODLE, MARI	kbustos@spokanecity.org				
For the Mayor		ORMSBY, MICHAEL	tmwilliams@spokanecity.org				
<u>Additio</u>	nal Approvals	<u>5</u>	joberg@spokanecity.org				
Purchas	ing		dstockdill@spokanecity.org	5			
<u>GRANTS,</u>		STOPHER, SALLY	drenner@spokanecity.org				
CONTR/							
PURCH/	ASING						
			rcmathews@spokanecity.c	org			

# Briefing Paper Public Safety and Community Health

Division & Department:	Fire		
Subject:	Department of Ecology SBO/Grant Amendment		
Date:	2/15/2021		
Contact (email & phone):	Brian Schaeffer (X7001), bschaeffer@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org		
City Council Sponsor:			
Executive Sponsor:	Brian Schaeffer		
Committee(s) Impacted:	Public Safety and Community Health Committee		
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget		
Strategic Initiative:	Safe and Healthy		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:	Approve SBO/grant amendment for \$100,000.		
<ul> <li>equipment. Currently, SFD stores hazmat equipment in a variety of locations, a practice solely based on the availability of space. With a dedicated hazmat equipment truck, SFD will be able to reduce the time to response by at least one third.</li> <li>In 2021, an additional \$100,000 became available. The additional grant monies will allow us to purchase a dedicated HazMat equipment truck without utilizing SIP loan budget as well as purchase additional HazMat equipment. SFD expects to utilize 100% of the grant funds before the grant expires on 06/30/2021.</li> </ul>			
Executive Summary: SBO/grant amendment for an additional \$100,000 from an existing Department of Ecology grant.			
Budget Impact:         Approved in current year budget?       Yes       No       N/A         Annual/Reoccurring expenditure?       Yes       No       N/A         If new, specify funding source:       Other budget impacts: (revenue generating, match requirements, etc.) No match required. Will need to budget in the future for on-going maintenance and support.         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:       United to the second secon			



# AMENDMENT NO. 1 TO AGREEMENT NO. SPPREG-2020-Spokan-00017 BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND SPOKANE CITY OF

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Spokane city of (RECIPIENT) for the City of Spokane Fire Department Spill Response Capacity Building (PROJECT).

This amendment increases funds to the amount originally awarded to Spokane city of. Budget was reduced in spring 2020 due to a projected revenue shortfall and a memorandum from OFM to cabinet agencies requesting they consider delaying expenditure of new funds in the 2020 supplemental budget.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 85,000.00 Amended: 185,000.00

Total Eligible Cost:

Original: 85,000.00 Amended: 185,000.00

#### **CHANGES TO THE BUDGET**

#### **Funding Distribution EG210004**

Funding Title:	City of Spokane Fir	e Department Spill Response Cap	
Funding Type:	Grant		
Funding Effective Date:	04/01/2020	Funding Expiration Date:	06/30/2021

Funding Source:

Title:	State Toxics Control Account
Туре:	State
Funding Source %:	100%
Description:	
Approved Indirect Costs Rate:	Approved State Indirect: 0%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to	match a federal grant? No

City of Spokane Fire Department Spill Response Cap	Tasl	k Total
Project Administration	\$	0.00
New Response Equipment Purchase	\$	185,000.00

Total: \$ 185,000.00

#### CHANGES TO SCOPE OF WORK

2

Task Number:

Task Cost: \$185,000.00

Task Title:New Response Equipment Purchase

#### Task Description:

A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

#### Task Goal Statement:

Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

#### Task Expected Outcome:

1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.

2. Properly store and maintain response equipment, tools, and supplies.

State of Washington Department of Ecology Spokane city of City of Spokane Fire Department Spill Response Capacity Building Project Agreement No. SPPREG-2020-Spokan-00017

# Recipient Task Coordinator: Rob Mathews

#### Deliverables

Number	Description	Due Date
2.1	Purchase approved, eligible equipment	06/30/2021
2.2	Schedule equipment inspection with Ecology	06/20/2021

# **Funding Distribution Summary**

# **Recipient / Ecology Share**

Funding Distribution Name	<b>Recipient Match %</b>	Recipient	t Share	Ecolo	ogy Share	Total
City of Spokane Fire Department Spill Response Cap	0 %	\$	0.00	\$	185,000.00	\$ 185,000.00
Total		\$	0.00	\$	185,000.00	\$ 185,000.00

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021	Clerk's File #	OPR 2021-0149	
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	MIKE PICCOLO 6237	Project #	
Contact E-Mail	Bid #		
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0320 - AGREEMENT WITH AVISTA TO E	BUILD ELECTRIC VEHI	CLE CHARGING
	STATIONS		

# Agenda Wording

Enables Avista to install the required equipment for electrical vehicle DC fast charging stations. Avista will be responsible for the installation and related costs as well as the cost of electricity for the stations.

# Summary (Background)

Avista has been working with the Library on the installation of electric vehicle DC charging installations on various sites as the Library progresses with its bond construction projects, including The Hive and the Liberty Park Branch, renovation of the Downtown Library, and renovation and expansion of the Shadle Branch and renovation of the South Hill Branch and Indian Trails Branch. The sites include land ownership by the City, Library and Parks, so all parties agreed to develop this agreement.

Lease?	NO Gi	rant related?	NO	Public Works?	NO	
<b>Fiscal</b>	Impact			Budget Acc	<u>ount</u>	
Neutral	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
<b>Approv</b>	als			Council Notifications		
Dept He	ad	MCCLATCHE	Y, BRIAN	Study Session	n\Other	PIES 2/22/21
<b>Divisior</b>	<u>Director</u>			Council Spon	<u>sor</u>	CM Burke, CP Beggs
Finance	<u>)</u>	BUSTOS, KIM		<b>Distribution</b>	List	
Legal		PICCOLO, MIKE		mpiccolo@spokanecity.org		
For the	<u>Mayor</u>	ORMSBY, MI	CHAEL			
Additional Approvals						
Purchasing						

# Briefing Paper PIES

Division & Department:	City Council		
Subject:         Master Site Agreement for Avista Electrical Vehicle DC Charging           Installation         Installation			
Date: February 22, 2021			
Contact (email & phone):	Mike Piccolo (mpiccolo@spokanecity.org/625-6237)		
City Council Sponsor:	Council Member Kate Burke		
Executive Sponsor:	Scott Simmons		
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)			
Background/History:			
Executive Summary: Avista and the Spokane Public Library have been working on the installation of electric vehicle DC charging installations on the various Library sites as the Library progresses with its bond construction projects. The project will include installation of charging stations during the new construction of The Hive and the Liberty Park Branch, renovation of the Downtown Library, and renovation and expansion of the Shadle Branch and renovation of the South Hill Branch and Indian Trails Branch. The various sites include a variety of land ownership by the City, the Library and Parks. To provide the greatest coordination with Avista, the parties agreed to develop a master agreement for all of the parties to sign. The agreement will enable Avista to install the required equipment for the installation of electrical vehicle DC fast charging stations. Avista will be responsible for the installation and related costs as well as the cost of electricity for the fast charging stations.			
Budget Impact: TOTAL COST: Approved in current year budget? Annual/Reoccurring expenditure? If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:			

### MASTER SITE AGREEMENT

## Avista Electric Vehicle DC Fast Charging Installations

Avista Contract No. R-\_\_\_\_\_

THIS SITE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_\_, 2021 ("Effective Date") between **Avista Corporation**, a Washington Corporation, whose address is 1411 E. Mission Avenue, Spokane, WA 99220 ("Avista"), and the **City of Spokane**, a Washington State Municipal Corporation, whose address is 808 W. Spokane Falls Blvd, Spokane, WA 99201 ("City"), the **Spokane Public Library**, a public library operating under Chapter 27.12 RCW, whose address is 906 W. Main Avenue, Spokane, WA 99201 ("Library") and the **City of Spokane Parks Board**, by and through the City of Spokane Parks and Recreation Division, whose address is 808 W. Spokane, WA 99201 ("Parks"), jointly referred to as "Host."

WHEREAS, Avista and Host agree to establish sites located on Host's property for the purpose of installing and providing access to Electric Vehicle Supply Equipment (EVSE), including DC fast charging EVSE, for Host's patrons and the general public, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, Avista and Host agree as follows:

#### **SECTION 1. DEFINITIONS**

"Electric Vehicle" or "EV" means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways.

"Electric Vehicle Supply Equipment" or "EVSE" means the installed device used to deliver electricity to an Electric Vehicle, meeting industry standards for charger connections, and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory.

## SECTION 2. EVSE INSTALLATION AND SIGNAGE

- a. Avista, through Avista's network of authorized third-party independent contractors and at Avista's expense, shall provide, install, own, maintain, repair or replace (collectively the "Work") the EVSEs on property owned by Host ("Sites"), per the Site Listing included with this agreement whereby parties may identify additional Sites by addenda to this Agreement as needed, including exhibits of respective property easements. The charging installations will include the EVSE and associated electric supply panels, meters, electrical conduit, wire, lines, cables and other equipment from the transformer to the EVSEs. Sites are designed to accommodate initial EVSE installation, and future low-cost additional EVSE installation, according to a site plan proposed by Avista and agreed to by Host prior to installation.
  - a. Initial EVSE installation will commence at a date and time to be specified by Avista and agreed to by Host.
  - b. Future additional EVSE installation may commence upon thirty (30) days written notice to Host from Avista.

- b. Avista and Host shall jointly designate the Sites on the Host's property and Host shall grant to Avista the access required to the EVSEs and all associated equipment from the transformer to the EVSEs pursuant to the form of Easement set forth in respective easements as indicated by the Site Listing.
- c. Avista shall clearly indicate on the Site the manner and means whereby a customer utilizing the EVSEs may contact Avista or other third party resources with any and all questions, comments or concerns they may have regarding the installation and operation of the EVSE.
- d. Avista, at its sole expense, shall post signage approved by Host indicating the EVSE parking stalls are available to the public. All other parking stalls not part of this Agreement and located in the vicinity of the EVSE Site shall remain for the exclusive use of Host's customers. Notwithstanding the foregoing, the Parties agree that Avista shall not be liable or found to be in breach of this Agreement if third parties park on Host's property and outside the EVSE parking stalls without the permission or authorization of Host.

# SECTION 3. HOST'S EVSE OBLIGATIONS

- a. Host shall comply with all applicable rules and regulations of federal, state and city regulatory agencies relating to the Site where the EVSE is located, including environmental requirements associated therewith.
- b. Host shall maintain the EVSE parking stalls, Host's parking lot, and the area surrounding the EVSE in accordance with its standard property management practices and will promptly notify Avista of any problems related to the EVSE. Host's maintenance responsibilities will include, but not limited to, snow and ice removal from the EVSE parking stalls, and regular garbage removal.

## SECTION 4. TERM

This Agreement will be effective on the Effective Date. The term of this Agreement (the "Term") shall commence on the Effective Dates and shall continue until the earlier of (1) the tenth (10<sup>th</sup>) anniversary of the date the local electrical inspector deems the installation of the EVSE satisfactory and in accordance with all codes; or (2) such time that the EVSE is removed by Avista from the Site; or (3) termination as provided under Section 5 of this Agreement.

## **SECTION 5. TERMINATION**

- a. This Agreement may be terminated by Host only for cause and not for convenience.
- b. Termination of the Agreement by Host for cause shall be made only after one hundred eighty (180) days' notice to Avista of breach of this Agreement and opportunity to cure. If Avista fails to cure the breach within one hundred eighty (180) days of receipt of notice of breach, this Agreement shall terminate.
- c. Avista may terminate for cause which shall be made only after one hundred eighty (180) days' notice to Host of breach of this Agreement and opportunity to cure. If Host fails to cure the breach within one hundred eighty (180) days of receipt of notice of breach, this Agreement shall terminate.
- d. Upon termination, Avista or Avista's authorized third-party independent contractor shall remove and take possession of the EVSE, not including removal of underground conduit and wire back to the source and shall return the site to its original condition.

# SECTION 6. TITLE TO EQUIPMENT AND DATA

Avista shall own and maintain title to the EVSE and associated equipment from the transformer to the EVSE at all times. Electricity will be separately metered and billed to Avista, not to the Host. The Hosts shall not make any alterations, changes or modifications to the EVSE. All rights, title and interest in the EVSE data and related information collected from the EVSE shall also immediately vest in Avista.

# SECTION 7. INSURANCE COVERAGE

- a. As of the Effective Date of this Agreement, each Party will procure and maintain in good standing for the Term of this Agreement, insurance limits as set forth below for claims against either Party involving bodily injury or property damage which may arise from or in connection with the exercise of the rights and privileges granted under this Agreement. These insurance limits may include a combination of self and commercial insurance, written on an occurrence basis.
- b. Host and Avista shall provide and maintain in full force and effect at no additional cost to either Party for the duration of the Agreement the following coverages: i) Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; and ii) Workers' compensation insurance as specified by state law.
- c. Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party to this agreement.

# SECTION 8. DISCLAIMER OF WARRANTY

AVISTA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES SHALL CONSTITUTE AVISTA'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO MEET AVISTA'S WARRANTY OBLIGATIONS, WHETHER ANY CLAIMS OF HOST ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

# SECTION 9. MISCELLANEOUS PROVISIONS

- a. <u>Compliance with Laws</u>. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans with Disabilities Act, as amended if Host is offering the EVSE to the general public.
- b. <u>Assignment</u>. This Agreement shall not be assigned except with the prior written consent of all parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.
- c. <u>Status of Parties</u>. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Avista and Host liable

#### SITE AGREEMENT - 3 of 7

as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

- d. <u>Severability</u>. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, Avista and Host shall substitute a provision by mutual agreement that preserves the original intent of the parties as closely as possible under applicable law.
- e. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Washington. Avista and Host expressly waive their rights to a trial by jury in any action brought hereunder.
- f. <u>Dispute Resolution</u>. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the Services performed pursuant to the Agreement, Host may call the Avista Representative listed in this Agreement during business hours Monday-Friday 8 a.m. to 5 p.m. If further follow-up is required, Host shall provide Avista with written notice explaining the dispute and associated documentation. Avista will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Host is dissatisfied with the resolution of the dispute, Host has the right to file an informal or formal complaint with the Washington Utilities and Transportation Commission by contacting the Consumer Affairs section of the Washington Utilities and Transportation Commission at 1-888-333-9882 or complete an online complaint form at <u>www.utc.wa.gov</u>. Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.
- g. <u>Public Communication</u>. Host agrees to cooperate with Avista in maintaining good community relations. Avista will issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics). Host shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Avista.
- h. <u>Non-waiver</u>. Avista's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Avista's waiver of any breach hereunder shall not thereafter waive any of Avista rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Avista in writing.
- i. <u>Merger</u>. This Agreement, together with the relevant easements, embodies the entire agreement between Avista and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the parties in writing and signed by their authorized agents.
- j. <u>Consent</u>. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing Avista to release and share Host's information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the Work with Avista's authorized third-party independent contractors, in order for the authorized third-party independent contractors to install and maintain the EVSE.

#### SECTION 10. NOTICES

Any written notices required or permitted to be given by one Party to the other under this Agreement or by law shall be sufficiently given if delivered in person or sent by certified mail to the following address:

#### **Avista Corporation**

Attn: Rendall Farley 1411 East Mission Avenue, MSC-15 Spokane, Washington 99220 <u>Rendall.farley@avistacorp.com</u> 509-495-2823

#### **Spokane Public Library**

Attn: Andrew Chance 906 W Main Avenue Spokane, WA 99201 achanse@spokanelibrary.org 509-444-5305

# City of Spokane

Attn: Scott Simmons

W. 808 Spokane Falls Blvd Spokane, WA 99201 smsimmons@spokanecity.org 509-625-6584

### **Parks and Recreation Division**

Attn: Garrett Jones W 808 Spokane Falls Blvd Spokane, WA 99201 gjones@spokanecity.org 509-363-5462

Either Party may change the above contact information by providing written notice of such change.

IN WITNESS WHEREOF, the parties execute this Agreement by their signature or the signature of their authorized agents as of the date first above written.

Host	Avista
CITY OF SPOKANE	AVISTA CORPORATION
BY:	BY:
NAME: Nadine Woodward	NAME: Kevin Christie
TITLE: <u>Mayor</u>	TITLE: Executive Vice President
DATE:	DATE:

Host	Host
SPOKANE PUBLIC LIBRARY	CITY OF SPOKANE PARKS AND RECREATION DIVISION
BY:	BY:
NAME: Andrew Chance	NAME: Garrett Jones
TITLE: Executive Director	TITLE: Director
DATE:	DATE:

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

# SITE LISTING

for Avista Electric Vehicle DC Fast Charging Installations, Master Site Agreement Avista Contract No. R-\_\_\_\_\_

Respective Property Easement documents and exhibits with duly authorized and signed grantors for the Sites are listed below for reference, which may be added over time as agreed to by all authorized parties and subject to this Master Site Agreement.

Site #	Description	Avista Easement Document No.	Parcel #
1	The HIVE		35222.0809
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	OPR 2015-0559
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
	MANAGEMENT		
<b>Contact Name/Phone</b>	LARS HENDRON 7929	Project #	
Contact E-Mail	LHENDRON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	ICM-NLT OAC SVCS AMENDMENT #2		

# **Agenda Wording**

Contract Amendment with OAC Services, Inc. (Spokane) to audit construction contract for Next Level of Treatment project at RPWRF - \$253,634.00. Total contract not to exceed \$433,104.00. Increase administrative reserve by \$25,363.00 (10%).

# Summary (Background)

Construction of the Next Level of Treatment (NLT) project at RPWRF has been underway about five years, using the Heavy Civil GC/CM construction procedure. RCW 39.10.350 requires the City to conduct at least one independent audit of this GC/CM project. This audit will confirm proper accrual and establish the price of the Close-out Change Order upon project completion this summer.

Lease? NO G	rant related? NO	Public Works? YES		
Fiscal Impact		Budget Account		
Neutral \$ 253,634.00		<b>#</b> 4250-43387-94350-56501-14323		
Neutral <b>\$</b> 25,363.00		<b>#</b> Admin Reserve:4250-43387-94350-56501-14323		
Select <b>\$</b> #				
Select <b>\$</b>		#		
Approvals		Council Notifications		
Dept Head	MILLER, KATHERINE E	Study Session\Other	PIES 2/22/2021	
<b>Division Director</b>	SIMMONS, SCOTT M.	Council Sponsor	Breann Beggs	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List		
Legal	ODLE, MARI	Imoon@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	kkeck@spokanecity.org		
Additional Approvals		Ihendron@spokanecity.org		
Purchasing		smsimmons@spokanecity.org		
		modle@spokanecity.org		
rgennett@spoka		rgennett@spokanecity.org	)kanecity.org	
		kemiller@spokanecity.org		

# **Briefing Paper**

# Public Infrastructure, Environment and Sustainability

Division & Department:Public Works – Wastewater/Riverside Park Water Reclamation FacilitySubject:Amendment #2 with OAC Services, Inc. of Spokane WA for auditin relating to close-out of the Heavy Civil GC/CM construction contra for the Next Level of Treatment (NLT) project at RPWRF.Date:22 Feb 2021Contact (email & phone):Lars Hendron (Ihendron@spokanecity.org, 509-625-7929City Council Sponsor:Briann BeggsExecutive Sponsor:ConsentDiscussionStrategic InitiativeAlignment:ConsentDiscussionStrategic Initiative:This audit of the GC/CM construction contract for NLT will reconfit	-				
relating to close-out of the Heavy Civil GC/CM construction contra for the Next Level of Treatment (NLT) project at RPWRF.Date:22 Feb 2021Contact (email & phone):Lars Hendron ( <u>lhendron@spokanecity.org</u> , 509-625-7929City Council Sponsor:Briann BeggsExecutive Sponsor:PIESType of Agenda item:ConsentDiscussionAlignment:Comprehensive Plan / Wastewater Facility Plan	-				
for the Next Level of Treatment (NLT) project at RPWRF.Date:22 Feb 2021Contact (email & phone):Lars Hendron ( <u>lhendron@spokanecity.org</u> , 509-625-7929City Council Sponsor:Briann BeggsExecutive Sponsor:Image: Consent Consent Consent Consent Consent Consent Consent Comprehensive Plan / Wastewater Facility PlanAlignment:Comprehensive Plan / Wastewater Facility Plan	ct				
Date:22 Feb 2021Contact (email & phone):Lars Hendron ( <u>lhendron@spokanecity.org</u> , 509-625-7929City Council Sponsor:Briann BeggsExecutive Sponsor:PIESCommittee(s) Impacted:PIESType of Agenda item:ConsentDiscussionAlignment:Comprehensive Plan / Wastewater Facility Plan					
Contact (email & phone):Lars Hendron ( <u>lhendron@spokanecity.org</u> , 509-625-7929City Council Sponsor:Briann BeggsExecutive Sponsor:PIESCommittee(s) Impacted:PIESType of Agenda item:ConsentDiscussionAlignment:Comprehensive Plan / Wastewater Facility Plan					
City Council Sponsor:       Briann Beggs         Executive Sponsor:       PIES         Committee(s) Impacted:       PIES         Type of Agenda item:       Consent       Discussion       Strategic Initiative         Alignment:       Comprehensive Plan / Wastewater Facility Plan					
Executive Sponsor:       PIES         Committee(s) Impacted:       PIES         Type of Agenda item:       Consent       Discussion       Strategic Initiative         Alignment:       Comprehensive Plan / Wastewater Facility Plan					
Committee(s) Impacted:       PIES         Type of Agenda item:       Consent       Discussion       Strategic Initiative         Alignment:       Comprehensive Plan / Wastewater Facility Plan	Briann Beggs				
Type of Agenda item:ConsentDiscussionStrategic InitiativeAlignment:Comprehensive Plan / Wastewater Facility Plan					
Alignment:     Comprehensive Plan / Wastewater Facility Plan					
Strategic Initiative: This audit of the GC/CM construction contract for NLT will reconfi					
proper accrual of costs and establish the final close-out change or price for Final Acceptance, anticipated in the third quarter of 2021	This audit of the GC/CM construction contract for NLT will reconfirm proper accrual of costs and establish the final close-out change order price for Final Acceptance, anticipated in the third quarter of 2021.				
Deadline: N/A					
Outcome: (deliverables, Conduct audits(s) relating to close-out of the NLT GC/CM construct	tion				
delivery duties, milestones to contract. meet)					
Background/History: Construction of the Next Level of Treatment (NLT) project at RPWRF has been	n				
underway about five years, using the Heavy Civil General Contractor / Construction Manager (GC/					
construction procedure. RCW 39.10.350 requires the City to conduct at least one independent au	lit				
of this GC/CM project. For such a large contract, the City's NLT GC/CM Consultant, OAC Services, I	٦C.,				
recommended both an early and a final audit. OAC conducted the initial audit in 2017, a year into					
construction, to confirm proper accrual of costs. This final audit will reconfirm proper accrual at the					
stage and establish the price of the Close-out Change Order upon project completion this summer					
Executive Summary:					
Construction of the Next Level of Treatment is scheduled for completion this summer					
Heavy Civil GC/CM project delivery requires the City to conduct an independent audit					
<ul> <li>For this large NLT project, OAC recommended both an initial and a final audit</li> <li>OAC performed the initial audit in 2017</li> </ul>					
<ul> <li>OAC performed the initial audit in 2017</li> <li>This final audit will reconfirm cost accrual and establish Close-Out Change Order price</li> </ul>					
<ul> <li>Funding for OAC's effort is from Sewer Rates and provided for in the NLT Program budget</li> </ul>					
<ul> <li>A Management Reserve of 10% is requested</li> </ul>					
• A Management Reserve of 10% is requested					
Budget Impact:					
TOTAL COST:					
Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A					
If new, specify funding source: 4250-43387-94350-56501-14323/Sewer Rates					
Other budget impacts: (revenue generating, match requirements, etc.)					
Operations Impact:					
Consistent with current operations/policy?					
Requires change in current operations/policy?					
Specify changes required:					
Known challenges/barriers:					

City Clerk's No. OPR 2015-0559



# City of Spokane

# **CONTRACT AMENDMENT/EXTENSION**

Title: Amendment #2 of GC/CM Consulting Services for NLT Project

THIS CONTRACT AMENDMENT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and OAC CONSULTING, whose address is 1717 S. Rustle St., Suite 105, Spokane WA 99224, 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 SCOPE OF ORIGINAL CONTRACT; and

WHEREAS, additional work and time to perform has been requested;

-- Now, Therefore, the parties agree as follows:

1. <u>CONTRACT DOCUMENTS</u>. The original Contract dated May 18, 2015, any previous amendments 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. <u>EFFECTIVE DATE</u>. This Contract Amendment/Extension shall become effective on March 9<sup>th</sup>, 2021.

**3.** <u>ADDITIONAL WORK</u>. The Scope of Work of the original Contract is amended to add the following:

The scope of work in the Original Contract is revised to include all work identified in the attached scope of services documents referenced in the attached Exhibits

OAC Audit Services Proposal.

**4. <u>EXTENSION</u>**. The contract documents are hereby extended and shall run through December 31, 2021.
5. <u>COMPENSATION</u>. The City shall pay Consultant a maximum amount not to exceed TWO HUNDRED FIFTY THREE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND NO CENTS/100 DOLLARS,/100 DOLLARS, (\$253,634.00) for everything furnished and done under this Contract Amendment/Extension.

OAC SERVICES	CITY OF SPOKANE:
By:(signature)	By:(signature)
Print Name: Jeff Jurgensen	Print Name:
Title: Sr. Vice President	Title:
Date:01/11/2021	Date:
Email:jjurgensen@oacsvcs.com	

ATTEST:	APPROVED:
City Clerk	Assistant City Attorney
	л. А

# Attachments that are part of this Contract Extension:

OAC Services Audit Proposal dated December 31, 2020



December 31, 2020

Lars Hendron NLT Program Director City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201

Subj: Riverside Park Water Treatment Facility, Next Level Treatment Project—Audit Proposal —

Dear Lars:

As you requested, this letter serves as OAC's proposal for PCC to perform the Audits on the NLT project as required in RCW 39.10 for the use of the Heavy Civil GC/CM project delivery method.

OAC currently has approximately \$20,000 left on current contract of approximately \$180,000. I am anticipating many meetings with the team to discuss the findings and work through the items. Below is the request of costs associated with the additional fees of the audit.

PCC fees -	\$229,834
PCC reimbursables estimate -	\$10,000
OAC additional time -	\$10,000
B&O Tax reimbursement -	\$3,800

**Total additional funds requests would be \$253,634** to be billed as outlined in the original agreement. It will be hourly not to exceed and funds not utilized in the commission of the audits would be returned to the City of Spokane.

Thank you

Jeff Jurgensen Sr. Vice President, OAC Services

PACIFIC CONSTRUCTION CONSULTANTS

17530 NE Union Hill Road, Suite 200 Redmond, WA 98052

Bus. (425) 641-4400 Fax (425) 641-4447

Mr. Jeff Jurgensen Sr. Vice President, Principal OAC Services, Inc. 905 W. Riverside Ave, Suite 510 Spokane, WA 99201 October 7, 2020

Re: Proposal for Construction Audit Services - Riverside Water Reclamation Facility Project

Dear Mr. Jurgenson:

In accordance with your request, enclosed herewith is our proposal for construction audit services for the City of Spokane Riverside Water Reclamation Facility Project.

Our proposal consists of:

### Section I Scope of Work

This section describes the scope of services we are proposing for the Riverside Water Reclamation Facility Project, including an audit kickoff meeting, interim audits, pre-close audits, and final cost reconciliation services.

### Section II Cost Proposal

In this section we provide hourly billing rates as well as our not-to-exceed fee estimate to perform the scope of services as defined in Section I.

If I can provide further information, please do not hesitate to call me at (425) 641-4400 or email me at jonc@pacific-consultants.com.

Sincerely yours,

Pacific Construction Consultants www.pacific-consultants.com

- Conley

Jon Conley Principal

Pacific Construction Consultants • 17530 NE Union Hill Road, Suite 200, Redmond, WA 98052 • (425) 641-4400

## SECTION I SCOPE AND PROCEDURES

We understand that the City of Spokane has entered into a GCCM agreement estimated to be approximately \$192.4 million with MWHC Constructors (MWHC) for the Riverside Water Reclamation Facility.

Our proposed scope of services includes:

- Audit Kickoff
- 2020 Interim Contract Cost Audits
- 2021 Pre-close Contract Cost Audits with Final Cost Reconciliation services

### A. AUDIT KICKOFF:

The audit kickoff will include a review of the contract for the GCCM general contractor prior to an online meeting. PCC will meet on-line with the Project Manager, Cost Managers, and all contractors to be audited to review cost reimbursement terms, audit process and substantiation requirements.

### **B. INTERIM AND PRE-CLOSE CONTRACT COST AUDITS:**

The audit procedures PCC will follow in executing the interim and pre-close audit scope of work are described below.

Based on our review of the GCCM agreement we will develop procedures to assure that costs have been charged according to the terms of the executed GCCM agreement. We expect our procedures will include testing of Negotiated Support Services and verifying that Specified General Conditions and Fixed Price Subcontracts have been charged according to executed contract terms. We anticipate that testing the cost charged to the Riverside Water Reclamation Facility project will include the following:

### Labor:

Pacific Consultants will select a sample both craft and staff labor costs charged to the project by the contractor. For field labor, we will confirm labor costs are supported by time sheets; and, if applicable, will match union classification with actual base wages paid; and will confirm whether contractor's billing rates are reflective of actual cost incurred. For administrative and staff labor, if the contract calls for actual cost we will confirm actual salaries for those employees included in our sample. In so far as possible, verify the appropriateness of all hours charged to the project by contractor personnel. Tie sample base wages back to cancelled checks or direct deposit evidence for both craft and staff labor. If staff labor is to be reimbursed at agreed upon rates we will test rates charged against rates per the contract.

### Labor Burden:

As appropriate, we will request supporting documentation for the labor burden elements used to markup bare labor and will confirm that these costs accurately approximate the contractor's actual incurred cost. These costs include fringe benefits, insurance, and payroll related state and federal taxes. Should the contractor use estimated burden rates, we will confirm that the estimated rate build up closely approximates actual cost and is correctly applied.

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### Materials:

We will audit supplier invoices for materials on a sampled basis and verify charged costs for materials were properly supported by cost supporting documentation and vendors' invoices were for this project. We will verify that all cash and trade discounts have been credited to the Owner, if specified by contract. We will select samples of materials invoices and tie the samples back to cancelled checks. If the contract requires the GMP contractor to fully substantiate their actual costs, Pacific Construction Consultants will review 100% of materials invoices. If full and complete substantiation is not required by contract, we will audit these costs consistent with our audit budget.

#### Subcontracts:

Fixed price subcontracts will be tested to assure that the cost charged do not exceed the value of the executed contracts including any executed change orders. Testing will also be performed to determine if costs related to fixed price subcontracts have been direct charged by the general contractor.

### **Other Direct Costs and Markups:**

Direct costs such as contractor owned equipment rentals, cell phones, materials from stock, travel, graphics, reproduction, and any home office costs will be reviewed for appropriateness and conformance with the contract or industry standard job cost practices.

### Indirect Costs and Markups:

Pacific Consultants will verify General Liability Insurance markup, B&O Tax markup, and any other indirect cost or markup for compliance to the terms of the agreement or to generally accepted industry practice.

### C. SCHEDULE:

Audit kickoff services will be performed on the date(s) scheduled by the City of Spokane's representatives. The interim and pre-close audits will each begin upon receipt of a notice-to-proceed from City of Spokane's representatives.

### **D. DELIVERABLES:**

Our deliverable will be written reports summarizing the work performed and the results of each audit. If exceptions are found in our review and prior to a written report, Pacific Construction Consultants will meet with the City of Spokane's representatives to review the issues. If needed, we will also meet with MWHC and the City of Spokane's representatives in a second meeting. Our objective is to resolve all issues before a report is written in so far as possible. We meet this objective in roughly 75% of cases.

### E. FINAL COST RECONCILIATION:

Our clients find a final cost reconciliation to be especially helpful in verification of final actual cost incurred. This work will be performed upon receipt of the preliminary final billing from MWHC. The objective of this work will be the final reconciliation between the progress billings and the actual costs substantiated per the GMP contract agreement.

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Subjects, which we anticipate would be addressed, include:

- Incentive Fees earned if applicable.
- Credits for resolved audit issues.
- Credits for scrap materials.
- Credits for salvage value of tools, equipment and materials.
- Credits for cash and trade discounts if applicable.
- Final Fee including Fee on change orders and change order work not subject to Fee.
- Final application of markups for:
  - o General Liability Insurance
  - B&O Taxes

As well as any other subjects that might be applicable based on the specific contract agreement.

# SECTION II COST PROPOSAL CITY OF SPOKANE RIVERSIDE WATER RECLAMATION FACILITY PROJECT

Date:

10/7/2020

		Pacific				
		Consultants				Total
Contractor Scope	Costs to Audit	Scope	РС	C Estimate	E	stimate
Audit Kickoff			\$	500	\$	500
Interim Audit 2020 - MWHC Constru	uctors					
Preconstruction	\$ 2,985,898	Audit	\$	11,228		
GMP 2	\$ 12,202,838	Audit	\$	14,991		
GMP 3	\$ 17,602,941	Audit	\$	21,524		
GMP 4	\$ 41,155,161	Audit	\$	32,109		
GMP 5	\$ 11,030,468	Audit	\$	14,991		
GMP 6	\$ 24,490,167	Audit	\$	22,600		
GMP 7	\$ 53,662,649	Audit	\$	36,115		
	Subtotal \$ 163,130,122		\$ \$	153,558	\$	153,558
Final Audit/Final Reconciliation 202	21 - MWHC Constructors					
Preconstruction	\$ 3,073,774	Audit/FR	\$	7,500		
GMP 2	\$ 12,195,782	Audit/FR	\$	7,500		
GMP 3	\$ 24,814,682	Audit/FR	\$	15,441		
GMP 4	\$ 42,506,734	Audit/FR	\$	7,500		
GMP 5	\$ 11,742,180	Audit/FR	\$	7,500		
GMP 6	\$ 24,951,356	Audit/FR	\$	7,500		
GMP 7	\$ 73,337,549	Audit/FR	\$	22,835		
	Subtotal \$ 192,622,057		\$	75,776	\$	75,776

**RIVERSIDE WATER RECLAMATION FACILITY PROJECT** 

## PACIFIC CONSTRUCTION CONSULTANTS STANDARD BILLING POLICY

The following are standard billing rates that we will use on this project.

### Labor:

The billing rate for direct charge labor:

0			
	<u>2020</u>	<u>2021</u>	<u>2022</u>
Principal	\$167	\$171	\$174
Associate	\$142	\$145	\$148
Sr. Staff Auditor	\$127	\$130	\$132
Staff Auditor	\$117	\$120	\$122
Clerical	\$51	\$52	\$53

### Non-Labor:

Non-labor expenses incurred in performance of the services shall be reimbursed at actual cost or at unit prices as follows:

- Mileage reimbursed at the current IRS standard mileage rate
- Parking at actual cost
- Air travel at actual coach class cost .
- Hotel and meals at actual cost .

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	OPR 2015-0183
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
	MANAGEMENT		
<b>Contact Name/Phone</b>	LARS HENDRON 7929	Project #	
Contact E-Mail	LHENDRON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	ICM-NLT CH2M HILL AMENDMENTS #21-#25		

# Agenda Wording

Contract Amendments with CH2M Hill (Jacobs) Engineering, Inc., (Spokane) for engineering services for Next Level of Treatment at RPWRF - \$571,333.00. Total contract not to exceed \$25,723,348.96. Increase administrative reserve by \$38,524.00 (6.7%).

# <u>Summary (Background)</u>

CH2M Hill (Jacobs) provides engineering services, and Services During Construction for the Next Level of Treatment program. The construction contract includes a year-long Monitored Test Period to verify performance and optimize operation. Amendments 21 through 25 to the CH2M Hill contract extend Services During Construction to match the contractor's schedule to completion in 2021, and provide engineering services relating to the Monitored Test Period through Spring, 2022.

Lease?	NO Gr	ant related?	NO	Public Works?	YES	
Fiscal	Fiscal Impact Budget Account					
Expense	<b>\$</b> 571,333.00			<b>#</b> 4250-43387-9	94350-5650	)1-14323
Expense	<b>\$</b> 38,524.00			# Admin Reserv	/e:4250-43	387-94350-56501-14323
Select	\$			#		
Select	\$			#		
Approv	als			Council Not	ification	<u>S</u>
Dept He	ad	MILLER, KAT	HERINE E	Study Session	n\Other	PIES 2/22/2021
Division	on Director SIMMONS, SCOTT M.		COTT M.	Council Spon	<u>sor</u>	Breann Beggs
Finance ALBIN-MOORE, ANGELA		RE, ANGELA	<b>Distribution</b>	Distribution List		
Legal		ODLE, MARI		lmoon@spokan	ecity.org	
For the	<u>Mayor</u>	ORMSBY, MI	CHAEL	kkeck@spokane	city.org	
<u>Additio</u>	onal Approvals	<u>5</u>		lhendron@spok	anecity.org	5
Purchas	sing			smsimmons@sp	okanecity.	org
				modle@spokanecity.org		
				rgennett@spoka	anecity.org	
				kemiller@spoka	necity.org	

# **Briefing Paper**

# Public Infrastructure, Environment and Sustainability

	ructure, Environment and Sustainability				
Division & Department:	& Department:     Public Works – Wastewater/Riverside Park Water Reclamation     Facility				
Subject:	Amendments 21-25 to contract with CH2M Hill (Jacobs) Engineering,				
	Inc., of Spokane, WA for professional services supporting the Next				
	Level of Treatment (NLT) at RPWRF.				
Date:	22 Feb 2021				
Contact (email & phone):	Lars Hendron ( <u>lhendron@spokanecity.org</u> , 509-625-7929				
City Council Sponsor:	Breann Beggs				
Executive Sponsor:	Scott Simmons				
Committee(s) Impacted:	PIES				
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative				
Alignment:	Comprehensive Plan / Wastewater Facility Plan				
Strategic Initiative:	Cleaner River Faster				
Deadline:	N/A				
Outcome: (deliverables,	Duration of Services During Construction to match NLT Contractor's				
delivery duties, milestones to	schedule, and services related to the year-long Monitored Test Period				
meet)	ending in Spring 2022.				
Background/History: CH2M H	II (Jacobs) provides design and process control services, and Services				
During Construction for the Ne	xt Level of Treatment program. The need for these amendments is				
two-fold. First, the constructio	n contract was extended 2-3 years ago to accommodate Value				
Engineering design revisions ar	d unanticipated plant-wide process control upgrades (a.k.a. SCADA).				
	r (membrane supplier) for the year-long Monitored Test Period (MTP)				
	ning, but the CH2M Hill services needed to support it were unknown				
	e NLT process identified during the MTP will involve pilot testing,				
	ng a treatment process model, and on-call engineering support for				
	needed. Amendments 21 through 25 to the CH2M Hill contract extend				
Services During Construction to match the contractor's schedule to completion, and provide services relating to the MTP through Spring, 2022.					
	ring, 2022.				
Executive Summary:	(00) output ded to motion the Contractor's final completion date				
<ul> <li>Services During Construction (QC) extended to match the Contractor's final completion date</li> <li>Preparing the Pilot Test Unit to support NLT optimization during the Monitored Test Period</li> </ul>					
<ul> <li>Preparing the Pilot Test Unit to support NLT optimization during the Monitored Test Period</li> <li>Customizing and installing the Papilos<sup>IM</sup> process model to appear NLT operation 8 training</li> </ul>					
• Customizing and installing the Replica <sup>™</sup> process model to enhance NLT operation & training					
	opport for process and process control during the MTP, as needed				
-	credit from CH2M Hill regarding the 2019 IMCO arbitration				
. ,	al \$571,333, "not to exceed"				
	istrative Reserve on Amendments 21, 22, and 23 (\$38,523) Rates and provided for in the NLT hudget				
Budget Impact:	Rates and provided for in the NLT budget				
TOTAL COST:					
Approved in current year budget? Yes No N/A					
Approved in current year budget? The res $\square$ No $\square$ N/A					
If new, specify funding source: 4250-43387-94350-56501-14323/Sewer Rates					
	e generating, match requirements, etc.)				
Operations Impact:					
Consistent with current operat	ions/policy? Yes 🔲 No 🔲 N/A				
Requires change in current ope	rations/policy? Yes No N/A				
Specify changes required:					
Known challonges/harriers					

Known challenges/barriers:

City Clerk's No. OPR 2015-0183



## City of Spokane

## **CONTRACT AMENDMENT**

### Title: Amendments #21-#25 Next Level of Treatment (NLT) Program

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and CH2M Hill ENGINEERS, INC., 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 parties entered into a Contract wherein the **CONSULTANT** agreed to provide for the City DESIGN AND SERVICES DURING CONSTRUCTION FOR THE NEXT LEVEL OF TREATMENT PROGRAM AT THE RIVERSIDE STATE PARK WATER TREAT-MENT FACILITY; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

WHEREAS, the City and Consultant negotiated a Settlement Agreement (see Attachment B) and the \$125,000 credit, rather than being deducted from invoices in 2020, will partly offset the cost of the work identified in Attachment C; and

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

### 1. CONTRACT DOCUMENTS.

The Contract, dated March 28, 2014, 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 March 9, 2021.

### 3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

The scope of work in the Original Contract is revised to include all the work identified in Attachment C.

### 4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED SEVENTY ONE THOU-SAND THREE HUNDRED THIRTY-THREE AND NO/100 DOLLARS** (\$571,333.00) for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

### 5. DEBARMENT AND SUSPENSION.

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

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.

CH2M Hill ENGINEERS, INC.

**CITY OF SPOKANE** 

Ву		Ву	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Title		Title	
Attest:		Approved as to form:	
City Clerk		Assistant City Attorney	

### Attachments that are part of this Agreement:

Attachment A – Certificate of Debarment Attachment B – Credit

Attachment C – Amended Scope of Work

21-601

### ATTACHMENT A

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

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;
- Have not within a three-year period preceding this contract been convicted or had a civil judgment b. 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;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, C. state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and.
- Have not within a three-year period preceding this contract had one or more public transactions (fedd. eral, 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.
- 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.
- I understand that a false statement of this certification may be grounds for termination of the contract. 4.

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

1.,

# ATTACHMENT B

### SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement"), is entered into on this <sup>21st</sup> day of January, 2020 ("Effective Date"), by and between THE CITY OF SPOKANE ("City"), and CH2M Hill, Inc. ("CH2M") (collectively, "Parties").

### I. RECITALS

A. On or about November 10, 2008, Spokane City Council approved a consulting contract with CH2M, whereby CH2M would provide professional services for Phase II of a capital improvement program at Riverside Park Wastewater Reclamation Facility.

B. During the course of the construction of Phase II, Package C – construction of Silo Digester 3 ("Package C"), a dispute arose between the general contractor for Package C, IMCO General Construction Inc. ("IMCO"), and the City, which included allegations concerning CH2M.

C. On May 16, 2018, the City and CH2M entered a Joint Defense Agreement for the purpose of cooperating in the City's defense against IMCO's claims and prosecution of the City's claims against IMCO.

D. CH2M assisted the City in its defense of IMCO's claims, incurring costs of approximately \$150,000.00.

E. The dispute between the City and IMCO was resolved through arbitration, resulting in a net award to IMCO.

F. The Joint Defense Agreement reserved the parties' rights to pursue claims against each other, relating to the IMCO arbitration.

G. The Parties desire to settle and resolve, fully and finally, all claims, causes of action and defenses relating to the IMCO claims and arbitration, referenced above.

H. The Parties therefore enter into this Agreement to compromise and settle any and all disputes or issues arising out of or related to the IMCO Claims.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the Parties agree as follows:

### II. AGREEMENT

1. <u>Incorporation of Recitals</u>. The Parties incorporate the above Recitals as part of their Agreement as if fully restated herein.

2. Payment Amount. Within sixty (60) days following the execution of this Agreement, CH2M shall pay to the City Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Payment Obligation"), and shall issue to the City a credit in the amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) against amounts due to CH2M under the contract between the parties for the Next Level of Treatment at the Riverside Park Water Reclamation Facility ("Credit") as follows: CH2M will reduce amounts invoiced in April 2020 by \$42,000, CH2M will reduce amounts invoiced in May 2020 by \$42,000, and CH2M will reduce amounts invoiced in June 2020 by \$41,000. The amount of the Credit applied to each invoice will be clearly identified in each invoice as a portion of the Credit due under this Agreement. The Payment Obligation shall be made via check payable to the City Attorney for the City of Spokane, Michael O. Ormsby.

3. <u>Denial of Liability</u>. This Agreement expresses the full and complete settlement of any and all claims between the Parties relating to the IMCO claims and arbitration. Liability for such claims is expressly denied by the City and by CH2M herein.

4. <u>Mutual Release</u>. In consideration of this Agreement, and the provisions set forth herein, the City and CH2M hereby release, remise, acquit, and forever discharge the other, including all of the City and CH2M's current or former officers, directors, shareholders, partners, members, managers, owners, trustees, administrators, agents, attorneys, accountants, insurers, representatives, employees, parent corporations, subsidiaries, affiliates, partners, successors, heirs and assigns from all liability for damages incurred as a result of the IMCO claims and arbitration, including any and all past, present and future claims, demands, actions, suits, damages, losses, liabilities, and causes of action, known or unknown, fixed or contingent which arose, occurred or accrued prior to the Effective Date of this Agreement. All such individuals and related entities are expressly and specifically covered by this provision.

5. <u>Binding Agreement</u>. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective representatives, agents and/or employees, heirs, successors, and assigns.

6. <u>No Payment of Attorney's Fees</u>. The Parties assume the responsibility for the payment of their own fees, costs, or expenses incurred in the negotiation and preparation of this Agreement and any related documents.

7. <u>No Waiver</u>. No failure or delay by the Parties in exercising any right, power or remedy under this Agreement in any manner will operate as a waiver thereof or preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy under this Agreement.

8. <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions of the Agreement, and this Agreement must be enforced in all respects as if the invalid or unenforceable provisions were omitted, subject to the following provision. If any particular provision of this Agreement is held by an arbitrator or court of competent

jurisdiction to be unreasonable, unlawful, or otherwise unenforceable, such provision will be modified to the extent necessary for such provision to be legally enforceable to the fullest extent permitted by applicable law.

9. <u>Modification of Agreement</u>. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except by full performance or a written instrument signed by the Parties.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all other agreements either oral or written between the Parties relating to the subject matter of this Agreement. The terms of this Agreement are contractual and not merely recital. The Parties further declare and represent that no promise, inducement, or agreement not herein expressed has been made by and between the Parties.

11. <u>Authority</u>. Each person signing this Agreement on behalf of a party represents that he or she is authorized to do so, with full authority to bind that party to the terms and conditions of this Agreement.

12. <u>Further Execution</u>. Each person signing this Agreement agrees to execute any and all documents necessary to implement the provisions of this Agreement.

13. <u>Preparation of Agreement</u>. This Agreement has been freely and voluntarily negotiated between the Parties. Neither party will be deemed the "drafter" for contract interpretation purposes. Each party has had this Agreement reviewed by legal counsel, and each party knowingly and voluntarily enters into this Agreement freely and without any coercion of any kind.

14. Governing Law; Venue; Jurisdiction; Attorney's Fees. The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement, without giving effect to its conflicts of law principles. If any dispute or lawsuit arises out of or under this Agreement, including, without limitation, any dispute or lawsuit involving the interpretation, performance, or enforcement of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, which includes all fees and costs incurred pre-lawsuit, pre-trial, trial, and through any appeal. It is expressly understood and agreed that any award of attorneys' fees and costs under this provision relates only to a dispute or lawsuit which arises out of or under this Agreement, including a dispute or lawsuit involving the interpretation, performance, or enforcement of this Agreement. Jurisdiction and venue for any proceeding arising out of or relating to this Agreement shall be brought and maintained in the state or federal courts in Spokane County, Washington, exclusively, and the courts to which an appeal therefrom may be taken. Notwithstanding the foregoing, any party obtaining an order or judgment in any of the above-referenced courts may bring an action in a court in another jurisdiction in order to enforce such order or judgment.

15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together constitute one instrument. Photocopy or facsimile copies of an executed version of this Agreement may be treated as an original.

16. <u>Advice of Legal Counsel</u>. By signing this Agreement, the Parties acknowledge that they have sought legal advice concerning the terms of this Agreement.

17. <u>Assumption of Risk of Differences in Fact</u>. Other than the representations and warranties made herein, the Parties each acknowledge that if the facts with respect to which this Agreement is executed, are found hereafter to be different from what they now believe those facts to be, each expressly accepts and assumes the risk of such possible differences and agrees that this Agreement shall be, and shall remain, effective, notwithstanding such differences.

18. <u>Headings</u>. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

19. <u>Acknowledgment</u> EACH PERSON WHO SIGNS THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE: HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT AND ITS FINAL AND BINDING EFFECT; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS AGREEMENT WITH ADVISORS OR ATTORNEYS OF HIS OR HER CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS AGREEMENT; IS FULLY COMPETENT TO MANAGE HIS OR HER OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS AGREEMENT; HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY AND VOLUNTARILY; AND THAT THE ONLY PROMISES MADE TO INDUCE HIM OR HER TO SIGN THIS AGREEMENT AND RELEASE ARE THOSE STATED HEREIN.

This Agreement is entered into as of the Effective Date.

The City of Spokane

By: Woodward

Its: Mayor Date: March

CH2M Hill, Inc.

By:

Its: Eva Wood, Vice President Date: April 13, 2020

## ATTACHMENT C

Amendment #21 – Pilot Room Planning	and Design	\$127,982.00
Amendment #22 – OA/QC Support Sche		\$154,293.00
Amendment #23 – Replica™ Operator T	raining Scope	\$102,961.00
Amendment #24 – Process Control On-	Call Services	\$228,327.00
Amendment #25 – SCADA Support On-	Call Services	\$ 82,770.00
Credit on Amendment #21		(\$125,000.00)
	TOTAL	\$571,333.00

### AMENDMENT 21 to EXHIBIT A

## **CITY OF SPOKANE**

## **RIVERSIDE PARK WATER RECLAMATION FACILITY**

# NEXT LEVEL OF TREATMENT PROJECT (CITY CONTRACT OPR #2015-0183)

#### BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. (CH2M). CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility (MFTF) Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

This document is Amendment #21 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

The City used a multi-step procurement approach to select a supplier for the membrane filtration system which is the core of the MFTF. This included selecting two potential Membrane System Suppliers from responses to a publicly-advertised request for qualifications (RFQ). The RFQ included a description of how side-by-side pilot testing would be used to develop conceptual designs of the MFTF to be evaluated as part of the selection process. In the 15-month pilot test, both membrane systems operated downstream of tertiary chemical treatment processes designed by CH2M. The pilot testing was performed using design and operating parameters proposed for the full-scale facility. Pilot test results were used as the basis of proposals for supply of equipment and services from each prospective Membrane System Supplier. The proposals included warranted projections of energy and chemical consumption for the MFTF based on the pilot performance.

A multi-criteria analysis performed by the City was used to select Pall Water for supply of equipment and services to support the MFTF. Pall's scope of services for design, construction, and commissioning of the system were novated to the JV for delivery under GMP X. Equipment and membrane module warranties included in the Pall proposal will be novated back to the City from the JV upon acceptance of GMP3. Pall's warranted chemical and energy consumption are to be evaluated through a 12-month Monitored Test Period commencing upon acceptance of GMP3.

### **BASIS OF AMENDMENT:**

A permanent pilot system is being provided as part of the MFTF. The pilot system will be housed in a dedicated room on the west side of the main floor of the MFTF. The pilot room will house dual pilot trains set up to permit side-by-side testing of membrane filtration cleaning protocols, different

pretreatment strategies, and new membrane technologies as well as conducting regular process monitoring analysis. The permanent pilot system will be substantially similar to the pilot system used during the membrane procurement phase of the NLT project, with the exception that each of the two pilot treatment trains will support a separate Pall pilot skid provided by Pall Corporation, instead of membrane filtration skids from two different vendors. The pilot room also houses some counter space, sample piping, and analyzers associated with the disinfection system which will be constructed, commissioned, and operated independently of the work described herein.

Installation of the Pall pilot skids is included in the JV scope of work. Installation of pilot feed pumps (to be procured) and piping terminating in the pilot room is to be provided by the JV as part of the facility construction.

# **STATEMENT OF WORK**

The purpose of this scope is to provide the design and construction of the pilot room to assist the City with commissioning during the construction phase for the Spokane NLT Phase 2 Project (PROJECT). The dual-train pilot system may be used to help substantiate energy and chemical consumption projections for the full-scale membrane system as warranted by Pall. It may also be used to substantiate alternative pretreatment and/or membrane system design and operating parameters to optimize chemical or power consumption under current operating conditions. The pilot system may also be used to substantiate a basis of design or operating parameters for future plant loads (i.e., higher flow rates).

# Task 1: Pilot Room Planning and Design

### Task 1.1 – Design

Jacobs staff will prepare a design of the permanent pilot system for review and approval by the City, including:

- An updated P&ID for the overall pilot system
- General arrangement drawing for the pretreatment systems
- An electrical one-line drawing for the overall pilot system
- Annotated details for any construction elements to be performed by others, for example equipment pads, pipe supports, etc.
- A bill of materials for the pretreatment system and interface with the Pall pilot skids and source water work provided by the JV. The bill of materials will include equipment, piping, valves, instruments, and wiring. Suppliers and price quotations will be included in the Bill of Materials.
- Includes 1 three-day site trip

### Task 1.2 – Procurement

Jacobs staff will procure the supplies identified in the approved Bill of Materials.

Includes 1 three-day site trip

### Task 1.3 – Construction

Jacobs staff will coordinate installation of the pretreatment system, with interfaces to work provided by the JV coordinated as necessary. The Jacobs level of effort associated with this task assumes assistance by general laborers to facilitate basic piping and mechanical work. This may be provided by City staff, city-contracted subcontractors, or JV staff. Any electrical terminations will be provided by a licensed electrician, using City Staff, City-contracted electrical subcontractors, or JV staff. Any work required to interface with the Pall pilot skids will be coordinated with Pall prior to execution. A 1-year parts and labor warranty on the items provided and installed by Jacobs shall be provided.

Includes 4 three-day site trips

### Task 1.4 – Commissioning

Commissioning of the pilot system will include functional testing of the pretreatment system and membrane skids, and development of basic operating protocols and sampling/analysis plans. Commissioning of the Pall pilot systems will be coordinated with Pall staff, and any support from Pall is understood to be included in their existing equipment supply contract.

• Includes 2 three-day site trips

## **SCHEDULE**

The duration is expected to commence in January 2021 and run through April 2021, consistent with the current Baseline Schedule and subsequent updates developed by the GCCM and approved by the City.

### **COMPENSATION SCHEDULE**

Total compensation for this scope is \$127,982.

### City of Spokane

NLT Project Amendment 21 - Pilot Room

Level of Effort and Budget

	CH2M Labor	CH2M Labor	CH2M Expense	Total Task	
Task	Hours	Cost	Cost	Amount	
Task 1 - Pilot Room Planning and Design	388	\$ 83,192	\$ 37,053	\$ 120,245	
Fixed Fee (9.3%)				\$ 7,737	
TOTALS	388	\$ 83,192	\$ 37,053	\$ 127,982	

This Change Order Work is hereby proposed to be executed under Contract No. OPR 2015-0183 on a Cost plus fixed fee basis.

### AMENDMENT 22 to EXHIBIT A

## **CITY OF SPOKANE**

## **RIVERSIDE PARK WATER RECLAMATION FACILITY**

# NEXT LEVEL OF TREATMENT PROJECT (CITY CONTRACT OPR #2015-0183)

### BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. (CH2M). CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

This document is Amendment #22 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

### BASIS OF AMENDMENT:

The current scope of work includes QA/QC support through November 2020. This task will add funds for QA/QC support to continue through August 2021, the current end date for startup and commissioning.

## STATEMENT OF WORK

The purpose of this scope is to provide commissioning and startup QA/QC support during the construction phase for the Spokane NLT Phase 2 Project (PROJECT).

# Task 1: QA/QC Support Schedule Extension

This task adds up to 1,440 hours for QA/QC Support and 24 hours of Project Management time based on change of construction completion schedule from December 2020 to August 2021.

## SCHEDULE

The duration is expected to commence in December 2020 and run through August 2021, consistent with the current Baseline Schedule and subsequent updates developed by the GCCM and approved by the City.

### **COMPENSATION SCHEDULE**

Total compensation for this scope is \$154,293.

# City of Spokane

NLT Project Amendment 22 QA/QC Support

Level of Effort and Budget

	CH2M	CH2M	СН2	M	Total
	Labor	Labor	Expe	nse	Task
Task	Hours	Cost	Cos	it	Amount
Task 1 - QA/QC Support schedule extension	1464	\$ 141,165	\$	<u>1</u> 2	\$ 141,165
Fixed Fee (9.3% x total labor)					\$ 13,128
TOTALS	1464	\$ 141,165	\$		\$ 154,293

This Change Order Work is hereby proposed to be executed under Contract No. OPR 2015-0183 on a Cost plus fixed fee basis.

### AMENDMENT 23 to EXHIBIT A

## **CITY OF SPOKANE**

## **RIVERSIDE PARK WATER RECLAMATION FACILITY**

# NEXT LEVEL OF TREATMENT PROJECT (CITY CONTRACT OPR #2015-0183)

#### BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. (CH2M). CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

This document is Amendment #23 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

#### **BASIS OF AMENDMENT:**

To provide the RPWRF Operations staff with a tool for training for the whole plant.

## **STATEMENT OF WORK**

# Task 1: Replica<sup>®</sup> Operator Training Scope

As part of a previous task, CH2M-Jacobs used its dynamic simulation software Replica<sup>™</sup> to model the Spokane Riverside Park Reclamation Facility NTL Phase 2 project from the Secondary Clarifiers up to and including the Outfall. The development of the model focused on the Pall Corporation Microfiltration System. This scope of work provides a description of the proposed tasks to continue advancing and utilizing this model as an operator training tool that provides operators the opportunity to experience the interaction between the membrane system and the plant. A budget for each task accompanies this scope of work.

#### Task 1.1 – Planning & Coordination

Internal planning and coordination are required to develop the Spokane operator training tool that connects the plant's new SCADA screens to the Replica model.

### Task 1.2 – Operator Model Configuration

The operator will interact with the actual SCADA screens for operator training utilizing system feedback from the Replica dynamic simulation model. Therefore, the Replica model will be connected to the factory tested PLC code and SCADA graphics.

The Replica team will connect the existing model to the PLC code and SCADA graphics in this task. It includes the configuration of the model to communicate with the PLC code, as well as coordination between the modelling team and the system integrator. During this phase the system integrator will provide an unlocked copy of all microfiltration PLC code that is set up to bypass all physical inputs/outputs (IO), an IO list of the points to be connected to the Replica model, and live troubleshooting of PLC code when running with the Replica model. The operator training model will include the hydraulics and controls of the NLT2 Phase 2 project from the Secondary Clarifiers up to and including the Chlorine Contact Basin.

#### Task 1.3 – Operator Model Workshop

An operator model workshop will be conducted via Microsoft Teams. The purpose of this workshop is to present and demo the operator training tool to the owner, start-up team and operations lead. The group will select operator training scenarios in this workshop and coordinate details for Task 4 – Operator Training. The training scenarios selected will vary in complexity. For example, a typical day diurnal flow training scenario can be used by new entry level operators to gain familiarity with the SCADA screens, as well as begin to understand the interaction between the membrane system and the plant. A storm flow training session can be used by more experienced operators to gain experience operating the system at peak capacity. A failure training scenario (pump failure, loss of communications, or loss of power) can be used by experienced operators to practice abnormal operations. The specific training scenarios will be selected during this workshop.

### Task 1.4 – Operator Training

First, the training scenarios identified in the Operator Model Workshop task will be created within the dynamic simulation environment. Then, the operator training will be performed using the membrane system SCADA screens. The dynamic simulation model will run in the background to pass data to and from the actual PLC logic. The operator will interact only with the SCADA screens, as if they were operating the real system.

One operator training workstation will be configured. One ExtendSim RunTime license will be installed on an existing workstation. Existing Rockwell Studio5000, RSLinx and FactoryTalk licenses will be utilized for the operator training tool.

Four workshops, 2-4 hours each, will be conducted on site to help the new users become comfortable with the training tool. The training sessions will increase in complexity. Operator training can be filmed so that additional operators can take the training in the future, if needed. The model will be provided to the Spokane operations team in Run-Time format. This allows the user to run simulations, change setpoints, vary flows to the system, but does not let the user change the structure of the model. The operator training will provide valuable hands on training operating the new Pall membrane filtration system and experiencing its interaction with the other plant systems.

## SCHEDULE

The duration is expected to commence in January 2021 and run through July 2021, consistent with the current Baseline Schedule and subsequent updates developed by the GCCM and approved by the City. The schedule assumes timely support of the Pall Corporation system integrator to provide an unlocked copy of all microfiltration PLC code that is set up to bypass all physical inputs/outputs (IO), an IO list of the points to be connected to the Replica model, and live troubleshooting of PLC code when running with the Replica model.

### COMPENSATION SCHEDULE

Total compensation for this scope is \$102,961.

### City of Spokane

NLT Project Amendment 23 REPLICA Training Tool Level of Effort and Budget

	CH2M Labor	CH2M Labor	E	CH2M Expense	Total Task
Task	Hours	Cost		Cost	Amount
Task 1.1 - Planning and Coordination	70	\$ 10,867			\$ 10,867
Task 1.2 - Operator Model Configuration	335	\$ 38,468	\$	1,760	\$ 40,228
Task 1.3 - Operator Model Workshop	74	\$ 10,184			\$ 10,184
Task 1.4 - Operator Training	246	\$ 29,393	\$	4,020	\$ 33,413
Fixed Fee (9.3% x total labor)					\$ 8,269
TOTALS	725	\$ 88,912	\$	5,780	\$ 102,961

This Change Order Work is hereby proposed to be executed under Contract No. OPR 2015-0183 on a Cost plus fixed fee basis.

### AMENDMENT 24 to EXHIBIT A

## **CITY OF SPOKANE**

## **RIVERSIDE PARK WATER RECLAMATION FACILITY**

# NEXT LEVEL OF TREATMENT PROJECT (CITY CONTRACT OPR #2015-0183)

### BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. (CH2M). CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

This document is Amendment #24 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

#### **BASIS OF AMENDMENT:**

The current scope of work includes on call services for both SCADA and Commissioning Support during the first year of operations. This task will add funds for this task through March of 2022, one year from the end date for startup and commissioning.

## **STATEMENT OF WORK**

The purpose of this scope is to provide commissioning and startup QA/QC support during the construction phase for the Spokane NLT Phase 2 Project (PROJECT).

# **Task 1: Process Control Support On-Call Services**

On-call process control support services will be initiated by the City of Spokane to address both immediate and long term needs with Jacobs with respect to the Riverside Park WRF NLT related treatment processes. 30 trips to Spokane will be scheduled. The level of effort of 724 hours equates to an average of 29 hours per week with more activity anticipated in the first 3-4 months of operation. Activities may include engineering support for operations, equipment and system troubleshooting (remote and on-site), performance verification, follow-on training, additional O&M Manual support, support of the City's SOP Development, inspections, and design support. Prior to implementation of any suggested solutions, City of Spokane staff will verify and approve of the solution.

# SCHEDULE

The duration is expected to commence in April 2021 and run through March 2022, consistent with the current Baseline Schedule and subsequent updates developed by the GCCM and approved by the City.

COMPENSATION SCHEDULE

Total compensation for this scope is \$228,327.

## **City of Spokane**

NLT Project Amendment 24 Process Control Support On-Call Services

Level of Effort and Budget

Task	CH2M Labor Hours	CH2M Labor Cost	CH2M Expense Cost	Total Task Amount
Task 1 - Operational On Call Services	724	\$ 154,005	\$ 60,000	\$ 214,005
Fixed Fee (9.3% x total labor)				\$ 14,322
TOTALS	724	\$ 154,005	\$ 60,000	\$ 228,327

This Change Order Work is hereby proposed to be executed under Contract No. OPR 2015-0183 on a Cost plus fixed fee basis.

### AMENDMENT 25 to EXHIBIT A

## **CITY OF SPOKANE**

## **RIVERSIDE PARK WATER RECLAMATION FACILITY**

# NEXT LEVEL OF TREATMENT PROJECT (CITY CONTRACT OPR #2015-0183)

### BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. (CH2M). CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

This document is Amendment #25 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

### BASIS OF AMENDMENT:

The current scope of work includes on-call SCADA support services during the first year of operations. This task will add funds for this task through March of 2022, one year from the end date for startup and commissioning.

## **STATEMENT OF WORK**

The purpose of this scope is to provide on-call SCADA support during the construction phase for the Spokane NLT Phase 2 Project (PROJECT).

# **Task 1: SCADA Support On-Call Services**

On-call SCADA services will be initiated by the City of Spokane to address both immediate and long term needs with Jacobs with respect to the Riverside Park WRF control system. This task includes on-call support services as identified and prioritized by the City, covering troubleshooting and repair in response to system issues. Services will be provided by local staff and/or by remote support. Expenses and labor for travel to address major failures are also covered. Materials costs will be borne by the City.

a. LABOR ALLOWANCE: Jacobs will provide qualified SCADA support services on an as-needed basis. The allowance for labor is \$69,000.

b. TRAVEL ALLOWANCE: This allowance is intended to cover travel costs for remote support staff, as needed. The allowance for travel is \$8,000.

c. Jacobs will provide on-call support during regular business hours, defined as Monday through Friday from 9 a.m. to 5 p.m. Response times shall be in accordance with the following schedule:

- For High Severity Issues where the SCADA application is not functional:
  - Response within 30 minutes
  - Resolution within 4 hours
- For Medium to Low Severity Issues where the SCADA application is functional and end users have a workaround:
  - Response within 1 hour
  - Resolution within 24 hours
- For requests for application configuration changes not related to a break\fix:
  - Response within 3 days
  - Resolution is variable based upon the size and scope of the request

d. Jacobs will provide a Support Manager who will serve as the City's primary point of contact. The Support Manager will be supported by a qualified team to respond and resolve issues within the required response times.

On-call services will mainly be focused on modification to the following software packages:

- RS Logix Studio software
- FactoryTalk View software
- FactoryTalk Historian software
- AssetCentre software

### ASSUMPTIONS

It is assumed that the consultant's troubleshooter will be able to work remotely.

## SCHEDULE

The duration is expected to commence in April 2021 and run through March 2022, consistent with the current Baseline Schedule and subsequent updates developed by the GCCM and approved by the City.

### **COMPENSATION SCHEDULE**

Total compensation for this scope is \$82,770.

## NLT Project Amendment 25 SCADA Support On-Call Services

Level of Effort and Budget

	CH2M Labor	CH2M Labor	CH2M xpense		Total Task
Task	Hours	Cost	Cost	Amount	
Task 1 - SCADA On Call Services	480	\$ 68,408	\$ 8,000	\$	76,408
Fixed Fee (9.3% x total labor)				\$	6,362
TOTALS	480	\$ 68,408	\$ 8,000	\$	82,770

This Change Order Work is hereby proposed to be executed under Contract No. OPR 2015-0183 on a Cost plus fixed fee basis.

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	OPR 2019-0314
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	RES 2019-0032
	SERVICES		
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR22369
Agenda Item Name	5300 ORACLE 2021 LICENSES AND SUP	PORT	

# Agenda Wording

Contract for Oracle license support with Oracle America, Inc to include Update Subscription Services and Right to use Oracle licenses for the City of Spokane. This is a 1yr contract from 4/21/21 - 4/20/22 for \$207,462.82 including tax.

# <u>Summary (Background)</u>

Oracle's PeopleSoft Human Capital Management is the application used by the City for Benefits, Payroll and Time & Labor. In addition, Oracle's database structure is used by Utility Billing's Customer Star application. It is imperative to the City that the functionality of the database structure and the HCM application is stable and consistent. 2020 contracted amount \$199,483.50 including tax.

Lease? NO	Grant related? NO	Public Works? NO		
Fiscal Impact		<b>Budget Account</b>		
Expense <b>\$</b> 207,462.8	2	<b>#</b> 5300-73300-18850-54820		
Select <b>\$</b>		#		
Select <b>\$</b>		#		
Select <b>\$</b>		#		
Approvals		<b>Council Notification</b>	IS	
Dept Head	SLOON, MICHAEL	Study Session\Other	Finance Committee	
			02/22/2021	
<b>Division Director</b>	FINCH, ERIC	Council Sponsor		
<u>Finance</u>	BUSTOS, KIM	Distribution List		
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org		
<b>Additional Approva</b>	als	Legal - modle@spokanecity.org		
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org		
		IT - itadmin@spokanecity.org		
		Tax & Licenses		
		Oracle - sue.miller@oracle.com		

# **Briefing Paper**

# Finance and Administration Committee

Division & Department:	Innovation and Technology Services Division				
Subject:	Oracle's PeopleSoft and Database Annual Software Maintenance and				
	Support				
Date:	February 22, 2021				
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468				
City Council Sponsor:					
Executive Sponsor:	Eric Finch and Michael Sloon				
Committee(s) Impacted:	Finance and Administration Committee				
Type of Agenda item:	Consent Discussion Strategic Initiative				
<b>Alignment</b> : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Oracle Annual Software Maintenance and Support Utilizing Budget Account #5300 73300 18850 54820				
Strategic Initiative:	Sustainable Resources				
Deadline:	April 20, 2021				
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation for Oracle Ongoing annual maintenance and support for PeopleSoft HCM and Cstar database.				
Background/History:					
	he City's PeopleSoft Human Capital Management (HCM) System and s utilized by various City Departments. Oracle Software was selected				

Cstar Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. This contract includes software assurance for PeopleSoft Software. 2020 contracted amount was \$199,483.50 including tax.

### Executive Summary:

- Contract with Oracle America, Inc. for Annual Software Maintenance and Support of the City's PeopleSoft HCM system and Oracle Databases.
- Requesting \$207,462.82 including tax for the renewal of this contract. Per Kathleen Mesch, North America Premier Support Advisor, the City is subject to Oracle's annual Inflationary Adjustment Rate which is 4%.
- Term is April 21, 2021 April 20, 2022

Budget Impact:
Approved in current year budget? 📕 Yes 🦳 No
Annual/Reoccurring expenditure? 🗖 Yes 📙 No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact:
Consistent with current operations/policy? 🛛 🗖 Yes 🔲 No
Requires change in current operations/policy? 🛛 🔲 Yes 📄 No
Specify changes required:
Known challenges/barriers:



# City of Spokane

# **CONTRACT RENEWAL**

# Title: ORACLE ANNUAL LICENSE, SUPPORT AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ORACLE AMERICA, INC.,** whose address is PO Box 203448, Dallas, Texas 75320-3448, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Oracle License Support to include Updated Subscription Services and Right to Use Oracle Licenses. Oracle's PeopleSoft and Database Annual Software Maintenance and Support for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.

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

## 1. CONTRACT DOCUMENTS.

The original Contract dated April 29, 2019 and May 1, 2019, any subsequent 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. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

## 2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 21, 2021, and run through April 20, 2022.

## 3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED SEVEN THOUSAND FOUR HUNDRED SIXTY-TWO AND 82/100 (\$207,462.82)**, including tax, for everything furnished and done under this Contract Renewal in accordance with the attached Renewal Order dated February 4, 2021. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the
City, memorialized with the same formality as the original Contract and this Renewal document.

### 4. DEBARMENT AND SUSPENSION.

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

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.

### ORACLE AMERICA, INC.

## **CITY OF SPOKANE**

By Signature Date	By Signature Date
Type or Print Name	Nadine Woodward
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

### Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment Oracle's Renewal Order dated February 4, 2021

21-026

### ATTACHMENT 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.

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

## ORACLE

4-Feb-21

Dear peggy lund

A support service renewal is expired or about to expire.

The technical support services for support service number 4656540 will expire, or have expired on 20-Apr-21.

Renewing these services is easy. Just click the Quick Checkout button below and complete your renewal online. Once your renewal is completed, the new Support Period for these services will begin on the start date listed for this renewal in your My Support Renewals account and will be provided through the end date as shown for this renewal in your My Support Renewals account. A renewal order containing all of the information about your renewal is also attached for your reference. So that there is no interruption in these services, please complete your renewal on or before 22-Mar-21. You can see and manage all of your support service renewals anytime on My Support Renewals by clicking the Manage Your Renewals button below.

Quick Checkout

Manage Your Renewals

To log into My Support Renewals, you will need your username and password:

Your Oracle.com username is: **KLUND@SPOKANECITY.ORG** New Customer? Forgot your password? <u>Reset.</u>

If you are unable to complete your renewal on My Support Renewals, you can complete your renewal by following the instructions in the attached renewal order. So that there is no interruption in these services, please complete your renewal on or before 22-Mar-21. If applicable, the attached renewal order may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

Have a question? Call 1-888-545-4577, Chat on My Support Renewals, or Request Assistance.

## ORACLE

### TECHNICAL SUPPORT SERVICES RENEWAL ORDER

### GENERAL INFORMATION

OFFER EXPIRATIO	N	ORACLE: Oracle America, Inc.		
Support Service Number:	4656540	Oracle Contact Information: Oracle Premier Support Renewal Center		
Offer Expires:	20-Apr-21	Call: Chat: <u>Renewals</u> Request Assistanc	1-888-545-4577 Chat on My Support e: Click to Request Assistance	
CUSTOMER: CITY (	OF SPOKANE			
CUSTOMER QUOTE TO		CUSTOMER BILL TO		
Account Contact:	peggy lund	Account Contact:	Peggy Lund	
Account Name:	CITY OF SPOKANE	Account Name:	CITY OF SPOKANE	
Address:	808 W Spokane Falls Blvd	Address:	ITSD	
	Spokane WA 99201 United States		808 W Spokane Falls Blvd SPOKANE WA 99201 United States	
Telephone:	509 6256954	Telephone:	509625-6954	
Fax:		Fax:		
E-mail:	klund@spokanecity.org	E-mail:	klund@spokanecity.org	

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please take a minute to make sure the email information entered above is correct. Your email address is particularly important because Oracle may email You certain notices about technical support services. If You need to make any changes to the Customer information above, You can either login to your My Support Renewals account and select "Update Quote to Information" to edit Your "Quote To" information and You can edit Your "Bill To" information at check out. Alternatively, this information can be updated by providing Your current information along with Your support service number 4656540, to Oracle per the General Information section above.

### SERVICE DETAILS

Program Technical Suppor Service Level: Software	t Services Update Li	cense &	& Support				
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	3863575	4		FULL USE	21-Apr-21	20-Apr-22	40,308.74
Expansion - Reported Budget Perpetual	17569302	482		FULL USE	21-Apr-21	20-Apr-22	0.00
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	14,397.57
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	17,785.24
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	2,032.60
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	31,335.90
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	38,111.23
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	14,397.57
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	12,703.74
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-21	20-Apr-22	18,632.15
Micro Focus Visual COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program)	17660375	1		FULL USE	21-Apr-21	20-Apr-22	802.90
			Program 7	Fechnical S	upport Fee	es: USD	190,507.64

Total Price: USD 190,507.64

Plus applicable tax

### **NOTES**

• If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table

Page 3 of 8

for the applicable programs and/ or hardware ("Support Period").

• If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

### TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SPOKANE represents that Customer has authorized CITY OF SPOKANE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. CITY OF SPOKANE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SPOKANE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of CITY OF SPOKANE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store " covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services.

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-848173 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

### **RENEWAL PROCESSING DETAILS**

### Please renew the technical support services on this renewal order on My Support Renewals.

If You are unable to renew using My Support Renewals, You can renew using the options below. Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF SPOKANE is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, credit card, or other acceptable form of payment.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on My Support Renewals.

## Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

### PAYMENT DETAILS

### Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4656540
- Total Price:

4656540 USD 190,507.64 (excluding applicable tax)

- Local Tax, if applicable

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### **Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

### Check

If You are submitting a check for the payment of the renewal of the technical support services on this

Page 6 of 8

renewal order, the check must include the following information:

- Support Service Number: 4656540
  - USD 190,507.64 (excluding applicable tax)
- Local Tax, if applicable

Total Price:

In issuing a check, CITY OF SPOKANE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services renewed under this renewal order. No terms attached or submitted with the check will apply.

Checks for technical support services renewed under this renewal order should be sent to:

Checks for technical support services renewed under this renewal order should be sent to:

### AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc PO Box 44471 San Francisco, CA 94144-4471

### All Other States:

Oracle America, Inc PO Box 203448 Dallas, TX 75320-3448

### Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

\_\_\_\_ CITY OF SPOKANE does not issue purchase orders.

\_\_\_\_\_ CITY OF SPOKANE does not require a purchase order for the services ordered hereto.

CITY OF SPOKANE certifies that the information provided above is accurate and complies with CITY OF SPOKANE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation will apply.

The signature below affirms CITY OF SPOKANE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

CITY OF SPOKANE

Authorized Signature

Name

Title

Page 7 of 8

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

## Washington State Department of Revenue

### < Business Lookup

License Inform	ation:	New search Back to results
Entity name:	ORACLE AMERICA, INC.	
Business name:	ORACLE AMERICA, INC.	
Entity type:	Profit Corporation	
UBI #:	601-091-507	
Business ID:	001	
Location ID:	0002	
Location:	Active	
Location address:	411 108TH AVE NE STE 900 BELLEVUE WA 98004-8419	
Mailing address:	PO BOX 5200 BELMONT CA 94002-5200	
Excise tax and reseller	permit status: Click here	
Secretary of State stat	us: Click here	
Endorsements		
Endorsements held at t	nis I- License # Count Details Status	Expiration da First issuance
Bellingham General Business	021260 Active	Feb-10-1997
Burien General Busines Non-Resident	s - 07575 Active	Sep-30-2021 Mar-23-2009
Longview General Business - Non-Reside	585176 Active	Sep-30-2021 Sep-15-2010
Olympia General Busin - Non-Resident	ess 1947 Active	Sep-30-2021 Sep-27-2010
Spokane General Business - Non-Reside	T12068092BUS Active	Sep-30-2021 Oct-15-2012
	~	

Governing people	Title	
CATZ, SAFRA		
DALEY, DORIAN		
HIGGINS, BRIAN S		
HILBRICH, GREGORY		
Registered Trade Nam	es	
Registered trade names	Status	First issued
ORACLE AMERICA, INC.	Active	Nov-12-2010
	View A	dditional Locations
	The Business Lookup informatior 4:30:58 PM	is updated nightly. Search date and time: 2/1/2021

**Contact us** 

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A				ICATE OF LIAE					07/30	(MM/DD/YYYY) 0/2020
C B R	HIS CERTIFICATE IS ISSUED AS ERTIFICATE DOES NOT AFFIRM ELOW. THIS CERTIFICATE OF EPRESENTATIVE OR PRODUCER MPORTANT: If the certificate hold	ATIVELY INSURAN , AND TH		NEGATIVELY AMEND, I DOES NOT CONSTITUTI ERTIFICATE HOLDER.	EXTEN	ONTRACT E	ER THE CON BETWEEN T	AL INSURED provision	(S), Al	e endorsed.
If	SUBROGATION IS WAIVED, sub	ect to the	ter	ms and conditions of the	polic	y, certain po	olicies may r	equire an endorsement	. As	tatement on
	his certificate does not confer right	ts to the o	erti		CONTAC	orsement(s)				
PRO	MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITI				NAME: PHONE (A/C, No, E-MAIL	Ext):		FAX (A/C, No):		
	CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111			-	ADDRES			DING COVERAGE		NAIC #
CN1	01765515-STND-GAWU-20-21			-	INSURE		ion Fire Ins Co P			19445
	ORACLE CORPORATION			F			onal Casualty Cor	р.		15105
	ORACLE AMERICA, INC. 500 ORACLE PARKWAY			F	INSURE					1000
	REDWOOD CITY, CA 94065			F	INSURE					
					INSURE	RF:				1
co	VERAGES	CERTIFIC	ATE	NUMBER:		003280847-50		REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLI NDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SI	Y REQUIRE		NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	DF AN	THE POLICIE	S DESCRIBE			
		ADDL S	UBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	s	
A	X COMMERCIAL GENERAL LIABILITY			GL1728969		08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) MED EXP (Any one person)	\$	25,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	-						GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:	-		CA4594403 (AOS)		08/01/2020	08/01/2021	COMBINED SINGLE LIMIT	\$	1,000,000
A				CA4594403 (AOS) CA4594402 (MA)		08/01/2020	08/01/2021	(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
	X ANY AUTO							BODILY INJURY (Per accident	\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR					25		EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-	MADE						AGGREGATE	\$	
В	DED RETENTION \$			LDM0500082 (AOS)		04/01/2020	04/01/2021	X PER OTH- STATUTE ER	1	
В	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	Y/N		PS0500081 (WI)		04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N N/A						E.L. DISEASE - EA EMPLOYE	E \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DE	SCRIPTION OF OPERATIONS / LOCATIONS /	/EHICLES (A	COR	D 101, Additional Remarks Schedu	le, may b	e attached if mo	re space is requi	red)		
	ERTIFICATE HOLDER				CAN	CELLATION	1			
	CITY OF SPOKANE ATTN: JOAN HAMILTON, OPERATION 808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201-3344	S MANAGER			SHO THE ACO	DULD ANY OF E EXPIRATIO CORDANCE W	THE ABOVE I IN DATE TH ITH THE POLI	DESCRIBED POLICIES BE IEREOF, NOTICE WILL CY PROVISIONS.	CANCE BE D	LLED BEFORE DELIVERED IN
					of Mar	RIZED REPRES	ance Services			
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SPOKANE Agenda Sheet	Date Rec'd	2/24/2021	
03/08/2021	Clerk's File #	OPR 2015-0013	
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY SERVICES	Cross Ref #	
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR22367
Agenda Item Name	5300 HYLAND ANNUAL SOFTWARE M	AINTENANCE AND SU	PPORT
Agondo Wording			

## Agenda Wording

Contract with Hyland Software, Inc for Annual Software Maintenance and Support for the City's OnBase document imaging system. Requesting \$68,041.67 including tax for the renewal of this contract. Term is April 1, 2021 - March 31, 2022.

## Summary (Background)

Hyland Software supports the City's OnBase document imaging systems, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. 2020 contracted amount \$68,041.67.

Lease? NO (	Grant related? NO	Public Works? NO			
Fiscal Impact		<b>Budget Account</b>			
Expense <b>\$</b> 68,041.67		<b>#</b> 5300-73300-18850-5482	20		
Select <b>\$</b>		#			
Select <b>\$</b>		#			
Select <b>\$</b>		#			
Approvals		<b>Council Notification</b>	<u>S</u>		
Dept Head	SLOON, MICHAEL	Study Session\Other	Finance Committee		
			2/22/2021		
<b>Division Director</b>	FINCH, ERIC	Council Sponsor			
<u>Finance</u>	BUSTOS, KIM	Distribution List			
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org			
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org			
<b>Additional Approva</b>	<u>Is</u>	Legal - modle@spokanecity.org			
Purchasing	STOPHER, SALLY	Purchasing - cwahl@spokanecity.org			
		IT - itadmin@spokanecity.org			
		Tax & Licenses			
		hylandcontracts@onbase.com			

## Briefing Paper Finance and Administration Committee

Division & Department:	Innovation and Technology Services Division			
Cubicate				
Subject:	Hyland Software, Inc. Annual Software Maintenance and Support			
Date:	February 22, 2021			
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:				
Executive Sponsor:	Eric Finch and Michael Sloon			
Committee(s) Impacted:	Finance and Administration Committee			
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – OnBase Annual Software Maintenance and Support Utilizing Budget Account # 5300-73300-18850-54820			
Strategic Initiative:	Sustainable Resources			
Deadline:	March 31, 2021			
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support			
City Departments. Hyland Soft Enterprise Document Imaging OnBase licensing. This contract	City's OnBase document imaging system, which is utilized by various ware was selected and implemented in 2009 for the City of Spokane's and Management System. Hyland Software is the only supplier of t includes software assurance for Hyland Software. 2020 contracted			
Hyland Software supports the City Departments. Hyland Soft Enterprise Document Imaging	ware was selected and implemented in 2009 for the City of Spokane's and Management System. Hyland Software is the only supplier of			
Hyland Software supports the City Departments. Hyland Soft Enterprise Document Imaging OnBase licensing. This contrac amount was \$68,348.90. <u>Executive Summary:</u> • Contract with Hyland S City's OnBase docume	ware was selected and implemented in 2009 for the City of Spokane's and Management System. Hyland Software is the only supplier of t includes software assurance for Hyland Software. 2020 contracted Software, Inc. for Annual Software Maintenance and Support of the nt imaging system. 7 including tax for the renewal of this contract.			

City Clerk's No. OPR 2015-0013



## **City of Spokane**

## **CONTRACT RENEWAL**

## Title: ONBASE SOFTWARE SUPPORT

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE**, **INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, 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 SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM; and

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 1<sup>st</sup> of those renewals.

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

### 1. CONTRACT DOCUMENTS.

The original Contract dated July 22, 2020 and July 28, 2020, and 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. TERM.

This Contract Renewal shall become effective on April 1, 2021, and end on March 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

### 3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIXTY EIGHT THOUSAND FORTY-ONE AND 67/100** (\$68,041.67), including tax, 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.

## HYLAND SOFTWARE, INC. **CITY OF SPOKANE** Ву\_\_\_\_ By\_\_\_\_ Signature Date Signature Date Type or Print Name Type or Print Name Title Title Attest: Approved as to form: City Clerk Assistant City Attorney Attachments that are part of this Agreement:

Hyland Invoice No. LE01-191057

21-021

MAINTENANCE INVOICE

LE01-191057

Hyland Software, Inc. 28500 Clemens Road Westlake, OH 44145 United States of America

- BILL TO City of Spokane, WA 808 W. Spokane Falls Blvd. Spokane, WA 99201 United States of America
- SHIP TO City of Spokane, WA 808 W. Spokane Falls Blvd. Spokane, WA 99201 United States of America

INVOICE DATE	01/06/2021
PO NUMBER	
CONTRACT NUMBER	GS35F249DA
DUE DATE	03/31/2021
FEDERAL TAX ID	34-1699247
BILL TO CUSTOMER NO.	10294

Customer No.	Customer Name	Version	Salesperson	
10294	City of Spokane, WA			
	Maintenance Period:	04/01/2021 - 03/31/2022		
	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees Product:OnBase	1	62,480.81	62,480.81

Electr	onic Remittance Info	ormation		
Mail Checks to:	Wire/ACH Payments:			
Hyland Software, Inc. PO Box 846261	Bank Name:	Bank of America, N.A.		
Dallas, TX 75284-6261	SWIFT:	BOFAUS3N		
	ACH Routing No:	071000039		
	Wire Routing No:	026009593		
	Account No:	8670616576		
	CHIPS No:	0959		
	Account Name:	Hyland Software, Inc.		

Subtotal	62,480.81 USD
Tax	5,560.86 USD
Total Invoice Amount	68,041.67 USD
Balance Due	68,041.67 USD
•	

For billing or payment inquiries, please call 1-440-788-5045 and select

Option 1 for Accounts Receivable or email accountsreceivable@hyland.com.

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received more than 30 days after the due date.

These items are controlled by the U.S.government and authorized for export only to the country of ultimatedestination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any othercountry or to any person other than the authorized ultimate consignee orend-user(s), either in their original form or after being incorporated intoother items, without first obtaining approval from the U.S. government or asotherwise authorized by U.S. law and regulations.

Further, if you are located in a European UnionMember State, Norway or Switzerland, The software is also subject to CouncilRegulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State orthe applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.

## Washington State Department of Revenue

### < Business Lookup

License Inform	nation:				New search	Back to results
Entity name:	HYLAND SOFTWAF	RE INC				
Business name:	HYLAND SOFTWAF	RE INC.				
Entity type:	Profit Corporation					
UBI #:	602-207-254					
Business ID:	001					
Location ID:	0002					
Location:	Active					
Location address:		CLEMENS RD KE OH 44145-	1145			
Mailing address:		CLEMENS RD KE OH 44145-	1145			
Excise tax and reselle	r permit status:		Click here			
Secretary of State sta	tus:		Click here			
Endorsements						
Endorsements held at	this l License #	Count	Details	Status	Expiration d	a First issuance
Bellingham General Business	052133			Active		Aug-01-2013
SeaTac General Busine - Non-Resident	255			Active	Jul-31-2021	Jun-12-2019
Spokane General Business - Non-Reside	ent			Active	Jul-31-2021	May-07-2015
			$\checkmark$			

Governing people	Title	
BERNARD, MARCEL		
BORO, SETH		
BRAVO, ORLANDO		
HYLAND, A J		
HYLAND, CHRISTOPHER J		
LINES, JAMES KEVIN		
PEMBRIDGE, D TIMOTHY		
POSKOCHIL, RODNEY		
PRIEMER, WILLIAM		
VIRNIG II, KENNETH JOHN		
ZUBIZARRETA, MIGUEL		
Registered Trade Nam	es	
Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013
	View Add	itional Locations
	The Business Lookup information is 2:37:40 PM	updated nightly. Search date and time: 1/27/2021

#### **Contact us**

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Don't see what you expected? Check if your browser is supported



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/21/2020

THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	LY OR	NE DOE	GATIVELY AMEND, EXTER S NOT CONSTITUTE A C	ND OR	ALTER THE C	OVERAGE A	FFORDED BY THE POLICIES	6
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the te	erms	and conditions of the po	licy, ce	rtain policies			
PRODUCER			cate fiolder in neu of such	CONTA		r		
			NAME: PHONE (A/C, No			FAX	6) 241-4520	
1100 Superior Avenue Fast			E-MAIL	amillar@a	swaldcompani	(A/C, NO).	0,211 1020	
Suite 1500			ADDRE	55. 0	•			
Cleveland OH 44114			INSURER(S) AFFORDING COVERAGE NAIC #			20281		
						20303		
			INSURE	Desifie lu	demnity Comp		20346	
Huland Software Inc.			INSURE	NO.				
28500 Clemens Road				INSURE				
Westlake			OH 44145					
	TIFICA		NUMBER: 20/21 GL/AUT	INSURE	K F :		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	NSURA REMEN AIN, THI LICIES	ANCE IT, TE E INS . LIM	LISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTR/ E POLICI	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	RED NAMED AB DOCUMENT V DHEREIN IS S AIMS.	BOVE FOR THE POLICY PERIOD	
LTR TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
							EACH OCCURRENCE \$ 1 DAMAGE TO RENTED	,000,000
CLAIMS-MADE 🔀 OCCUR							PREMISES (Ea occurrence) \$	
								0,000
A			3578-33-25		12/31/2020	12/31/2021		,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								,000,000
POLICY PRO- JECT LOC								,000,000
OTHER:								,000,000
AUTOMOBILE LIABILITY							GOMBINED SINGLE LIMIT (Ea accident) \$ 1	,000,000
ANY AUTO							BODILY INJURY (Per person) \$	
B OWNED SCHEDULED AUTOS ONLY			7352-28-83		12/31/2020	12/31/2021	BODILY INJURY (Per accident) \$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	
								0,000
							LACITOCCONNENCE 3	5,000,000
A EXCESS LIAB CLAIMS-MADE			7988-20-68		12/31/2020	12/31/2021	AGGREGATE \$ 2	5,000,000
DED RETENTION \$							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER	
C ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		(21) 7171-39-93		12/31/2020	12/31/2021		,000,000
(Mandatory in NH) If yes, describe under			· · /					,000,000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1	,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	ace is required)		
CERTIFICATE HOLDER CANCE					ELLATION			
City of Spokane, WA 808 W. Spokane Falls Blvd.				SHO THE	ULD ANY OF T EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CANCEL 7, NOTICE WILL BE DELIVERED II 7 PROVISIONS.	
ese tr. operane i ano bita.				AUTHO	RIZED REPRESEN			
Spokane			WA 99201			J	and Miller	

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SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021	03/08/2021		
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	OPR 2015-0243,
<b>Contact Name/Phone</b>	MICHAEL 625-6468	Project #	RES 201-0017
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	<b>Requisition #</b>	CR22370
<u>Agenda Item Name</u>	JPPORT		
Agenda Wording			

## Agenda Wording

Contract with Azteca Systems, LLC for Cityworks Annual Software Maintenance and Support. Cityworks is a GIS-based Asset Maintenance Management System used by the Water and Wastewater departments to manage public works infrastructure.

## Summary (Background)

Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables City departments to inventory assets, issue and track service requests and work orders, and manage labor, material and equipment. Cityworks was selected and implemented in 2011 to manage the City's water distribution infrastructure.

ant related? NO	Public Works? NO			
	Budget Account			
	# 5300-41630-18850-5482	20		
	#			
	#			
	<b>Council Notification</b>	S		
SLOON, MICHAEL	Study Session\Other	Finance Committee		
FINCH, ERIC	Council Sponsor			
BUSTOS, KIM	Distribution List			
ODLE, MARI	Accounting - ywang@spokanecity.org			
ORMSBY, MICHAEL	Contract Accounting - aduf	fey@spokanecity.org		
	Legal - modle@spokanecity	/.org		
WAHL, CONNIE	Purchasing - cwahl@spokanecity.org			
	IT - itadmin@spokanecity.org			
	Tax & Licenses			
	Brian Haslam - bhaslam@c	ityworks.com		
	SLOON, MICHAEL FINCH, ERIC BUSTOS, KIM ODLE, MARI ORMSBY, MICHAEL	Budget Account         # 5300-41630-18850-5482         #         #         #         Council Notification         SLOON, MICHAEL         SLOON, MICHAEL         SLOON, MICHAEL         SLOON, MICHAEL         SUSTOS, KIM         Distribution List         ODLE, MARI         Accounting - ywang@spoka         ORMSBY, MICHAEL         Contract Accounting - aduf         Legal - modle@spokanecity.com         WAHL, CONNIE         Purchasing - cwahl@spoka         IT - itadmin@spokanecity.com         Tax & Licenses		



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

## Agenda Wording

The Street department, and Parks and Recreation are in the process of implementing Cityworks MMS. Requesting \$135,036.00 including tax for the renewal of this contract. Term is April 1, 2021 - March 31, 2022.

## Summary (Background)

In 2014 it was also implemented by the Wastewater department to manage sanitary and storm sewer infrastructure assets. There is an increase in cost from the previous year (2020) reflecting the amendment of adding Cityworks Work Order API. 2020 contracted amount was \$114,345.00 including tax, amendment adding Work Order API pro-rated at \$18, 967.11 including tax.

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

# Briefing Paper

Division & Department:	Innovation and Technology Services Division				
Subject:	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support				
Date:	February 22, 2021				
Author (email & phone):	or (email & phone): Bill Myers, wmyers@spokanecity.org, 625-6418				
City Council Sponsor:					
Executive Sponsor:	Eric Finch and Michael Sloon				
Committee(s) Impacted:	Finance and Administration Committee				
Type of Agenda item:	Consent Discussion Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Image: Consent       Image: Discussion       Image: Strategic Initiative         ITSD – Cityworks Annual Software Maintenance and Support         Utilizing Budget Account #:         5300-41630-18850-54820				
Strategic Initiative:	Sustainable Resources				
Deadline:	03/31/2021				
Outcome: (deliverables, delivery duties, milestones)	Ongoing annual maintenance and support				
Built exclusively on ESRI's leading issue and track service request Cityworks was selected and im	e and affordable GIS-Centric Asset Maintenance Management System. ing ArcGIS software it enables City departments to inventory assets, s and work orders, and manage labor, material and equipment. plemented in 2011 to manage the City's water distribution also implemented by the Wastewater department to manage sanitary				
Cityworks is a powerful, flexible Built exclusively on ESRI's leading issue and track service request Cityworks was selected and im infrastructure. In 2014 it was a and storm sewer infrastructure reflecting the amendment of a \$114,345.00 including tax, ame	ing ArcGIS software it enables City departments to inventory assets, s and work orders, and manage labor, material and equipment. plemented in 2011 to manage the City's water distribution also implemented by the Wastewater department to manage sanitary e assets. There is an increase in cost from the previous year (2020) dding Cityworks Work Order API. 2020 contracted amount was				
Cityworks is a powerful, flexible Built exclusively on ESRI's leading issue and track service request Cityworks was selected and im infrastructure. In 2014 it was a and storm sewer infrastructure reflecting the amendment of a \$114,345.00 including tax, ame Executive Summary: • Contract with Azteca S Support. • Cityworks is a GIS-base Wastewater department Cityworks MMS.	ing ArcGIS software it enables City departments to inventory assets, s and work orders, and manage labor, material and equipment. plemented in 2011 to manage the City's water distribution also implemented by the Wastewater department to manage sanitary e assets. There is an increase in cost from the previous year (2020) dding Cityworks Work Order API. 2020 contracted amount was endment adding Work Order API pro-rated at \$18, 967.11 including tax. ystems, LLC for Cityworks Software Annual Software Maintenance and ed Asset Maintenance Management System used by the Water and nts to manage public works infrastructure. t, and Parks and Recreation are in the process of implementing 20 including tax for the renewal of this contract.				



## City of Spokane

## **CONTRACT RENEWAL**

## Title: ANNUAL SOFTWARE SUPPORT AND UPDATES FOR CITYWORKS SYSTEM

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AZTECA SYSTEMS**, **LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide ANNUAL CITYWORKS SOFTWARE, UPDATES AND SUPPORT, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.

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

## 1. CONTRACT DOCUMENTS.

The original Contract dated April 23, 2018, any subsequent amendments, renewals and / or extensions / thereto, as well as Cityworks Quote dated February 12, 2020, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

## 2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2021, and run through March 31, 2022.

## 3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THIRTY-FIVE THOUSAND THIRTY SIX AND NO/100** (\$135,036.00), including tax, for everything furnished and done under this Contract Renewal in accordance with the attached Cityworks Quote dated December 28, 2020. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

### 4. DEBARMENT AND SUSPENSION.

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

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

AZTECA SYSTEMS, LLC	CITY OF SPOKANE
By Signature Date	By Signature Date
Type or Print Name	Nadine Woodward
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

### Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment Azteca Systems, LLC (Cityworks) December 28, 2020 Pricing Quotation

21-007

### ATTACHMENT 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.

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



Azteca Systems, LLC - Cityworks 11075 S State St, Suite 24 | Sandy, UT 84070 801-523-2751 | Fax # 801-523-3734 Quote NumberQ-10093-1Created Date12/28/2020

### **Contact Information**

Contact Name:	Mike Smith	Prepared By Name:	Jenn Miya
Customer:	Spokane (WA), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	808 W Spokane Falls Blvd Spokane, WA 99201	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
ELA - Server AMS STANDARD	1.00	USD 105,000.00
Pavement Interface	1.00	Included
CCTV Interface for PACP	1.00	Included
Respond for AMS	1.00	Included
Mobile Native Apps (iOS/Android)	1.00	Included
Storeroom	1.00	Included
Equipment Checkout	1.00	Included
Contracts	1.00	Included
Cityworks for Excel for AMS	1.00	Included
Cityworks Analytics for AMS	1.00	Included
eURL	1.00	Included
Workload for AMS	1.00	Included
Web Hooks for AMS	1.00	Included
Work Order API Extended License	1.00	USD 19,000.00
	TOTAL:	USD 124,000.00

### Maintenance Start Date: 4/1/2021 Maintenance End Date: 3/31/2022

Quote Notes:

### **Terms and Conditions**

Payment Terms Payment due within 30 days All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Cutomers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

#### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

#### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

#### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title \_\_\_\_\_/\_\_\_/\_\_\_\_ Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

## Washington State Department of Revenue

### < Business Lookup

License Inforn	nation:	New search	Back to results
Entity name:	AZTECA SYSTEMS, LLC		
Business name:	AZTECA SYSTEMS, LLC		
Entity type:	Limited Liability Company		
UBI #:	604-060-266		
Business ID:	001		
Location ID:	0001		
Location:	Active		
Location address:	11075 S STATE ST STE 24 SANDY UT 84070-5128		
Mailing address:	11075 S STATE ST STE 24 SANDY UT 84070-5128		
Excise tax and reselle	r permit status: Click here		
Secretary of State sta	tus: Click here		
Endorsements			
Endorsements held at	this License # Count Details Sta	tus Expiration	da First issuance
Bellingham General Business	063840 Ac	tive	Aug-13-2018
Burien General Busine Non-Resident	ess - 12399 Ac	tive Dec-31-20	21 Feb-07-2017
Spokane General Business - Non-Resid		tive Dec-31-20	21 Jul-02-2018
	~		

Governing people	Title
AZTECA SYSTEMS MIDCO, LLC	
DUFFIN, DANIEL	
HASLAM, BRENT	
HRISTOU, PETER	
	The Business Lookup information is updated nightly. Search date and time: 1/5/2021 9:36:10 AM

### **Contact us**

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SPOKANE Agenda Sheet	Date Rec'd	2/24/2021	
03/08/2021		Clerk's File #	CPR 1991-0068
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716	Project #	
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
	Appointments		
Agenda Item Name	0520 APPOINTMENTS TO SPOKANE HU	JMAN RIGHTS COMM	1ISSION

## **Agenda Wording**

Appointment of Lorna Hernandez-Jarvis to At-Large position on SHRC for remainder of term to expire 12/31/2022 and appointment of Anwar Peace to District 3 position on SHRC for remainder of term to expire 12/31/2022.

## <u>Summary (Background)</u>

These are not new positions, but shifting which seats are held on the commission. Appointment of Lorna Hernandez-Jarvis to At-Large position on SHRC for remainder of term to expire 12/31/2022 and appointment of Anwar Peace to District 3 position on SHRC for remainder of term to expire 12/31/2022

Lease? NO G	irant related? NO	Public Works? NO	
<b>Fiscal Impact</b>		Budget Account	
Select <b>\$</b>		#	
Approvals		<b>Council Notifications</b>	
Dept Head	COTE, BRANDY	Study Session\Other	
Division Director		Council Sponsor	
<u>Finance</u>		Distribution List	
Legal		tdelbridge@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	lkissler@spokanecity.org	
<b>Additional Approval</b>	<u>S</u>		
Purchasing			

SPOKANE Agenda Sheet	for City Cour	ncil Meeting of:	Date Rec'd	2/25/2021
03/08/2021		Clerk's File #	ORD C36016	
			Renews #	
Submitting Dept	INNOVATION &	TECHNOLOGY	Cross Ref #	
	SERVICES			
Contact Name/Phone	ERIC FINCH	625-6455	Project #	
Contact E-Mail	EFINCH@SPOKA	NECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance		Requisition #	
Agenda Item Name	5300 FUNDING NEW SENIOR BUSINESS SYSTEMS ANALYST POSITION			
• • • • •	-			

## Agenda Wording

Request for a new Senior Business Systems Analyst position to support the remaining eSeries implementation. The position will reside in the ITSD Fund and will be funded by a transfer in from the Criminal Justice Assistance fund.

## Summary (Background)

The City desires to make an investment to implement the next generation of the Legal Case Management platform (Justware to eSeries). eSeries provides advanced solution configuration, system integration, and reporting capabilities that will advance Municipal Court's ability to improve operating efficiencies and outcomes. The cost of this advancement requires a sharp increase in the technical and business management complexities that necessitates a senior-level skill set.

Lease? NO (	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Revenue <b>\$</b> 55,100		# 1910-99999-99999	
Expense <b>\$</b> 55,100		# 1910-18100-23100-5432	21
Revenue <b>\$</b> 55,100		# 5300-30210-99999-3487	70
Expense <b>\$</b> 55,100		# 5300-73300-18880-0162	20
Approvals		<b>Council Notification</b>	<u>S</u>
Dept Head	SLOON, MICHAEL	Study Session\Other	02/22/2021 Finance
			Committee
<b>Division Director</b>	SLOON, MICHAEL	Council Sponsor	Lori Kinnear
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
Legal	PICCOLO, MIKE	Accounting - ywang@spok	anecity.org
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduf	fey@spokanecity.org
Additional Approva	ls	Legal - modle@spokanecit	y.org
Purchasing		Purchasing - cwahl@spoka	necity.org
MANAGEMENT &	INGIOSI, PAUL	IT - itadmin@spokanecity.org	
BUDGET			
		Tax & Licenses	
		rkokot@spokanecity.org	

## **Briefing Paper**

Division & Department:	Innovation & Technology Service Department (ITSD)			
Subject:	SBO for New Senior Business Systems Analyst Position			
Date:	02/10/2021			
Author (email & phone):	Mike Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:	Lori Kinnear			
Executive Sponsor:	Eric Finch, CITO			
Committee(s) Impacted:	Finance & Administration			
Type of Agenda item:	☑ Consent □ Discussion □ Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget			
Strategic Initiative:				
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO			
Background/History:         The City desires to make an investment to implement the next generation of the Legal Case         Management platform (Justware to eSeries) for the Municipal Criminal Justice system         eSeries provides advanced solution configuration, system integration, and reporting capabilities that         will advance Municipal Court's ability to improve operating efficiencies and outcomes. However, the         cost of this advancement is a sharp increase in the technical and business management complexities         that require a senior-level skill set and leadership abilities to navigate.         Estimated first year costs (6 months) are \$55,100, which will allow for the recruitment process.         Executive Summary:         Seeking approval for a new Senior Business Systems Analyst position to support the remaining eSeries         implementation and maturity of the eSeries platform once implemented. The position will reside in         the ITSD Fund and will be funded by a transfer in from the Criminal Justice Assistance Fund.				
Other budget impacts: (revenu Operations Impact: Consistent with current operat Requires change in current ope Specify changes required:	re? ⊠Yes □No □N/A Operating Xfer In from Criminal Justice Assistance Fund e generating, match requirements, etc.) ions/policy? ⊠Yes □No □N/A erations/policy? □Yes ⊠No □N/A			
Known challenges/barriers: Kn	own challenges/barriers:			

## Finance and Administration Committee

### ORDINANCE NO. C36016

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Criminal Justice Assistance Fund and Information Technology 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 Criminal Justice Fund, and the budget annexed thereto with reference to the Criminal Justice Fund, the following changes be made:

FROM:	1910-99999 99999-	Criminal Justice Fund Unappropriated Reserves	<u>\$ 55,100</u>
TO:	1910-18100 23100-54321	Criminal Justice Fund Interfund IT Expense	<u>\$ 55,100</u>

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

FROM:	5300-30210 99999-34870	Information Technology Fund Other Internal Service Charges	<u>\$ 55,100</u>
	00000-0-010	Other Internal Oct Vice Onlarges	<u>ψ 00,100</u>
TO:	5300-73300	Information Technology Fund	
	18880-01620	Senior Business Systems Analyst	
		(from 0 positions to 1 position)	\$ 38,763
	5300-73300	Information Technology Fund	
	18880-52110	Social Security	\$ 3637
	5300-73300	Information Technology Fund	
	18880-52210	Retirement	\$ 4,572
	5300-73300	Information Technology Fund	
	18880-52310	Medicare	\$ 6,774
	5300-73300	Information Technology Fund	
	18880-52320	Dental Insurance	\$ 768
	5300-73300	Information Technology Fund	
	18880-52330	Life Insurance	\$ 195
	5300-73300	Information Technology Fund	
	18880-52340	Disability Insurance	\$ 147
	5300-73300	Information Technology Fund	
	18880-52400	Life Insurance	\$ 6 <u>4</u>
			<u>\$ 55,100</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a new position for long-term support of the eSeries (criminal justice) solution, 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
SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	ORD C36017
		Renews #	
Submitting Dept	FIRE	Cross Ref #	OPR 2020-0744
<b>Contact Name/Phone</b>	TOM WILLIAMS X7002	Project #	
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1970 SBO FOR DEPARTMENT OF ECOL	OGY GRANT AMENDI	MENT FOR HAZMAT
	VEHICLE		

### Agenda Wording

In 2021, an additional \$100,000 became available. The additional grant monies will allow us to purchase a dedicated HazMat equipment truck and other HazMat equipment. SFD expects to utilize 100% of the grant before it expires on 06/30/21.

## Summary (Background)

In October 2020, the Fire Department received a \$85,000 grant (OPR 2020-0744) from the Dept of Ecology to acquire a dedicated hazmat equipment truck capable of storing SFD's hazmat response equipment. Currently, SFD stores hazmat equipment in a variety of locations, a practice solely based on the availability of space. With a dedicated hazmat equipment truck, SFD will be able to reduce the time to response by at least one third.

Lease? NO C	Grant related? YES	Public Works? NO	
Fiscal Impact	mpact Budget Account		
Expense <b>\$</b> 35,000		<b>#</b> 1970-93542-94000-5640	)4-99999
Expense <b>\$</b> 65,000		# 1970-93542-22200-5350	)2-99999
Revenue <b>\$</b> 100,000		<b>#</b> 1970-93542-99999-3343	31-99999
Select \$		#	
Approvals		<b>Council Notification</b>	<u>S</u>
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	03/01/2021 PSCHC
<b>Division Director</b>	SCHAEFFER, BRIAN	Council Sponsor	Lori Kinnear
<u>Finance</u>	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	kbustos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tmwilliams@spokanecity.o	rg
Additional Approva	ls	joberg@spokanecity.org	
Purchasing		dstockdill@spokanecity.org	5
MANAGEMENT &	INGIOSI, PAUL	drenner@spokanecity.org	
<u>BUDGET</u>			
<u>GRANTS,</u>	STOPHER, SALLY	rcmathews@spokanecity.c	org
CONTRACTS &			
PURCHASING			

# Briefing Paper Public Safety and Community Health

Subject: Date:	Department of Ecology SBO/Grant Amendment	
Date:		
	2/15/2021	
Contact (email & phone):	Brian Schaeffer (X7001), bschaeffer@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org	
City Council Sponsor:		
Executive Sponsor:	Brian Schaeffer	
Committee(s) Impacted:	Public Safety and Community Health Committee	
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget	
Strategic Initiative:	Safe and Healthy	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:	Approve SBO/grant amendment for \$100,000.	
on the availability of space. Wit time to response by at least on In 2021, an additional \$100,000 purchase a dedicated HazMat e additional HazMat equipment. on 06/30/2021.	res hazmat equipment in a variety of locations, a practice solely based th a dedicated hazmat equipment truck, SFD will be able to reduce the be third. O became available. The additional grant monies will allow us to equipment truck without utilizing SIP loan budget as well as purchase SFD expects to utilize 100% of the grant funds before the grant expires	
<u>Executive Summary:</u> SBO/grant amendment for an a	additional \$100,000 from an existing Department of Ecology grant.	
to budget in the future for on- <u>s</u> <u>Operations Impact:</u> Consistent with current operat	re? □Yes ⊠No □N/A e generating, match requirements, etc.) No match required. Will need going maintenance and support.	

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, 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:

#### FROM:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93542-99999-33431	Dept of Ecology	\$100,000

#### TO:

10.				
FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93542-94000-56404	Vehicles	\$35,000
1970	Fire/EMS Fund	1970-93542-22200-53502	Minor Equipment	\$65,000
				\$100,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from an amendment to a Department of Ecology grant for HazMat vehicles & equipment, 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

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/25/2021
03/08/2021		Clerk's File #	ORD C36018
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
<b>Contact Name/Phone</b>	TONYA WALLACE X6845	Project #	
Contact E-Mail	TWALLACE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410-SBO FOR SPENDDOWN OF NORN	ANDIE PROCEEDS	

## Agenda Wording

July 23, 2018 Council approved ORD C35659, which established a \$2M budget for River Connections. The original budget was not carried over from 2018 so this SBO re-establishes the necessary budget for these projects.

### Summary (Background)

July 23, 2018 Council approved ORD C35659, which established a \$2M budget for River Connections with funds coming from the future sales of surplus property as part of the one-time funding for the Community Investment Plan. In 2019, the Normandie Complex was sold and proceeds where deposited into the Asset Management Capital fund. The proceeds are committed to fund the Sportsplex environmental work and for the South Gorge Trail as part of the City's Community Investment Plan.

Lease? NO Gr	rant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Revenue <b>\$</b> 1,300,000		# 5901-99999-99999		
Expense <b>\$</b> 1,300,000		# 5901-49854-97140-8010	)1	
Revenue <b>\$</b> 1,300,000		# 3200-49854-99999-3978	37	
Expense <b>\$</b> 1,300,000		# 3200-XXXXX-XXXX-5420	01 / 56501	
Approvals		<b>Council Notification</b>	<u>S</u>	
Dept Head	INGIOSI, PAUL	Study Session\Other	F&A Committee 2-22-	
			2021	
<b>Division Director</b>	HUGHES, MICHELLE	Council Sponsor	CM Wilkerson	
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>		
Legal	PICCOLO, MIKE	twallace@spokanecity.org;		
		mhughes@spokanecity.org	5	
For the Mayor	ORMSBY, MICHAEL	pingiosi@spokanecity.org;	korlob@spokanecity.org	
Additional Approvals	<u>6</u>	ablain@spokanecity.org;ad	luffey@spokanecity.org	
Purchasing				
MANAGEMENT &	INGIOSI, PAUL			
BUDGET				

# **Briefing Paper**

## **Finance and Administration Committee**

Division & Department:	Asset Management Capital Fund; Finance, Treasury, & Administration
Subject:	Approve SBO for Spenddown of Normandie Proceeds
Date:	January 25, 2021
	Tonya Wallace (twallace@spokanecity.org, 625-6845)
Contact (email & phone):	
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	🖾 Consent 🛛 Discussion 🖓 Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Safe & Healthy, Urban Experience
Deadline:	
Outcome: (deliverables, delivery	South Gorge Trail, and Sportsplex environmental work
duties, milestones to meet)	
	Council approved ORD C35659, which established a \$2M budget
	ming from the future sales of surplus property as part of the one-
	vestment Plan. In 2019, the Normandie Complex was sold and
	Asset Management Capital fund. The proceeds are committed to work and for the South Gorge Trail as part of the City's Community
	et was not carried over from 2018 so this SBO re-establishes the
necessary budget for these projects	
Executive Summary:	
The proceeds from the sale of the N	Iormandie Complex are committed as follows according to the
City's Community Investment Plan:	
<ul> <li>\$800,000 – Northbank Environme</li> </ul>	ntal work with PFD
	nection (Final phase of South Gorge Trail): The section will
	nat was constructed with CSO 26 and runs along the north side of
	derneath the Monroe St Bridge and connect to the widened
	rail heading into Peaceful Valley along Main Avenue.
Budget Impact:	
Approved in current year budget? Annual/Reoccurring expenditure?	□Yes ⊠No □N/A □Yes ⊠No □N/A
If new, specify funding source:	
Other budget impacts: (revenue gei	perating, match requirements, etc.)
Operations Impact:	
Consistent with current operations	′policy? ⊠Yes □No □N/A
Requires change in current operation	
Specify changes required:	
Known challenges/barriers:	

#### ORDINANCE NO. C36018

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Asset Management Capital Fund and Arterial Streets 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

FROM:	5901-99999	Asset Management Capital Fund	
	99999-	Undesignated Reserves	<u>\$ 1,300,000</u>
TO:	5901-49854	Asset Management Capital Fund	
	97140-80101	Operating Transfer to Arterial Streets	<u>\$ 1,300,000</u>

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

FROM:	3200-49854 99999-39787	Arterial Street Fund Operating Transfer In from Asse	t Mgmt <u>\$ 1,300,000</u>
TO:	3200-49854 75201-54201 3200-95141	Arterial Street Fund Contractual Services Arterial Street Fund	<u>\$ 800,000</u>
	95300-56501	Construction of Fixed Assets	\$500,000

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create the necessary budget to expend the proceeds from the Sale of the Normandie Property, 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 \_\_\_\_\_

Attest:

Council President

City Clerk

Approved as to form:

Assistant City Attorney

Mayor
-------

Date

Effective Date

POKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	7/3/2018
07/23/2018		Clerk's File #	ORD C35659
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
<b>Contact Name/Phone</b>	RICK ROMERO X6361	Project #	
Contact E-Mail	RROMERO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	<b>Requisition #</b>	
Agenda Item Name	5600-SBO-COMMUNITY INVESTMENT	PLAN - URBAN EXPE	RIENCE
Agenda Wording			

Budget one-time funding for Community Investment Plan - Urban Experience.

#### Summary (Background)

Budget one-time funding for Urban Experience from the Community Investment Plan. These include the North Bank Complex, River Connection Utilities, Bosch/Power District/Suspension Bridge, South Gorge Trail-Peaceful Valley, South Gorge Trail-Main to CSO 26, and Post Street and Bridge Avenue.

<b>Fiscal Impact</b>	Grant	related?	NO	<b>Budget Account</b>	
	Public	Works?	YES		
Expense \$ 2,000	,000			# Various	
Select \$				#	
Select \$				#	
Select \$				#	
Approvals				<b>Council Notification</b>	ns
Dept Head		HUGHES	, MICHELLE	Study Session	7/9/18
<b>Division Director</b>		MARCHA	AND, CRYSTAL	<u>Other</u>	
<b>Finance</b>		ALBIN-M	OORE, ANGELA	<b>Distribution List</b>	
<u>Legal</u>		DALTON	, PAT	korlob@spokanecity.org	
For the Mayor	1 1	CODDIN	GTON, BRIAN	aalbinmoore@spokanecit	zy.org
Additional Appr	rovals			rromero@spokanecity.or	g
Purchasing				kheatherly@spokanecity.	org
CITY COUNCIL	_	MCDANI	EL, ADAM		

PASSED BY SPOKANE CITY COUNCIL: CITY CLERK

#### ORDINANCE NO C35659

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Arterial Street and Asset Management 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

FROM:	5901-99999 99999	Asset Management Capital Fund Unappropriated Reserves	\$ 2,000,000	
TO:	5901-49854 97140-80101	Asset Management Capital Fund Operating Transfer to Arterial Streets	\$ 2,000,000	

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

FROM:	3200-99999 99999-39787	Arterial Street Fund Asset Management	\$ 2,000,000
TO:	3200-49854 95300-56501	Arterial Street Fund Construction of Fixed Assets	\$2,000,000

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget onetime funding for Urban Experience Trail and River Connection improvements – unidentified projects related to Bosch Lot, Power District, and suspension Bridge 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.

July no hair		
Passed the City Council		
() Althe		
Attest: Council President		
City Clerk		
Approved as to form: Meetal Pricedo		
Assistant City Attorney		
Cani A Cuntur	8.8.18	CD CD
Mayor /	Date	OF SPORA
Kugust 8, 2018		18 - Sta
Effective Date		
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Urban Experience - Bosch/Power District/Suspension Bridge

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SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave SIUE-River Connection (REET) pg 70 CIP - Post St and Bridge Ave

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49854

SBO#5

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3200 3200 1610

49854

30000

56592 99999

95100 95300 95300 66666 97140

3200

SBO#5 SBO#5 SBO#5

630000

66666

56501

SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26 SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26 SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26 SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26 SIUE-River Connection (REET) pg 145 CIP - South Gorge Trail Connection - Main to CSO 26 SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount) SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount) SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount) SIUE-River Connection REET (pg 143 CIP) Peaceful Valley AKA S Gorge trail (2018 amount)

SIUE-River Connection (Utilities) - unidentified project SIUE-River Connection (Utilities) - unidentified project SIUE-River Connection (Utilities) - unidentified project SIUE - River Connection Surplus Property - Bosch, Power Dist, suspension bridge (OT Art St from Normandie Proceeds) Proceeds from sale of Normandie

SIUE - River Connection Surplus Property - Bosch, Power Dist, suspension bridge OT from Asset Mgmt from Normandie Proceeds SIUE - River Connection Surplus Property - Bosch, Power Dist, suspension bridge

SIUE-North Bank/Sportsplex SIUE-North Bank/Sportsplex SIUE - Arts/Culture/Diversity strategic investments; \$700K Proceeds from sale Normandie - \$300K from other surplus property SIUE - Arts/Culture/Diversity strategic investments; \$700K Proceeds from sale Normandie - \$300K from other surplus property

NCE

1500000 150000

39734 99999

66666

3200

SBO#5 **SBO#5** 

56592 99999

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97140

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**SBO#5** SBO#5

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3200 3200

SB0#5

-500000

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95300 66666

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66666

66666

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**SBO#5** SBO#5 SBO#5 SBO#5

66666 66666

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66666

4250 4320 4340

SIUE-River Connection (Utilities) - unidentified project 500000 -500000 500000 -50000 -20000

39787 99999 -200000

97140

49854 3200 49854

SB0#6 SB0#6

5901 5901

SBO#6

66666

SPOKANE Agenda Shee	t for City Council M	eeting of:	Date Rec'	′d	2/24/2021
03/08/2021			<u>Clerk's Fi</u>	le #	ORD C36019
			Renews #	<u>t</u>	
Submitting Dept	ACCOUNTING		Cross Ref	f #	
Contact Name/Phone	MICHELLE HUGHES >	x6320	Project #		
Contact E-Mail	MHUGHES@SPOKANEC	CITY.ORG	<u>Bid #</u>		
Agenda Item Type	Special Budget Ordinan	ce	<u>Requisition</u>	on #	
Agenda Item Name	5600-SBO FOR EMERGE	NCY RENTAL AS	SISTANCE FU	NDING	
To establish budget record re Emergency Rental Assistance		received from t	he Departme:	nt of Tr	reasury for
_	To establish budget record revenue and contract funds received from the Department of Treasury for Emergency Rental Assistance.				
Fiscal Impact	nt related? YES	Public Works Budget Ac	count		
Expense         \$ 6,695,536.90           Revenue         \$ 6,695,536.90			6-99999-3312		
÷ 0,000,000,000			6-51040-5420	)1	
Select <b>\$</b> Select <b>\$</b>					
Approvals			otification	c	
	STOPHER, SALLY	Study Sess		_	Committee 2-22-
Division Director	WALLACE, TONYA	Council Spe	onsor	CM W	/ilkerson
Finance	HUGHES, MICHELLE	Distributio	on List		
Legal	PICCOLO, MIKE		okanecity.org; okanecity.org		
For the Mayor	ORMSBY, MICHAEL	aduffey@spo	kanecity.org;	ablain@	Despokanecity.org
Additional Approvals					
Purchasing					
BUDGET	HUGHES, MICHELLE				
<u>GRANTS,</u> <u>CONTRACTS &amp;</u> <u>PURCHASING</u>	STOPHER, SALLY				

## Briefing Paper FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council			
Subject:	SBO for Emergency Rental Assistance Funding			
Date:	1-20-2021			
Contact (email & phone):	Michelle Hughes			
City Council Sponsor:	CM Wilkerson			
Executive Sponsor:	Tonya Wallace			
Committee(s) Impacted:	Finance and Administration			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment:				
Strategic Initiative:				
Deadline:				
Outcome: (deliverables,				
delivery duties, milestones to				
meet) Background/History:				
<u>Backgrounu/History.</u>				
Executive Summary:				
_	enue and contract funds received from the Department of Treasury for			
Emergency Rental Assistance.				
<u>Budget Impact:</u> TOTAL COST:				
Approved in current year budg	et? 🔲 Yes 📕 No 🔲 N/A			
Approved in current year budget? Yes Yes No N/A Annual/Reoccurring expenditure? Yes No N/A				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact:				
Consistent with current operations/policy?				
Requires change in current operations/policy? 🛛 🗌 Yes 🔲 No 🔛 N/A				
Specify changes required:				
Known challenges/barriers:				

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Emergency Rental Assistance 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 Emergency Rental Assistance Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Fund, the following changes be made:

FROM:	1760-95596 99999-33121	Emergency Rental Assistance Fund Grant Revenue	<u>\$ 6,695,536.90</u>
TO:	1760-95596 51040-54201	Emergency Rental Assistance Fund Contractual Services	<u>\$ 6,695,536.90</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a fund to deposit and contract funds received from the Department of Treasury for Emergency Rental Assistance, 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

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/25/2021
03/08/2021	Clerk's File #	ORD C36020	
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE HUGHES X6320	Project #	
Contact E-Mail	MHUGHES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5600-SBO LOAN PROCEEDS AND DEBT	SERVICE EAST SPRAG	GUE

## Agenda Wording

SBO to establish budget for the East Sprague Project in the U District.

### Summary (Background)

During 2018, the City embarked on an integrated capital project to rebuild Sprague Avenue from Scott to Division. The funding to complete this \$8 million estimated project was provided by \$4 million from the City's Street levy funds (Arterial Streets Fund) and \$4 million from funding committed by the UDPDA. Please see attachment for more info.

ant related? NO	Public Works? NO		
	Budget Account		
	# 0100-99999-99999		
	# 0020-88100-97140-8010	)1	
	# 3502-99999-99999		
	# 3502-36320-97140-8010	)1	
	<b>Council Notification</b>	<u>S</u>	
HUGHES, MICHELLE	Study Session\Other	F&A Committee 2-22-	
WALLACE, TONYA	Council Sponsor	2021 CM Beggs	
HUGHES, MICHELLE	<b>Distribution List</b>		
ORMSBY, MICHAEL	aduffey@spokanecity.org;	ablain@spokanecity.org	
	pingiosi@spokanecity.org		
INGIOSI, PAUL			
	HUGHES, MICHELLE WALLACE, TONYA HUGHES, MICHELLE PICCOLO, MIKE ORMSBY, MICHAEL	Budget Account         # 0100-99999-99999         # 0020-88100-97140-8010         # 3502-99999-99999         # 3502-36320-97140-8010         # 3502-36320-97140-8010         Council Notification         HUGHES, MICHELLE         Study Session\Other         WALLACE, TONYA         PICCOLO, MIKE         PICCOLO, MIKE         twallace@spokanecity.org;         mhughes@spokanecity.org;         pingiosi@spokanecity.org;	

## Briefing Paper FINANCE AND ADMINISTRATION

Division & Donortmont:	City Council
Division & Department:	-
Subject:	SBO for SIP Loan proceeds of East Sprague Project in the U District
Date:	2/3/201
Contact (email & phone):	Michelle Hughes
City Council Sponsor:	CM Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative
Alignment:	Strategic Investments
Strategic Initiative:	Economic Development
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to establish budget for SIP Loan proceeds, capital expenses and transfer of GF dollars to fund the East Sprague Project in the U District.
Background/History:	
SBO to establish budget for the Executive Summary:	e East Sprague Project in the U District.
to Division. The funding to con the City's Street levy funds (A UDPDA. A portion of the project street levy funds. The final po \$4 million which would be rep agreement. During the 2021 budget process to the UDPDA was for the City for the approximately remaining Sprague Phase 2B will be paid Area.	d on an integrated capital project to rebuild Sprague Avenue from Scott nplete this \$8 million estimated project was provided by \$4 million from Arterial Streets Fund) and \$4 million from funding committed by the ct (Phase 2A) was completed in 2019 using the \$4 million committed City rtion of the project (Phase 2B) was anticipated to utilize an SIP loan for baid using incremental tax revenue sharing proceeds under the UDPDA s, the strategy identified for disbursing this relatively large amount owed 's General Fund directly cash funding to pay \$1,925,713 and a SIP Loan ng \$2 million. Annual debt service on the SIP loan for the construction of with future sales tax and property tax revenues earned in the U-District
Budget Impact: TOTAL COST: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: Known challenges/barriers:	re? Yes No N/A e generating, match requirements, etc.) ions/policy? Yes No N/A

#### ORDINANCE NO. C36020

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0020-99999 99999	General Fund Unappropriated Reserves	<u>\$ 225,713</u>
TO:	0020-88100 97140-80101	General Fund Transfers Out to Arterial Streets	<u>\$ 225,713</u>

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

FROM:	3502-99999 99999	U District Capital Fund Unappropriated Reserves	<u>\$1,700,000</u>
TO:	3502-36320 97140-80101	U District Capital Fund Transfers to Arterial Streets	<u>\$1,700,000</u>

Section 3. That in the budget of the Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

FROM:	5901-79219 99999-38271	Asset Management Capital Fund Other Long Term Debt Proceeds	<u>\$2,000,000</u>
TO:	5901-79219 97140-80101	U District Capital Fund Transfers to Arterial Streets	<u>\$2,000,000</u>

Section 4. 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 record to record loan proceeds and the transfer of funds to Arterial Streets for the construction of the East Sprague project in the U District, 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 Preside	ent	
Attest:		
City Clerk		
Approved as to form:		
Assistant City Attorney		

Mayor

Date

Effective Date

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	2/25/2021	
03/08/2021	Clerk's File #	RES 2021-0016		
	Renews #			
Submitting Dept	ACCOUNTING	Cross Ref #		
Contact Name/Phone	ontact Name/Phone MICHELLE HUGHES X6320			
Contact E-Mail	Bid #			
Agenda Item Type	Resolutions	Requisition #		
Agenda Item Name	5600- APPROVING FINANCING FOR E. SPRAGUE STREET RECONSTRUCTION			
	PROJECT			

## Agenda Wording

Resolution for SIP a loan to finance \$2 million of the East Sprague project in the U District.

## Summary (Background)

Resolution for SIP Loan to finance the East Sprague Project in regards to ILA with U District PDA. Debt service payments to be guaranteed by future sales tax revenue earned in the U District PDA and currently owed from the General Fund. Project cost is 4 million, with \$1,925,713 from sales tax earned by the PDA and \$2,000,000 SIP loan with 5 yr term and estimated interest rate of .95%. Payments staggered to match sales tax revenue projections.

Lease? NO Gr	ant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Expense \$ 2,000,000.00	)	# 99999		
Select <b>\$</b>		#		
Select <b>\$</b>		#		
Select <b>\$</b>		#		
Approvals		<b>Council Notification</b>	<u>s</u>	
Dept Head	HUGHES, MICHELLE	Study Session\Other	F&A Committee 2-22-	
			2021	
<b>Division Director</b>	WALLACE, TONYA	Council Sponsor CM Beggs		
<u>Finance</u>	HUGHES, MICHELLE	Distribution List		
Legal	PICCOLO, MIKE	twallace@spokanecity.org;		
		mhughes@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	ablain@spokanecity.org; a	duffey@spokanecity.org	
Additional Approvals				
Purchasing				

## Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	City Council				
Subject:	Resolution for SIP Loan to fund East Sprague Project according to				
	ILA with UDPDA				
Date:	2/3/201				
Contact (email & phone):	Michelle Hughes				
City Council Sponsor:	CM Beggs				
Executive Sponsor:	Tonya Wallace				
Committee(s) Impacted:	Finance and Administration				
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative				
Alignment:	Strategic Investments				
Strategic Initiative:	Economic Development				
Deadline:					
Outcome: (deliverables,	Resolution to fund a \$2 a million dollar SIP Loan for the East Sprague				
delivery duties, milestones to	project in the U District as established by the ILA with the UDPDA.				
meet)					
Background/History: Besolution for SIP a loan to fina	ance \$2 million of the East Sprague project in the U District.				
Executive Summary:	ince 32 minor of the Last sprague project in the o District.				
	nce the East Sprague Project in regards to ILA with U District PDA. Debt				
	teed by future sales tax revenue earned in the U District PDA and				
	al Fund. Project cost is 4 million, with \$1,925,713 from sales tax				
earned by the PDA and \$2,000,	000 SIP loan with 5 yr term and estimated interest rate of .95%.				
Payments staggered to match s	Payments staggered to match sales tax revenue projections.				
Budget Impact:					
	TOTAL COST:				
Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A					
If new, specify funding source:					
Other budget impacts: (revenue generating, match requirements, etc.) <u>Operations Impact:</u>					
Consistent with current operat	ions/policy? Yes No N/A				
Requires change in current operations/policy?					
Specify changes required:					
Known challenges/barriers:					

#### SPRAGUE PHASE 2 STREETS PROJECT LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

#### RESOLUTION NO. 2021-0016

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED \_\_\_\_\_, 2021

PREPARED BY:

MCALOON LAW, PLLC Spokane, Washington

#### SPRAGUE PHASE 2 STREETS PROJECT LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE) RESOLUTION NO. 2021-0016

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Section 7.	Registration and Payments	6
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Section 13.	Effective Date	

<sup>\*</sup> This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

#### RESOLUTION NO. 2021-0016

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,000,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the City desires to authorize an interfund loan from the Spokane Investment Pool

("SIP") in the amount of not to exceed \$2,000,000 to temporarily finance a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project (as defined below); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing a portion of the costs of the acquisition, construction and installation of the Sprague Phase 2 Streets Project (as defined below); and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City.

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

<u>Section 1</u>. <u>Definitions</u>. As used in this resolution the following words shall have the following meanings:

*Annual Debt Service* for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay a portion of the costs of the Sprague Phase 2 Streets Project.

**Bond** means the City of Spokane Sprague Phase 2 Streets Project Limited Tax General Obligation Bond, Series 202\_\_\_(Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,000,000 to establish and secure the interfund loan facility authorized herein.

*Bond Owner or Registered Owner* means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

**Bond Registrar** means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

*City* means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

*City Council* means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

*Maturity Date* means a date not to exceed five years from the date of issuance of the Bond.

-2-

*Permitted Investments* means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

*SIP* means the Spokane Investment Pool.

*SIP Internal Lending Rate* means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

*Sprague Phase 2 Streets Project* means the acquisition, construction and installation of a full depth reconstruction of Sprague Avenue roadway between Scott Street and Division Street, consisting of: (a) extension of the three-lane section from Sherman to Pine Street; (b) retaining of parking on both side of the roadway, except for the area between Brown and Division Streets; and (c) repairing and widening of sidewalks.

*Treasurer* means the Treasurer of the City, or any successor to the functions of the Treasurer. *Rules of Interpretation*. In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein, "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience

-3-

of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

<u>Section 2</u>. <u>Plan of Capital Acquisitions</u>. The Sprague Phase 2 Streets Project will be undertaken in accordance with specifications, contracts and agreements approved by the Mayor and the City Council or their designees from time to time.

It is hereby provided that the Sprague Phase 2 Streets Project shall be subject to such changes and additions as may be authorized by the City Council during the annual budget process. Presently, the total estimated cost of the Sprague Phase 2 Streets Project does not exceed \$8,000,000 over the five year scheduled acquisition period. The City has received the commitment of approximately equal cost-sharing in the total estimated cost of the Sprague Phase 2 Streets Project from the University District Public Development Authority, up to a maximum cost-sharing contribution of \$4,000,000. The balance of costs will be paid by the City from legally available funds.

Section 3. Authorization and Description of Bond. To finance a portion of the costs of the Sprague Phase 2 Streets Project, the City shall issue a taxable limited tax general obligation bond of the City to the Spokane Investment Pool (the "SIP") in the principal amount of not to exceed \$2,000,000 (the "Bond") to establish and secure an interfund loan facility with the SIP of not to exceed \$2,000,000. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$2,000,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing December 1, 2021. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full. The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

#### Section 4. Sale of Bond.

(a) *Approval of Sale*. The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the Sprague Phase 2 Streets Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Option for Early Call.* At its sole discretion, the SIP may call the Bond on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2021, if it intends to call the Bond on the succeeding August 1 (the "Early Call Date"). The Bond may be paid in full on the Early Call Date in cash or with proceeds of a refunding bond.

(c) *Prepayment.* The Bond may be prepaid, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

<u>Section 5.</u> <u>Application of Bond Proceeds</u>. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the Sprague Phase 2 Streets Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the "Project Fund"). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of a portion of the costs of the Sprague Phase 2 Streets Project and the payment of

-5-

expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the Sprague Phase 2 Streets Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6. <u>Pledge of Funds and Credit</u>. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the SIP from the Asset Management Fund and other legally-available funds of the City in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (the "Bond Registrar"). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

<u>Section 8</u>. <u>Execution and Authentication of Bond</u>. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers. Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

<u>Section 9.</u> <u>Form of Bond</u>. The Bond shall be in substantially the following form:

#### UNITED STATES OF AMERICA

NO. 2021-0016

\$2,000,000

#### STATE OF WASHINGTON CITY OF SPOKANE SPRAGUE PHASE 2 STREETS PROJECT LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

INTEREST RATE:	Variable, as described herein
MATURITY DATE:	[December 1, 20]
REGISTERED OWNER:	CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL
TAX IDENTIFICATION #:	91-6001280
PRINCIPAL AMOUNT:	TWO MILLION AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2021-0016, adopted by the City Council on \_\_\_\_\_\_, 202\_\_\_ (the "Bond Resolution"), to establish and secure an interfund loan to pay a portion of the costs of acquiring and constructing the Sprague Phase 2 Streets Project. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

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

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

This Bond is not transferable.

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

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

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

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

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

By /s/ Mayor

ATTEST:

/s/

City Clerk

(SEAL)

#### CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is the Sprague Phase 2 Streets Project Limited Tax General Obligation Bond, Series 202\_ (Taxable) of the City dated \_\_\_\_\_, 20\_\_\_ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as Bond Registrar

By\_\_\_\_\_/s/\_\_\_\_

<u>Section 10</u>. <u>Ongoing Disclosure</u>. The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

<u>Section 12</u>. <u>Severability</u>. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13. Effective Date. This resolution shall become effective immediately upon its

adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_\_.

CITY OF SPOKANE Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

#### East Sprague 2 M SIP Loan

Compounding Period:	Semiannual
Nominal Annual Rate:	0.950%

#### Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	03/19/2021	2,000,000.00	1		
2 Payment	12/01/2021	149,183.00	1		
3 Payment	06/01/2022	149,183.00	1		
4 Payment	12/01/2022	172,787.00	1		
5 Payment	06/01/2023	172,787.00	1		
6 Payment	12/01/2023	199,506.00	1		
7 Payment	06/01/2024	199,506.00	1		
8 Payment	12/01/2024	230,731.00	1		
9 Payment	06/01/2025	230,731.00	1		
10 Payment	12/01/2025	276,676.00	1		
11 Payment	06/01/2026	281,570.38	1		

#### TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 03/19/2021				2,000,000.00
1 12/01/2021	149,183.00	13,424.11	135,758.89	1,864,241.11
2021 Totals	149,183.00	13,424.11	135,758.89	
2 06/01/2022	149,183.00	8,855.15	140,327.85	1,723,913.26
3 12/01/2022	172,787.00	8,188.59	164,598.41	1,559,314.85
2022 Totals	321,970.00	17,043.74	304,926.26	
4 06/01/2023	172,787.00	7,406.75	165,380.25	1,393,934.60
5 12/01/2023	199,506.00	6,621.19	192,884.81	1,201,049.79
2023 Totals	372,293.00	14,027.94	358,265.06	
6 06/01/2024	199,506.00	5,704.99	193,801.01	1,007,248.78
7 12/01/2024	230,731.00	4,784.43	225,946.57	781,302.21
2024 Totals	430,237.00	10,489.42	419,747.58	
8 06/01/2025	230,731.00	3,711.19	227,019.81	554,282.40
9 12/01/2025	276,676.00	2,632.84	274,043.16	280,239.24
2025 Totals	507,407.00	6,344.03	501,062.97	
10 06/01/2026	281,570.38	1,331.14	280,239.24	0.00
2026 Totals	281,570.38	1,331.14	280,239.24	
Grand Totals	2,062,660.38	62,660.38	2,000,000.00	

ANNUAL	FINANCE	Amount Financed	Total of Payments
PERCENTAGE	CHARGE		
<b>RATE</b> The cost of your credit as a yearly rate.	The dollar amount the	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
0.950%	\$62,660.38	\$2,000,000.00	\$2,062,660.38

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	2/24/2021
03/08/2021		Clerk's File #	RES 2021-0017
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	OPR 2021-0150
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	Project #	
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG	Bid #	SOLE SOURCE
Agenda Item Type	Resolutions	Requisition #	VALUE BLANKET
Agenda Item Name	4490 SOLE SOURCE RESOLUTION AND VB FOR PURCHASE OF TURBINE		
	GENERATOR PARTS		

## Agenda Wording

Sole Source Resolution and Value Blanket with Dresser Rand Company (Seattle, WA) for the Purchase of Turbine Generator Overhaul Parts at the WTE from Mar. 1, 2021 - Feb. 28, 2023 with a total cost not to exceed \$1,800,000.00 plus tax.

## Summary (Background)

The turbine generator at the WTE operates 24/7. To keep it in good operating condition, it is periodically overhauled. This is scheduled in 2022 per the 6-year capital plan. The parts have long lead times so their purchase was planned for and budgeted in 2021 and 2022. They would be purchased via value blanket, through a Sole Source Resolution with Dresser Rand Company who is the OEM and the only supplier who possesses the proprietary manufacturing information required to supply the parts.

Grant related? NO	Public Works? NO			
	Budget Account			
Expense \$ 4490-44900-37145-54803		<b>#</b> 1,800,000.00		
Select \$		#		
Select \$		#		
	#			
Approvals		Council Notifications		
AVERYT, CHRIS	Study Session\Other	PIES 2/22/21		
SIMMONS, SCOTT M.	Council Sponsor	CP Beggs		
Finance         ALBIN-MOORE, ANGELA		Distribution List		
SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org			
ORMSBY, MICHAEL	jsalstrom@spokanecity.org			
Additional Approvals		tprince@spokanecity.org		
Purchasing PRINCE, THEA		rrinderle@spokanecity.org		
		caveryt@spokanecity.org		
	AVERYT, CHRIS SIMMONS, SCOTT M. ALBIN-MOORE, ANGELA SCHOEDEL, ELIZABETH ORMSBY, MICHAEL	Budget Account         1900-37145-54803       # 1,800,000.00         #       #         #       #         #       #         AVERYT, CHRIS       Study Session\Other         SIMMONS, SCOTT M.       Council Sponsor         ALBIN-MOORE, ANGELA       Distribution List         SCHOEDEL, ELIZABETH       mdorgan@spokanecity.or         ORMSBY, MICHAEL       jsalstrom@spokanecity.or         PRINCE, THEA       rrinderle@spokanecity.org		

## **Briefing Paper**

# Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal		
Subject:	Sole Source Resolution and Value Blanket for the Purchase of Turbine		
	Generator Overhaul Parts at the WTE.		
Date:	February 22, 2021		
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540		
City Council Sponsor:	Breean Beggs, City Council President		
Executive Sponsor:	Scott Simmons, Director, Public Works		
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:	Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices		
Deadline:			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval for the sole source resolution and value blanket for the parts necessary to perform an overhaul of the turbine generator at the WTE.		
Background/History: The turbine generator at the Waste to Energy Facility operates 24/7. In order to keep it in good operating condition, it is necessary to periodically have it overhauled. This is scheduled to be done in 2022 per the 6-year capital plan. The parts for this project have very long lead times so a value blanket to purchase them was planned for and budgeted in 2021 and 2022. In the event of a turbine generator failure, the City would lose revenue from power generation and incur additional costs in the form of purchased power to operate the waste to energy facility. The cost to repair damaged equipment, rather than performing the preventative maintenance would also be much more costly. The parts for this overhaul would be purchased via value blanket, through a Sole Source Resolution with Dresser Rand Company of Seattle, WA, who is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility. The term will be for two years, from March 1, 2021 through February 28, 2023 with a total cost not to exceed \$1,800,000.00.			
<ul> <li>Executive Summary:</li> <li>Sole Source Resolution and Value Blanket with Dresser Rand Company for parts purchases necessary for the condensing steam turbine generator overhaul at the WTE Facility.</li> <li>Estimated cost not to exceed \$1,800,000.00.</li> <li>The term of this Value Blanket will be from March 1, 2021 through February 28, 2023.</li> <li>Dresser Rand is the original equipment manufacturer of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information.</li> </ul>			
Budget Impact:     Approved in current year budget?     Yes   No   NA      Annual/Reoccurring expenditure?   Yes No N/A    If new, specify funding source:    Other budget impacts: (revenue generating, match requirements, etc.)   Operations Impact:   Consistent with current operations/policy?   Yes No N/A			
Requires change in current operations/policy? Specify changes required: Known challenges/barriers:			

Clerks No.

#### SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Dresser Rand Company (Seattle, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of parts necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 for a two (2) year period – approximately \$1,800,000.00 without public bidding.

WHEREAS, The Waste to Energy Facility is a 24 hr/7 day a week facility and if something goes wrong with the Turbine, immediate services will be needed, including parts; and

WHEREAS, Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply such parts for this Turbine; and

WHEREAS, Dresser Rand Company can readily respond to parts requests for the Turbine. The Turbine is an integral part of the 24 hr/7 day a week operation of the Waste to Energy Facility and an interruption in service would likely cause an outage if it were to break down and parts not be readily available; and

WHEREAS, the cost of the parts exceeds the 2021 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the parts for the Condensing Steam Turbine Generator Drive Package a sole-source purchase through Dresser Rand Company, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a two (2) Value Blanket Order for the parts necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 - \$1,800,000.00, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

Approved as to form:

Assistant City Attorney

City Clerk

<u>SPOKANE</u> <u>Agenda Sheet</u>	for City Council Meeting of:	Date Rec'd	2/26/2021	
03/08/2021		Clerk's File #	RES 2021-0018	
		Renews #		
Submitting Dept	CITY ATTORNEY	Cross Ref #		
Contact Name/Phone	SAM FAGGIANO 6818	Project #		
Contact E-Mail	SFAGGIANOSPOKANECITY.ORG	Bid #		
Agenda Item Type	Resolutions	Requisition #	PAID THRU	
			CLAIMS	
Agenda Item Name	0500 SETTLEMENT RESOLUTION			
<b>Agenda Wording</b> Resolution approving settlement of a Civil Claim against the City of Spokane brought by Stephen Gilbert.				
Resolution approving settlem	ent of a Civil Claim against the City of Sp	okane brought by Ste	phen Gilbert.	

Lease?	NO G	rant related? NO	Public Works? NO		
Fiscal I	<u>mpact</u>		Budget Account		
Expense <b>\$</b> \$78,265.45		# 5800-78100-18680-54601			
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approva	Approvals		Council Notifications		
Dept Hea	ad	PICCOLO, MIKE	Study Session\Other	March 1, 2021 First	
				Reading	
<b>Division</b>	<u>Director</u>		Council Sponsor	C.P. Beggs	
Finance         BUSTOS, KIM		Distribution List			
Legal		PICCOLO, MIKE	sfaggiano@spokanecity.org		
For the M	<u>layor</u>	ORMSBY, MICHAEL	mormsby@spokanecity.org		
Additional Approvals		sdhansen@spokanecity.org			
Purchasing		james.scott@ascrisk.com			
		rkokot@spokanecity.org			

RESOLUTION NO.

### RESOLUTION RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is named as a defendant in a Claim for Damages brought by Stephen Gilbert, individually and on behalf of the marital community (hereinafter referred as "Claimants"), arising out of actions and/or omissions which occurred on or about January 17, 2020 in the City of Spokane, as more fully described in the Claim for Damages filed in with the City Clerk on or about January 22, 2020; and

WHEREAS, Claimants claim property damage as a result of negligence by the City of Spokane; and

WHEREAS, the City of Spokane has determined to resolve all differences with the Claimants and any third parties who may claim a subrogated interest against the Defendant for a payment of \$78,265.45 total monies, and Claimants have agreed to accept said payment and in return to dismiss with prejudice their claim against this Defendant.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That payment be made in the amount of \$78,265.45 to Claimants as designated in the executed Release Agreement, without admission of fault or liability, as a settlement and compromise of the above-referenced claim, in return for a full and final signed release fully extinguishing all claims by Claimants in connection with the incident and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said case and claim.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk

Approved as to form:

Assistant City Attorney


OFFICE OF THE CITY CLERK 808 W. Spokane Falls Bivd. Spokane, Washington 99201-3342 509.625.6350

January 25, 2021

City Clerk File No.: ORD C36003

## COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C36003 RELATING TO SPECIAL EVENTS

During its 3:30 p.m. Briefing Session held virtually Monday, January 25, 2021, upon review of the January 25 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Mumm, seconded by Council Member Cathcart, to defer Ordinance C36003—relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070—to March 8, 2021; carried unanimously.

Terri L. Pfister, MMC Spokane City Clerk

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	1/4/2021
01/11/2021		Clerk's File #	ORD C36003
		Renews #	
Submitting Dept	CUSTOMER EXPERIENCE	Cross Ref #	
<b>Contact Name/Phone</b>	CARLY CORTRIGHT 6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	5700 - SMC 10.39 SPECIAL EVENT ORDINANCE		

#### **Agenda Wording**

Updates to City's special event ordinance, including changes to application fee and public safety cost recovery structure, as well as language updates to provide clarity on issuing authority and appeals process.

#### Summary (Background)

The current code requires 100% cost recovery for public safety staffing at special events unless otherwise waived by Mayor or Council. The new tiered structure aims to provide more transparency and equality for events. The new application fee structure also aims to address the time spent by City staff coordinating events. Updates were also made to align with business practice regarding issuing authority for events in ROW vs Parks as well as appeals process if application denied.

Lease? NO Gr	rant related? NO	Public Works? NO		
<b>Fiscal Impact</b>		<b>Budget Account</b>		
Select \$		#		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		<b>Council Notification</b>	5	
Dept Head	CORTRIGHT, CARLY	Study Session\Other	PSCHC 12-7-20	
Division Director	ALEXANDER, CUPID	Council Sponsor	Lori Kinnear/Candace	
			Mumm	
<u>Finance</u>	WALLACE, TONYA	<b>Distribution List</b>		
<u>Legal</u>	PICCOLO, MIKE			
For the Mayor	ORMSBY, MICHAEL			
<b>Additional Approvals</b>	<u>5</u>			
Purchasing				
	NG OF THE ABOVE			
ORDINA	NCE HELD ON			
AND FURTHER ACTION WAS DEFERRED				
Ven Lonto				
CITY CLERK				

# **Briefing Paper**

# Public Safety and Community Health Committee

Division & Department:	NHHS - ONS		
Subject:	SMC 10.39 Changes		
Date:	12/7/20		
Contact (email & phone):	Mary Muramatsu, mmuramatsu@spokanecity.org, 625-6289		
City Council Sponsor:	Lori Kinnear		
Executive Sponsor:	Carly Cortright		
Committee(s) Impacted:	Public Infrastructure and Environmental Sustainability		
Type of Agenda item:	Consent Z Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget;		
Strategic Initiative:	Finance and Administration, Public Safety and Community Health		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the SMC Changes		

Background/History:

SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact.

Per a Finance and Administration Committee meeting in February of 2020, we are updated SMC 10.39 to reflect a tiered approach to cost recovery that creates better balance between events. The tiers are community events (defined as parades that are open for the community to attend), legacy events with economic impact (Bloomsday, Hoopfest, and Pig Out in the Park), and all other events. The one exception will be for demonstration events which are already capped in the SMC to \$500 maximum cost recovery. The cost recovery model will be 25% for community events, 50% for events with economic impact, and 75% for all other events. This model will only increase our total cost recovery from approximately 37% to 44% (approximately \$27,000), but does create a more equitable approach where every event is both required to cover at least some portion of public safety costs, but every event also has part of the cost waived.

In making these changes to SMC 10.39, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.

#### Executive Summary:

- Proposed change to SMC 10.39 for cost recovery for public safety in the right of way; instead of 100% cost recovery, cost recovery would be tiered based on type of event
  - Tiers: 25% for community events such as parades, 50% for three legacy events (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events

<ul> <li>For the community events, this 25% cost recovery would be phased over two year; the first year would be 12.5%. This would be recognized via an MOU</li> <li>Clean-up other language in SMC 10.39 to provide greater clarity on permit issuance by Police Chief/designee and Parks Director/designee, as well as hearing process for permit denials.</li> </ul>				
Budget Impact:				
Approved in current year budget? 🛛 Yes 🗌 No 🗌 N/A				
Annual/Reoccurring expenditure? 🛛 Yes 🛛 No 🗌 N/A				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact:				
Consistent with current operations/policy? $\square$ Yes $\square$ No $\square$ N/A				
Requires change in current operations/policy? 🛛 Yes 🛛 No 🗌 N/A				
Specify changes required:				
Known challenges/barriers:				

## ORDINANCE NO. C-36003

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070.

**NOW**, **THEREFORE**, the City of Spokane does ordain:

Section 1. That Chapter 10.39 SMC is amended to read as follows:

#### Chapter 10.39 Special Events ((- Parades - Demonstrations))

Section 2. That SMC 10.39.010 is amended to read as follows:

#### 10.39.010 Definitions

- A. "Applicant" is the person ((-representing the entity, group or association who has the authority from the same to apply for the special event permit.)) applying for the special event permit on their own behalf or on behalf of a group.
- B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
- <u>C.</u> <u>"Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).</u>
- ((<del>C.</del>)) <u>D.</u> "Commercial special event" means any special event organized and conducted by any person <u>or group</u> that does not qualify as a tax-exempt nonprofit organization.
- ((<del>D.</del>)) <u>E.</u> "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
- ((E.)) <u>F.</u> "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.

((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))

- ((<del>F.</del>)) <u>G.</u> "Float" is any decorated parade entry.
- <u>H.</u> <u>"Issuing Authority" means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.</u>
- <u>I. "Legacy Event" is a large-scale event with the following attributes:</u>
  - a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
  - b. <u>brings a significant and sustained economic benefit to the City of Spokane,</u> <u>as independently-verified through increased revenues to the City,</u>
  - c. <u>brings improved infrastructure and increases amenities to the areas</u> <u>surrounding the event.</u>

A determination of what qualifies as a "legacy event" is made by the issuing authority.

((G.)) <u>J.</u> "Noncommercial special event" means:

- 1. ((any special )) special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
- 2. ((a special)) <u>special</u> event whose principal purpose is expressive activity and <u>does not involve</u> fundraising.
- ((H.)) <u>K.</u> "Outdoor concert" is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.
- ((+)) <u>L.</u> "Parade" is any organized group marching or in procession, whether on foot, animal or vehicle.
- ((J-)) M. Special event" is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

((J. Special event" is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on

public property or facilities and the provision of City public safety services in response thereto.))

((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))

- ((K.)) <u>N.</u> "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.
- ((L."Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))
  - Section 3. That SMC 10.39.020 is amended to read as follows:

# 10.39.020 Special Event Permit Approval Required

- A. No person or group may sponsor, promote or conduct a special event within the City that involves the use of or impacts public property or a city park without a permit under this chapter. ((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))
  - 1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
  - 2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
  - 3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
  - 4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.
  - ((B. The permit under this chapter is in the nature of class III licenses as provided in <u>chapter 4.04 SMC</u> issued by the chief of police and/or fire chief.))

Section 4. That SMC 10.39.030 is amended to read as follows:

# 10.39.030 Application Process

A. Time for Filing.

- 1. The application for special event permit shall be filed ((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event)) proposed special event.
- ((2.)) ((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))
- ((3))2. ((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.)) The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.
- B. Contents of Application.
- The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:
  - 1. the name, telephone number and address of the applicant or the principals of the applicant;
  - 2. the date and time of the event;
  - 3. the probable number of participants;
  - 4. the place or route of the event, including a map and written narrative of the proposed route;
  - 5. a description of all public ways proposed to be blocked;
  - 6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
  - 7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
  - 8. the number and location of portable sanitation facilities;
  - 9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;

- 10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- 11. a description of the types and number of vehicles to be used in the special event;
- 12. insurance and surety bond information;
- 13. any other additional information required by special event regulations.
- C. The date of the special event shall not be confirmed until the special event permit is issued.
- D. The application for a special event permit is deemed complete when the applicant has provided to the City issuing authority all of the information required by this chapter.

Section 5. That SMC 10.39.040 is amended to read as follows:

## **10.39.040 Conditions Affecting the Special Event Permit Process**

- A. ((The license officer may impose reasonable )) Reasonable and necessary conditions provided by this chapter on may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
  - 1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
  - 2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
  - 3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
  - 4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
  - 5. interfere with any other special event for which a permit has already been granted.
- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.

- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
  - 1. A permit is required from the Washington Liquor Cannabis Board.
  - 2. Beer garden must close by 10 PM.
  - 3. Liquor Endorsement must be included on insurance coverage.
  - 4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
  - 5. Clearly designated entrance/exit points.
  - 6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
  - 7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
  - 8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
  - 9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

# 10.39.050 Denial of Permit – Revocation of Permit

- A. <u>Denial.</u> An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. <u>Denial of the special event</u> permit shall be made in writing as soon as reasonably practicable.
- ((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))
- B. ((Revocation.))

<u>Revocation.</u> The ((license officer)) issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder. Section 7. That SMC 10.39.055 is amended to read as follows:

## 10.39.055 Violation

- A. If a person engages in activities defined in <u>SMC 10.39.010</u> without a current special event permit issued by the <u>issuing authority</u> ((<del>City of Spokane Police or Fire Department</del>)), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.070 is amended to read as follows:

10.39.070 Appeal of Denial or Revocation ((of Special Event Permit))

((A denial of a special events permit may be appealed pursuant to <u>SMC 4.04.100</u>.))

- A. <u>A person or group aggrieved by the denial or revocation of a special event permit</u> may appeal that decision to the City's Hearing Examiner by filing a written appeal stating the grounds for appeal.
- B. <u>The appeal must be filed with the City Clerk no later than fourteen calendar days</u> following the denial or revocation, and a copy of the appeal must be served on the issuing authority.
- C. <u>Upon filing of the appeal, the City Clerk shall forward the appeal to the City's</u> <u>Hearing Examiner pursuant to SMC 17G.050.070.</u>
- D. <u>Upon receiving an administrative appeal, the hearing examiner's office shall</u> schedule a hearing on the appeal with the appropriate parties within thirty days of the date of the appeal unless the parties agree to extend the appeal date past thirty days.
- E. <u>The appeal shall be conducted in accordance with the procedures set forth in SMC</u> <u>17G.050.320.</u>

Section 9. That SMC 10.39.090 is amended to read as follows:

# 10.39.090 Cost Recovery for Special Events

- A. Except when waived by the mayor or by city council resolution for any special event, the ((licensing officer)) issuing authority shall charge:
  - 1. an administrative processing fee ((of fifty dollars)) per event paid at the time of application in the amount of;

a. \$50 for Small Event (0-50 attendees),
b. \$100 for Medium Event (51-1000 attendees), and
c. \$250 for Large Event (1001-10,000 attendees), and
d. \$500 for Extra Large Event (10,001 or more attendees).

- the cost of the police officers and other City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event <u>as follows:</u> ((-))
  - a. 25% of these costs for parades, to be phased in at 0% in 2021 and 12.5% in 2022,
  - b. 50% of these costs for legacy events, and
  - c. 75% for all other events
  - 3. any park reservation fees associated with a special event.
- B. The fees and costs shall be estimated in writing by the ((licensing officer)) issuing authority and given to the applicant prior to the issuance of the special event permit.
- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.
- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
  - 1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
  - 2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of

the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 10. That SMC 4.04.020 is amended to read as follows:

# 4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
  - 1. peddling merchandise, and
  - 2. solicitation of money or things of value.
  - C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
    - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
    - 2. keeping of animals;
    - 3. building relocation;
    - 4. certain contracting;
    - 5. commercial use and sale of fireworks;
    - 6. private or special police;
    - 7. dealing in used goods;
    - 8. operating for-hire vehicles
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
  - 1. moving buildings;

- 2. operating cable television;
- 3. certain contracting;
- 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
- 5. distributing natural gas;
- 6. maintaining mechanical newspaper vendors;

((7. parades, special events, and demonstrations;))

- ((8-)) 7. operating telephone and telegraph equipment;
- ((9.)) 8. operating sidewalk cafes; and
- ((<del>10.</del>)) <u>9.</u> doing commercial tree work.

Section 11. That SMC 17G.050.070 is amended to read as follows:

# 17G.050.070 Jurisdiction

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:
  - 1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;
  - 2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes;
  - appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
  - 4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
  - 5. appeals from the community advisory board and SMC 10.23A.070;

#### 6. appeals from the denial or revocation of special event permits issued pursuant to Chapter 10.39 SMC.

- ((6-)) 7. decisions and interpretations of the fire official relating to the fire code;
- ((7.)) <u>8.</u> such other matters as the council may from time to time refer.

The hearing examiner may refer any matter pending before him or her to the plan commission whenever there is involved a major question of policy.

- C. The hearing examiner has such other powers as are necessary to carry out the intent of this chapter, including to conduct pre-hearing conferences, to require the submittal of information, to schedule and continue hearings, to rule on all evidentiary, procedural and other matters, and to prescribe regulations and rules of procedure for the conduct of hearings and other proceedings authorized by this chapter, subject to the approval of the city council.
- D. The hearing examiner may include in a decision any conditions of approval that are necessary to insure that the proposal complies with all applicable zoning code criteria and comprehensive plan policies and does not adversely affect surrounding property or the area.
- E. The hearing examiner may revoke an approved permit for failure to comply with any such conditions, upon application by City officials or individuals with standing under <u>chapter 17G.060 SMC</u>.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective