

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of 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 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 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 his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the 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 consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- 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 his or her 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 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative 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 time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 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 minutes to present his/her 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 thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

ADDENDUM



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 1, 2018

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

Staff requests motion to add the following item (OPR 2018-0628) to the Agenda:

- | | | | |
|-----|--|---------|---------------|
| 13. | Lease Agreement for 130 S. Arthur Street to establish an integrated social services site, which will serve as Spokane's Envision Center Demonstration Site from October 1, 2018, through September 20, 2020.
Alex Reynolds | Approve | OPR 2018-0628 |
|-----|--|---------|---------------|

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 1, 2018

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for October 1, 2018:

User Name: **COS Guest**

Password: **pNg2536Q**

Please note the space in user name. Also, both user name and password are case sensitive

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

1. **Value Blanket Renewals for the Waste to Energy Facility with:** **Approve All**
 - a. **Atlas Copco (Arlington, VA) for compressor rentals during scheduled/unscheduled outages from January 1, 2019, through December 31, 2019—\$135,094.17 (incl. tax). (Fourth of four one-year renewals.)** **OPR 2016-0819
BID 4066-16**
 - b. **Brenntag Pacific, Inc. (Spokane Valley, WA) for anhydrous ammonia and phosphoric acid from January 1, 2019, through December 31, 2019—\$558,906.27 (incl. tax). (Fourth of four one-year renewals.)** **OPR 2016-0818
BID 4057-14**
 - c. **Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon from December 2, 2018, through December 3, 2019—\$83,721.60 (incl. tax). (Third of four one-year renewals.)** **OPR 2015-0963
BID 4174-15**
 - d. **Applied Industrial Technologies (Spokane, WA) for purchase of conveyor belts from January 1, 2019, through December 31, 2019—\$150,000 (incl. tax). (Third of four one-year renewals.)** **OPR 2015-0908
RFB 4168-15**

- | | | |
|--|----------------|--------------------------------------|
| <p>e. Helfrich Brothers Boiler Works (Lawrence, MA) for purchase of boiler tubes from October 1, 2018, through September 30, 2019—\$650,000 (incl. tax). (Fourth of four one- year renewals.)</p> | | <p>OPR 2014-0755
BID 4074-14</p> |
| <p>f. Graymont Western US, Inc. (Salt Lake City, UT) for purchase of high calcium quicklime from December 2, 2018, through November 30, 2019—\$1,400,647.68 (incl. tax). (Fourth of four one-year renewals.)</p> | | <p>OPR 2014-0871
BID 4064-14</p> |
| <p>2. Value Blanket Amendment with Northstar Chemical (Tacoma, WA) to provide additional funding for purchase of sodium hydroxide 50% membrane (caustic soda) for the Waste to Energy Facility from February 1, 2018, through January 21, 2021— increase of \$157,750.</p> | <p>Approve</p> | <p>OPR 2018-0038
RFB 4418-17</p> |
| <p>3. Contract Amendments with:</p> | <p>Approve</p> | |
| <p>a. WM Winkler Company (Newman Lake, WA) for design and installation of the portable lime system concrete slab—increase not to exceed \$5,914.56. Total contract amount: \$59,154.56.</p> | | <p>OPR 2017-0861
WTE 17-029</p> |
| <p>b. Anatek Labs, Inc. (Spokane, WA) for bacteriological and chemical groundwater analysis and adding \$34,027 (Solid Waste only) for additional landfill testing requirements.</p> | | <p>OPR 2016-0784
RFP 4259-16</p> |
| <p>4. Contract Addendum with Knight Construction & Supply, Inc. (Deer Park, WA) for additional work needed for mechanical and electrical installation of a portable lime system—increase of \$15,786. Total contract amount: \$90,319.23 (incl. tax).</p> | | <p>OPR 2017-0860
WTE 17-030</p> |
| <p>5. Contract with Empire Boiler, LLC (Coeur d’Alene, ID) for removal and replacement of the spray dryer absorber penthouse flooring at the Waste to Energy Facility beginning September 24, 2018, through August 31, 2019—not to exceed \$110,000 (incl. tax).</p> | <p>Approve</p> | <p>OPR 2018-0596
WTE 18-008</p> |
| <p>6. Contract Amendment with Collette Leland and the firm Winston Cashatt (Spokane, WA) to provide representation in an arbitration involving a contract dispute with IMCO Construction Co.—increase of \$75,000. Total contract amount: \$174,000.</p> | <p>Approve</p> | <p>OPR 2018-0072
ENG 2014805</p> |
| <p>7. Development Agreement between the City and Ridpath Club Apartments, LLC (Spokane, WA)</p> | <p>Approve</p> | <p>OPR 2018-0597</p> |

relating to development and renovation of the Ridpath Hotel and relating to certain public infrastructure costs—\$107,864.

- | | | | |
|-----|---|------------------------------------|------------------------------|
| 8. | Three-Year Master Software Services Agreement, with option for two one-year extensions, with Rubicon Global, LLC (Atlanta, GA) for solid waste collections management and telematics system for 100 Solid Waste Collection vehicles—\$292,063 (plus tax) for the first year. | Approve | OPR 2018-0598
BID 4430-18 |
| 9. | Accept funding from Washington State Traffic Safety Commission for federal funding provided by United States Department of Transportation National Highway Traffic Safety Administration for traffic safety grant for DUI enforcement from October 1, 2018, through September 30, 2019—\$140,024. | Approve | OPR 2018-0599 |
| 10. | Agreement with K&L Gates, LLP. (Washington, D.C.) for federal lobbying services for the City of Spokane from October 1, 2018, through December 31, 2019—\$36,000. | Approve | OPR 2018-0600
RFP 4434-18 |
| 11. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2018-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through September 21, 2018, total \$10,875,104.88, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,495,380.12. | | |
| | b. Payroll claims of previously approved obligations through September 22, 2018: \$6,930,813.87. | | CPR 2018-0003 |
| 12. | City Council Meeting Minutes: September 17, 2018. | Approve
All | CPR 2018-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0083 Authorizing Investment of City of Spokane monies in the Local Government Investment Pool.
- RES 2018-0084 Permitting the use of unmanned aerial systems by the Spokane Police Department to safely and efficiently record and document crime scenes, search for missing people, locate reported campsites, and for officer safety tactical applications.

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Current Agenda for October 1, 2018
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The October 1, 2018, Regular Legislative Session of the City Council is adjourned to October 8, 2018.

NOTES

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

10/01/2018

<u>Date Rec'd</u>	8/31/2018
<u>Clerk's File #</u>	OPR 2016-0819
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	BID #4066-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 RENEW VALUE BLANKET FOR COMPRESSOR RENTALS FOR WTEF		

Agenda Wording

Renewal of value blanket with Atlas Copco of Arlington, WA, for compressor rentals during scheduled/unscheduled outages and as needed. January 1, 2019 - December 31, 2019, for cost of \$124,167.44 plus taxes of \$10,926.73 for a total of \$135,094.17.

Summary (Background)

The original valve blanket was for one year, with 4 additional one-year extensions. This is the 4th of those extensions. Compressor rentals are required for the WTE Facility during scheduled/unscheduled outages and as needed. Rental of these compressors will allow WTEF to support maintenance operations during routine and non-routine outages, as well as support operations for the WTEF in the event of compressor failure.

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

Expense	\$ 135,094.17	# 4490-44100-37148-54501
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PIES 9/24/2018
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rrinderle@spokanecity.org	
		rcopell@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket for compressor rentals for use at the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for value blanket renewal; without which the WTE facility would not be able to perform outages related maintenance.

Background/History:

Compressor rentals are required for the WTE Facility to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of compressor failure.

In November 2014, Atlas Copco, Arlington, WA, was the only response received in regards to RFB #4066-14 to provide compressor rentals for WTE facility.

Atlas Copco has agreed to renew the terms of the original bid and provide compressor rentals to WTE facility for an additional year; pricing remains unchanged.

Original Value Blanket was for 1 year with option of 4 one-year renewals. This is the 4th of 4 renewals. The cost of this renewal is \$124,167.44 plus taxes of \$10,926.73 equating to \$135,094.17; unchanged from the third option year.

Executive Summary:

- Renewal #4 of 4 for Compressor Rentals
- Term is from January 1, 2019 thru December 31, 2019
- Total annual cost \$135,094.17; which includes tax
- Pricing is unchanged for 4th option year
- Renewal would enable performance of maintenance operations during outages

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:
Known challenges/barriers:

Atlas Copco Rental



CITY OF SPOKANE SOLID WASTE DI

Project Name: 2019 Pricing
Quote Number: 04610048/0
Quote Date: 08/10/18
Expiration Date: 12/31/2019

Sustainable Productivity



Company: CITY OF SPOKANE SOLID WASTE
Contact: Mr. Rick Rinderle
Email: rrinderle@spokanecity.org

Customer #: USM577997
Tel: (509) 625-4657

Billing Address: ATTN ACCOUNTS PAYABLE
2900 S GEIGER BLVD
99224 SPOKANE
WA
US

Delivery Address: 2900 South Geiger Boulevard
99224 Spokane
WA
US

Your Atlas Copco Rental contact:

Name: Mike Norton
Mobile: +1 2063960403

Tel: (360) 530-2130
Fax: +1 (360) 530-2142

Dear Mr. Rinderle,

Atlas Copco Rental is the largest supplier of 100% oil-free compressors and related equipment in North America. Our diverse products can provide pressure from 5 psig to 1,200 psig provided in either electric or diesel driven packages, with pressure dew points down to -100 degree F. We offer a full line of accessories including dryers, nitrogen generators, boosters, manifolds, double walled fuel tanks, particulate discharge scrubbers, and hoses.

Atlas Copco Rental is pleased to announce that we have received a triple ISO Certification: ISO 9001, ISO 14001 and OHSAS 18001. This triple certification demonstrates our commitment to the quality of our services, our care for the environmental impact of our operations and the health and safety of our employees and customers. We are also pleased to announce that all of our 100% Oil Free air compressors have received the ISO 8573-1 Class Zero Certification. This is an independently lab tested classification, guaranteeing no oil in the air.

Thank you for your interest in Atlas Copco Rental's program for factory direct 100% oil-free air compressors. As per your request for a quotation, we are pleased to offer the following proposal for your consideration.

Freight is calculated at \$125.00 per hour port to port

Yours sincerely,

Mike Norton
District Manager - Northwest

Atlas Copco Rental North America

Atlas Copco Rental LLC
18930 66th Avenue NE
Arlington, WA 98223

Telephone: +1 2063960403
Fax: +1 (360) 530-2142
Toll-free: +1 (800) 736-8267
www.atlascopcorental.com

Price Tables

Rental Product	Quantity	Daily Rate \$	Weekly Rate \$	Monthly Rate \$
OFA-PTS916-1600CFM 150PSI 0-8 hours	1	1.828,94	4.755,67	12.840,19
Line Total		1.828,94	4.755,67	12.840,19
OFA-PTS916-1600CFM 150PSI 8-16 hours	1	2.926,30	7.609,07	20.544,31
Line Total		2.926,30	7.609,07	20.544,31
OFA-PTS916-1600CFM 150PSI 9-24 hours	1	3.840,77	9.986,90	26.964,41
Line Total		3.840,77	9.986,90	26.964,41
AIR DRYER 1500 CFM 150PSI	1	698,00	1.815,00	4.900,00
Line Total		698,00	1.815,00	4.900,00
EQUIPMENT TRAILER-40'-48'	1	242,00	630,00	1.700,00
Line Total		242,00	630,00	1.700,00
AIR RECEIVER 1000 GALLON	1	145,00	376,00	1.015,00
Line Total		145,00	376,00	1.015,00
3" X 25' STD PRESSURE	1	38,00	100,00	270,00
Line Total		38,00	100,00	270,00
3" X 50' STD PRESSURE	1	68,00	178,00	480,00
Line Total		68,00	178,00	480,00
Rental Total				
Net Rate		9.787,01	25.450,64	68.713,91
Environmental Rate		30,00	75,00	135,00
Rental Rate		11.187,19	29.088,73	78.468,86

Atlas Copco Rental North America

Atlas Copco Rental LLC
18930 66th Avenue NE
Arlington, WA 98223

Telephone: +1 2063960403
Fax: +1 (360) 530-2142
Toll-free: +1 (800) 736-8267
www.atlascopcorental.com

Commercial Terms and Conditions

Quote Validity	This quote expires in 90 days.	
Payment Terms	Net 30	
Transport	Not included, unless mentioned above. Excess driver unloading and loading wait time charges may occur. If Atlas Copco Rental has to mobilize compressors from another site, we will require a purchase order. If the job is canceled, all mobilization charges incurred shall be invoiced against the purchase order. Equipment subject to availability upon receipt of order.	
On-site Service	Not included, unless mentioned above. Atlas Copco Rental can supply a fully trained service technician to take over the complete operation and responsibility of the units. Our service rate will be \$130.00 per hour straight time, \$195.00 per hour for overtime. "On call stand by" time will be billed at straight time rates. Travel and living expenses will be billed at actual cost.	
Billing Periods	The daily rate will cover a 1 to 3-day rental period. After 3 days, the weekly rate will apply. The weekly rate will cover a 7-day rental period. After 3 weeks, the monthly rate will apply. The monthly rate will cover a 28-day rental period. Additional shift usage rates may apply on some Equipment based on hours of operation. Some specialized Equipment may have different minimum rental requirements. Refer to rental rates exhibit for details.	
Overtime Charges	For all Equipment which have meters to record hours of operation, the basic daily, weekly, 4-week rental entitles Renter to a maximum of one-shift use based on an 8-hour day, 40-hour week, 160 hours for 4 weeks. In the event that Equipment is used longer than the above specified time for any period, rental charges shall be payable as follows: (a) the rate for a day on a daily rental where usage is between 8 to 16 hours, the rental rate shall be 1.6 times the daily rate, and the rate for a particular day on a daily rental where usage is in excess of 16 hours, the rental rate shall be 2.1 times the daily rate; (b) the rate for a calendar week on a weekly rental where usage is between 40 to 80 hours, the rental rate shall be 1.6 times the weekly rate, and the rate for a calendar week on a weekly rental where usage is more than 80 hours, the rental rate shall be 2.1 times the weekly rate; (c) the rate for a 4-week period on a 4-week rental where usage is between 160 to 320 hours, the rental rate shall be 1.6 times the monthly rate, and the rate for a 4-week period on a 4-week rental where usage is in excess of 320 hours, the rental rate shall be 2.1 times the monthly rate.	
Refueling	Diesel compressors will be delivered with 3/4 of a tank of #2 diesel fuel on board and must be returned with 3/4 of a tank of #2 diesel fuel. Please be aware the Tier 4 Final diesel driven compressors take a special additive called DEF (Diesel Exhaust Fluid). The customer is responsible to supply and add DEF when needed, also if the DEF level drops past a certain point it will shut down the compressor. DEF should be available through local fuel or lubricants providers. When the Equipment is returned, in addition to the being returned 3/4 full of #2 diesel, DEF must also be filled or the customer will be charged. Atlas Copco Rental is pleased to offer a turn-key fuel solution whereby we will take over the responsibility of fueling our compressors. Please contact us for a quotation on this service.	
Electric Units	The customer is responsible to supply and hookup any electrical power as may be required to operate the equipment.	
Remittances Sent Via Mail /Courier:	First class mail should be address as follows: Atlas Copco Rental LLC Dept. 3243 PO Box 123243 Dallas, TX 75312-3243	Courier should be address as follows: Atlas Copco Rental LLC Box No. 893243 1501 North Plano Road, Suite 100 Richardson, TX 75081 Swift: NDEAUS3N ABA Routing #: 026010786 Beneficiary Account #: 8905413001
Remittances Sent Via Wire Transfer:	Wire Transfer should be address as follows: Nordea Bank Finland PLC - New York Branch 437 Madison Avenue New York, NY 10022 Ph: 212-318-9379	Beneficiary: Atlas Copco Rental, LLC 2306 South Battleground Road La Porte, TX 77571
General Terms and Conditions	The attached General Terms and Conditions for the rental of the equipment of Atlas Copco Rental LLC, are an integral part of the offer and will be applied.	

Atlas Copco Rental North America

Atlas Copco Rental LLC
18930 66th Avenue NE
Arlington, WA 98223

Telephone: +1 2063960403
Fax: +1 (360) 530-2142
Toll-free: +1 (800) 736-8267
www.atlascopcorental.com

Technical Data Sheets

PTS 916

100% Oil-Free Air Compressor
(Diesel-driven)



General Specification

Capacity	1600 cfm / 45.3 m ³ per min
Pressure range	10 ~ 150 psig / 0.7 ~ 10.3 barg
Overall length	17 ft 8 in / 569 cm
Overall width	7 ft 3 in / 221 cm
Overall height	7 ft 9 in / 236 cm
Shipping weight (wet)	18600 lb / 8437 kg
Fuel tank capacity	237 gal / 900 liters
Fuel consumed	25 gal per hr / 96 liters per hr
Sound pressure level	LPA: 75 dB(A) @ 23 ft / 7 m

Features

- Risk free = 100% oil free
- TUV-certified ISO 8573-1 Class 0
- Refinery safe
- Automatic fire suppression system
- Integrated after-cooler
- Easy to transport and hookup
- Easy onsite maneuver (wheels)
- Superior engine OEM
- Auto-start
- iAccess, remote monitoring

Optional Accessories

Air Dryers

Eliminates condensation

Nitrogen Generators

Produces on-site nitrogen gas from 95% to 99.5% purity

Air Accessories

Air receivers
Air heaters
After-coolers
Filters
Hoses
Manifolds

Miscellaneous

Trailers
Fuel Tank
Operator
Hot Air

* Subject to change without notice. Information is for guidance only; please contact your nearest rental office for application advice. Updated 04/2018.

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Toll-free phone number: 1-800-736-8267
Email: ACRNA.marketing@us.atlascopco.com
Visit us at www.atlascopcorental.com

ACR 1600

Air Dryer



General Specification

Capacity	1600 cfm / 45.3 m ³ per min
Minimum pressure	70 psig / 4.8 barg
Maximum pressure	180 psig / 12.4 barg
Overall length	9 ft 8 in / 294 cm
Overall width	8 ft 6 in / 259 cm
Overall height	8 ft 3 in / 252 cm
Shipping weight (wet)	8320 lb / 3774 kg
Electrical Input	120V, 1 PH, 60 Hz
In / out connections	3 in boss / cm
Dew Point	-40 to -100 °F / -40 to -73 °C

Features

- Eliminates 99% of water condensation
- Low pressure dewpoint
- Fully integrated piping system
- Specifically sized for rental oil-free compressors
- Easy to transport and hookup
- Forklift slots

Optional Accessories

Air Accessories

Air receivers
Air heaters
After-coolers
Filters
Hoses
Manifolds

Miscellaneous

Trailers
Electrical cable
Operator
Hot dry air

** Subject to change without notice. Information is for guidance only; please contact your nearest rental office for application advice. Updated 04/2018.*

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Email: ACRNA.marketing@us.atlascopco.com
Visit us at www.atlascopcorental.com

**ATLAS COPCO RENTAL LLC
RENTAL TERMS AND CONDITIONS**

1. General. As used herein, "Atlas Copco" means Atlas Copco Rental LLC. "Customer" means the entity renting any compressor and/or other equipment (collectively "Equipment") from Atlas Copco. This Rental Terms and Conditions document is hereinafter referred to as these "Rental Terms". **ATLAS COPCO'S RENTAL OF EQUIPMENT TO CUSTOMER IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO THESE RENTAL TERMS. ANY ACCEPTANCE OF ATLAS COPCO'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE RENTAL TERMS. ANY CUSTOMER TERMS OR CONDITIONS WHICH ADD TO, VARY FROM, OR CONFLICT WITH THESE RENTAL TERMS ARE HEREBY EXPRESSLY OBJECTED TO.** Any order to rent Equipment from Atlas Copco shall constitute Customer's assent to these Rental Terms. In the event a separate written agreement covering rental terms and conditions has been negotiated and mutually signed by authorized representatives of Atlas Copco and Customer and such agreement is applicable to the particular rental, it shall take precedence (to the extent of inconsistencies) and these Rental Terms will be supplemental to such agreement. Quotations may be withdrawn by Atlas Copco at any time before receipt of Customer's acceptance.

2. Rental Period. Unless agreed otherwise in writing, the rental period will begin on the date of pick up by Customer or shipment of the Equipment from Atlas Copco's facility and, unless sooner terminated as provided below, will continue in full force and effect for the minimum rental commitment period identified by Atlas Copco in its written quotation or until the Equipment is returned at Atlas Copco's facility during Atlas Copco's normal business hours, whichever occurs later (the "Rental Period"). A daily rental is twenty-four (24) hours. A weekly rental is seven (7) consecutive days. A monthly rental is twenty-eight (28) consecutive days.

3. Delivery and Return of Equipment. Unless otherwise agreed in writing, Customer will: (a) be responsible for all freight-related costs in both directions, (b) unload the Equipment from the carrier and install the Equipment, (c) un-install and load the Equipment onto the carrier, and (d) pay any and all applicable governmental fees and other ancillary charges related to transportation/delivery. Unless otherwise agreed in writing, Atlas Copco will select the carrier of the Equipment in both directions. Customer must contact Atlas Copco to request pick-up/return of the Equipment. In the event Customer returns the Equipment with less fuel than when the Equipment was delivered to Customer, Atlas Copco may charge a refueling fee. In the event the Equipment is not returned in a reasonably clean condition, Atlas Copco may charge a cleaning fee.

4. Force Majeure. If Atlas Copco is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, or delays by Atlas Copco's usual suppliers), the time of performance will be extended by the amount of time reasonably sufficient to make up for the delay.

5. Limitation of Liability. **UNDER NO CIRCUMSTANCES SHALL ATLAS COPCO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. ATLAS COPCO'S LIABILITY TO CUSTOMER UNDER ANY THEORY OF RECOVERY (ARISING FROM OR RELATED TO THE RENTAL, THE EQUIPMENT, THE SERVICE, AND/OR THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, BREACH THEREOF) SHALL BE LIMITED TO THE AMOUNT OF MONEY RECEIVED BY ATLAS COPCO FROM CUSTOMER FOR THE RENTAL OF THE PARTICULAR EQUIPMENT/SERVICE GIVING RISE TO THE CLAIM.** For purposes of this Section, the term "Atlas Copco" means Atlas Copco Rental LLC, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

6. Warranty. Customer acknowledges that rented Equipment is in a **USED CONDITION**. Atlas Copco warrants that Equipment is delivered in a mechanically operable condition, and any services performed by Atlas Copco will be performed in a workmanlike manner. If Equipment or services do not meet the above-stated warranties, Customer will promptly during the rental period notify Atlas Copco in writing and Atlas Copco will, at Atlas Copco's option, replace or repair the defective Equipment and re-perform the defective portion of service. At Atlas Copco's sole discretion, Atlas Copco may provide a pro-rata refund in lieu of such repair or replacement or re-performance of service.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE). ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. Correction of nonconformities as provided above set forth the exclusive remedies with respect to the quality of or any defect in any Equipment or service.

7. Customer Insurance Obligations - Commercial General Liability insurance, etc. Customer shall at all times during the rental period, at its expense, have and maintain: (a) Commercial General Liability insurance in an amount not less than \$2,000,000 each occurrence for bodily injury and property damage; (b) Automobile Liability insurance in an amount of \$2,000,000 combined single limit each occurrence; (c) Worker's Compensation insurance in accordance with applicable statutory law; (d) Employer's Liability insurance in an amount not less than \$1,000,000 for bodily injury each accident or disease.

For each insurance policy, the insurer shall be a reputable insurance company and the coverage shall be primary, and non-contributory. In the event of a loss, Customer shall cooperate with Atlas Copco and Customer's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. Customer's insurance obligations do not limit its ultimate liability under these Rental Terms.

8. Customer Insurance Obligations - Insurance for the Equipment. In addition to the insurance coverages stated above in Section 7, Customer shall at its expense insure the Equipment throughout the Rental Period with a reputable insurance company in an amount not less than the retail replacement value of the Equipment, which shall be determined by Atlas Copco. At the time of rental, Customer must provide to Atlas Copco a certificate of insurance evidencing insurance coverage for the Equipment and naming Atlas Copco Rental LLC as a loss payee and/or additional insured on said certificate. The coverage of the insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of Customer, its employees or agents or third parties, and other risk of loss customarily insured against in a commercial property loss policy. Coverage shall be primary and non-contributory. In the event of a loss, Customer shall cooperate with Atlas Copco and Customer's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. Customer's insurance obligations do not limit its ultimate liability under these Rental Terms. If Customer fails to provide the above-stated certificate of insurance for the Equipment at the time of rental, Customer will be charged for the Reduced Risk of Equipment Loss Option ("RRELO") in accordance with Section 9 below.

9. REDUCED RISK OF EQUIPMENT LOSS OPTION ("RRELO"). IF CUSTOMER FAILS TO PROVIDE THE ABOVE-STATED CERTIFICATE OF INSURANCE FOR THE EQUIPMENT AT THE TIME OF RENTAL, CUSTOMER WILL BE DEEMED TO HAVE ELECTED THE RRELO AND AGREES TO PAY THE ADDITIONAL CHARGES FOR THE RRELO IN ACCORDANCE WITH THIS SECTION. THE RRELO CHARGES WILL BE CHARGED ON THE RENTAL INVOICES. THE TOTAL CHARGES FOR THE RRELO WILL BE EQUAL TO FOURTEEN PERCENT (14%) OF THE TOTAL RENTAL

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CHARGES. CUSTOMER IS FULLY RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO THE EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS OF THE RRELO PLAN. For further information on the RRELO plan, please visit <https://www.atlascopco.com/en-us/Rental>

10. Cancellation. Atlas Copco shall reserve the right to charge Customer for costs incurred for Customer's Equipment rental if Customer cancels its order prior to the start of the Rental Period.

11. Rental Rates; Payment; Fees. The rental rates are indicated by Atlas Copco in its written quotation. Unless otherwise agreed to in writing, if Atlas Copco provides any service, service charges will apply. Unless otherwise agreed to in writing, the payment terms are Net 30 days after Atlas Copco's invoice date. Amounts past due will bear interest at a monthly rate of 1.5% (18% per annum) or the maximum rate allowed by law, whichever is lower. Customer will pay all costs and expenses, including reasonable attorney's fees, incurred by Atlas Copco in collecting overdue amounts from Customer.

In the event Atlas Copco's Equipment is not allowed into Customer's site during an agreed time for any reason beyond Atlas Copco's control, Customer shall pay any expenses incurred by Atlas Copco for wait time plus five percent (5%). It is expressly agreed that if the rental period exceeds twelve (12) calendar months, the rental rates are subject to a price escalation up to a maximum of 5% over the preceding rental rate, unless otherwise agreed to by the parties. Atlas Copco shall provide Customer with thirty (30) days written notice prior to any price escalation, which shall take effect on Customer's next billing cycle.

12. Taxes. Taxes are not included in any price or rate, unless the price or rate specifically lists the tax as a line item. Customer is responsible for all applicable taxes (except any taxes on Atlas Copco's income) and governmental fees. If sales tax, use tax, or other taxes in addition to any listed specifically as part of the stated price or rate are imposed on Atlas Copco, Customer agrees to pay them or reimburse Atlas Copco.

13. Environmental Fees. Atlas Copco charges an Environmental Fee in connection with rental of certain machines. The Environmental Fee is not collected on behalf of any government agency. The Environmental Fee has been established by Atlas Copco to offset its direct and indirect environmental related expenses. The Environmental Fee (if any) shall be charged as follows: (a) Daily rentals: \$10 per day (per machine); (b) Weekly rentals: \$25 per week (per machine); (c) Monthly rentals: \$45 per month (per machine). These fee amounts are subject to change.

14. Use and Maintenance/Access. Customer will perform routine maintenance on the Equipment in compliance with Atlas Copco's instructions, except for any specific maintenance that Atlas Copco has agreed to perform in writing. Without limiting the generality of the foregoing, Customer will, at Customer's expense, perform daily observations of the oil level, Diesel Exhaust Fluid ("DEF") level, where applicable, and the fuel level and add oil, DEF and fuel of the specified and approved types as necessary to maintain the oil, DEF and fuel levels within the proper ranges. Additional maintenance related Customer responsibilities are set forth in Atlas Copco's written quotation. Unless expressly agreed otherwise by Atlas Copco, Customer may not perform Equipment repairs. Customer may not install, store, operate, use, or maintain the Equipment improperly or in violation of any applicable law or regulation. Only properly trained authorized individuals, who are not under the influence of drugs or alcohol or otherwise impaired, may use, operate, and maintain the Equipment. Should the Equipment become unsafe, malfunction, or require repair, Customer must immediately cease the use and notify Atlas Copco. Customer shall provide Atlas Copco necessary access to the Equipment to perform required maintenance and/or to swap out the Equipment for proscribed service. **IN THE EVENT CUSTOMER FAILS TO COMPLY WITH THE PROVISIONS OF THIS SECTION, CUSTOMER AGREES TO INDEMNIFY AND HOLD ATLAS COPCO HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSES, AND DAMAGES ARISING FROM THE FAILURE AND TO REIMBURSE ATLAS COPCO FOR ANY COSTS INCURRED TO REMEDY THE CONSEQUENCES OF SUCH FAILURE.**

15. Site Safety. Atlas Copco and Customer acknowledge that if Atlas Copco will be on Customer's site, each party will comply with all applicable Federal, State, and local health or safety laws and regulations. If Customer requests that Atlas Copco comply with Customer's on-site health/safety programs or procedures, Atlas Copco will comply with those safety programs or procedures that have been provided in advance with reasonable opportunity to review to the extent applicable to the scope of service. Neither party's safety-related obligations nor responsibilities under any law or regulation (including OSHA) will be transferred, in whole or in part, to the other party.

16. Ownership of Equipment. Customer acknowledges that the Equipment is the property of Atlas Copco. Customer may not sub-rent, loan, assign, alter, or dispose of the Equipment. Customer may not tamper with, cover, remove, or deface any serial number, plate or marking (including but not limited to any Atlas Copco logo) on the Equipment. The Equipment is, and will at all times remain, personal property regardless of its use or manner of attachment to any personal or real property. Customer will keep the Equipment free and clear of all liens, levies, and encumbrances. Atlas Copco may, upon reasonable notice, inspect the Equipment during regular business hours.

17. Remote Monitoring. Atlas Copco may install remote data monitoring devices for the Equipment, and/or use the Equipment's existing remote data monitoring devices (if any). Atlas Copco (and/or certain authorized Atlas Copco contractors) may at any time (but shall not be obligated to) monitor, access, view, and/or use the data for the purposes of monitoring the location of the Equipment, helping determine the condition and status of the Equipment, helping service scheduling, and/or potentially increasing overall customer service. Atlas Copco shall use commercially reasonable efforts to prevent unauthorized disclosure of the data. Atlas Copco reserves the right to terminate, suspend, and/or modify the remote monitoring at any time in whole or in part. Any remote monitoring is provided "AS IS" and "AS AVAILABLE", with no warranty of any kind. **ATLAS COPCO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, AND OTHERWISE) RELATING TO REMOTE MONITORING, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.** Without limiting the generality of the foregoing, Atlas Copco hereby expressly disclaims all warranties regarding the reliability, accuracy, functionality, completeness, up-time, security, timeliness, and/or performance including but not limited with respect to any remote monitoring and/or any related software, hardware, technology, data, transmission, network, and application.

18. Risk of Loss. Customer is responsible for all risk of loss to the Equipment during the Rental Period. Customer is solely responsible for and agrees to pay Atlas Copco the full replacement value for replacing and/or repairing damage to the Equipment from any cause whatsoever, and further agrees to pay Atlas Copco all expenses for loss of use (calculated at the relevant rental rate), claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by Atlas Copco to recover the Equipment and establish damages, regardless of fault or negligence of the Customer or any person, and regardless if damages are the result of an Act of God. Notwithstanding the foregoing, the Customer is not responsible for damage or loss to the Equipment to the extent that the same is caused by (a) a latent defect in the Equipment, (b) failure of Atlas Copco to properly perform its agreed-upon maintenance on the Equipment, or (c) any act or omission of Atlas Copco. In the alternative, Customer may elect the RRELO by electing the benefit provided in Section 9 (RRELO), in writing, at the time of entering into this rental agreement.

19. Notice of Damage, Loss or Accident. Accidents, loss, theft, damage or failure of the Equipment must be reported immediately by telephone and within 24 hours in writing to the Atlas Copco facility where the Equipment was rented and to the public authorities (where required by law or by Atlas Copco). Customer and its employees or agents must provide Atlas Copco and the public authorities with complete information and assistance in the investigation and prosecution of any matter arising from the accident, loss, theft or damage, including the immediate delivery of every process, pleading or paper relating to any claims, suits and proceedings, and must cooperate with Atlas Copco in all manners connected with any claims or suits.

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20. Location of the Equipment. Customer may not move the Equipment from Customer's address or location indicated in the rental agreement without prior written notice to Atlas Copco. In no event may Customer move the Equipment outside the United States.

21. Default. Customer will be in default if Customer: (a) fails to pay any rent when due, (b) breaches any material term of these Rental Terms, (c) becomes insolvent or ceases doing business or is designated as the debtor in a petition for bankruptcy filed by or against Customer, or (d) defaults on any other agreement with Atlas Copco. In the event of Customer's default, Atlas Copco may peaceably enter Customer's premises without legal process or liability to render the Equipment inoperable or remove the Equipment. Atlas Copco may also terminate the rental agreement without notice to Customer and without prejudice to any other claims Atlas Copco might have against Customer, and Customer will remain liable for any loss or damage to the Equipment notwithstanding the termination. Customer agrees to pay Atlas Copco all monies due for the remainder of the rental term as liquidated damages and not as a penalty. Atlas Copco's remedies provided herein are not exclusive, but are cumulative to all other remedies existing by law and/or in equity.

22. Intellectual Property. No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Customer. No drawings, designs, specifications, or anything else provided by Atlas Copco will be deemed to be "work made for hire" as that term is used under the U.S. Copyright Act.

23. Confidentiality. In connection with the rental and/or performance hereunder, Atlas Copco and Customer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (b) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (c) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (a) to use the Confidential Information only as authorized in these Rental Terms or as otherwise authorized in writing by the Disclosing Party to the Receiving Party, and (b) to take reasonable measures to prevent disclosure of the Confidential Information. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to the Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. This Section 23 survives any expiration/termination of the contract.

24. Miscellaneous.

24.1. THESE RENTAL TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN ATLAS COPCO AND CUSTOMER WITH RESPECT TO THE TERMS AND CONDITIONS, AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS NEGOTIATIONS, COMMUNICATIONS, AND ORAL OR WRITTEN STATEMENTS REGARDING THIS SUBJECT MATTER.

24.2. This agreement cannot be superseded, amended, or modified except by an agreement signed by representatives of each party. In no event will any Customer-issued boilerplate/pre-printed purchase order or document be considered a negotiated agreement regardless of whether it is signed by Atlas Copco.

24.3. Neither party may assign or transfer the rental agreement in whole or in part without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence will be void. Irrespective of the foregoing, Atlas Copco may, without consent, assign the rental agreement to any of its affiliates and may use sub-contractors.

24.4. The provisions of these Rental Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Rental Terms (or portion thereof) is determined by a court to be unenforceable as drafted, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

24.5. Neither party's failure to enforce, nor its waiver of a breach of, any provision contained in these Rental Terms shall constitute a waiver of any other breach or of such provision.

24.6. All headings, captions and numbering in these Rental Terms are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

24.7. The validity, performance, and all other matters relating to the interpretation and effect of these Rental Terms or the Agreement will be governed by the laws of the U.S. State in which Atlas Copco's applicable rental facility is located (without regard to any conflict of laws principles).

24.8. The parties are independent contractors under this agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

24.9. All rights and obligations contained in these Rental Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns

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Rinderle, Rick

From: Michael Norton <michael.norton@us.atlascopco.com>
Sent: Friday, August 10, 2018 11:40 AM
To: Rinderle, Rick
Cc: David Sunde
Subject: RE: Fourth Option Year Pricing Kindly Sought (Customer # 577997)
Attachments: City Of Spokane 8 10 2018.pdf

Good afternoon Rick,

I have attached a quotation for 2019. I was able to continue using the current pricing through 2019. If you need any additional information let me know. We appreciate your business.

Best regards,

Mike Norton
Northwest District Manager

Atlas Copco Rental LLC

address: 18930 66th Avenue Northeast
Arlington, Washington
Postal Address: 98258

Phone: 360.530.2130 - Mobile: 206.396.0403 - Fax: 360.530.2142
E-mail: Michael.Norton@us.atlascopco.com

Visit Atlas Copco at: <http://www.atlascopco.com>
Follow us at: [Facebook](#) - [LinkedIn](#) - [Twitter](#) - [YouTube](#) - [Instagram](#)

Committed to sustainable productivity

From: Rinderle, Rick [mailto:rrinderle@spokanecity.org]
Sent: Monday, August 06, 2018 1:56 PM
To: Michael Norton <michael.norton@us.atlascopco.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Fourth Option Year Pricing Kindly Sought (Customer # 577997)

Atlas Copco Rental LLC
Address 18930 66th Avenue Northeast
Artington, Washington 98223

Mr. Micheal Norton,
Michael.Norton@us.atlascopco.com
(206)396-0403 Cell
(360)530-2125 Desk

Good Day Mr. Norton:

In regards to Bid 4066-14, Atlas Copco's response is attached; which was used to Generate Value Blanket VB300573, pertaining to compressor and related items.

Attached is the Third Option Year, VB300573-003 that is valid thru 12-31-2018 with Atlas Copco's unit pricing.

The City of Spokane, is looking at exercising the Fourth Option Year, that would span from 1/1/2019 thru 12/31/2019.

Michael, please respond advising if:

- Atlas Copco is interested in exercising the 4th Opt Yr that would span from 1/1/2019 -12/31/2019
- Atlas Copco's current unit pricing depicted below, that is valid thru 12/31/2018, would remain unchanged for the 4th Opt Yr that would span from 1/1/2019 – 12/31/2019.

Line Description	Qty	Shift	Daily Price each	Weekly Price each	Monthly Price each
OFA-PTS916-1600CFM 150PSI	1	8Hrs	USD 1,829.00	USD 4,756.00	USD 12,840.00
OFA-PTS916-1600CFM 150PSI	1	16Hrs	USD 2,926.00	USD 7,609.00	USD 20,544.00
OFA-PTS916-1600CFM 150PSI	1	24Hrs	USD 3,840.00	USD 9,987.00	USD 26,964.00
AIR DRYER 1500 CFM 150PSI	1	24Hrs	USD 698.00	USD 1,815.00	USD 4,900.00
EQUIPMENT TRAILER-40'-48'	1	24Hrs	USD 242.00	USD 630.00	USD 1,700.00
AIR RECEIVER 1000 GALLON	1	24Hrs	USD 145.00	USD 376.00	USD 1,015.00
3" X 50' STD PRESSURE	1	24Hrs	USD 68.00	USD 178.00	USD 480.00
3" X 25' STD PRESSURE	1	24Hrs	USD 38.00	USD 100.00	USD 270.00

Delivery Transportation Cost: TBD
Return Transportation Cost: TBD

Thanks in advance for your response, as it will take the City 10 – 12 Weeks to take needed actions in regards to exercising the 4th Opt Yr, upon receiving Atlas Copco's pricing response in regards to 4th Opt Yr that would span from 1/1/2019 thru 12/31/2019.

Customer # 57797

Respectfully awaiting feedback,

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

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

10/01/2018

<u>Date Rec'd</u>	9/7/2018
<u>Clerk's File #</u>	OPR 2016-0818
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	BID #4057-14
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4490 RENEWAL OF VALUE BLANKET FOR ANHYDROUS AMMONIA AND		

Agenda Wording

Renewal of Value Blanket (VB) for purchase of Anhydrous Ammonia and Phosphoric Acid for the WTE Facility (WTEF). January 1, 2019 thru December 31, 2019.

Summary (Background)

Anhydrous Ammonia and Phosphoric Acid are required for the operation of the WTEF. Brenntag Pacific, Inc., has agreed to provide both Anhydrous Ammonia and Phosphoric Acid with a price increase of 5.49% and 3.87% respectively, based on market conditions; Brenntag Pacific's pricing has remain unchanged from 2015 thru 2018. Continued deliveries of chemicals will allow for uninterrupted operations of WTEF. The Original VB was for 1 year with option of 4 one-year renewals; this is 4th renewal.

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

Expense	\$ 558,906.27	# 4490-44100-37148-53203
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PIES 9/24/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rrinderle@spokanecity.org	
		rcopell@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket for purchase of Anhydrous Ammonia and Phosphoric Acid for WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for value blanket renewal; without which the WTE facility would not be able to continue uninterrupted operations.
<p>Background/History: Anhydrous Ammonia and Phosphoric Acid are required for operations of WTE Facility. Brenntag Pacific, Inc., has agreed to provide both Anhydrous Ammonia and Phosphoric Acid with a price increase of 5.49% and 3.87 % respectively, based on market conditions; pricing has remained unchanged from 2015 thru 2018.</p> <p>Cost to provide WTE Facility these chemicals is \$558,906.27</p> <ul style="list-style-type: none"> • Anhydrous Ammonia \$407,069.25; inclusive of tax. • Phosphoric Acid \$151,837.02; Inclusive of tax. <p>Original Value Blanket was for 1 year with option of 4 one-year renewals; this is the 4th renewal.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Renewal # 4 of 4 Anhydrous Ammonia and Phosphoric Acid • Term is from January 1, 2019 thru December 31, 2019 • Price increase 5.49% for Ammonia and 3.87 % Phosphoric Acid • Pricing was unchanged from 2015 thru 2018 • Total annual cost inclusive of tax is \$558,906.27 • Renewal would allow for continued uninterrupted operations of the WTEF facility 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

From: Bob Long/Pacific/Brenntag [mailto:BLong@brenntag.com]
Sent: Wednesday, September 05, 2018 8:44 PM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Cc: Laura Tua/Pacific/Brenntag <LTua@brenntag.com>; Pauline Roberts/Pacific/Brenntag <PRoberts@brenntag.com>; Paine, David <dpaine@spokanecity.org>; Averyt, Chris <caveryt@spokanecity.org>
Subject: RE: Fourth Option Year Pricing Kindly Sought vb300558 (Customer # 506320)

Rick,

Thank you for your call the other morning. As I mentioned, anhydrous ammonia is a commodity chemical that fluctuates with market demands. Sometimes this fluctuation can be significant and can be tracked by the Green Markets Index for ammonia per the attached for August of 2017 and August of 2018. In this example, the range for ammonia in the PNW in August 2017 was \$350 - \$375/ton delivered, with the mid-point being \$362.50/ton. The range for ammonia in the PNW in August 2018 was \$420 - \$440/ton delivered, with the mid-point being \$430/ton. This is a difference of \$67.50/ton. This is more than 5%, so pricing would be reset for the next quarter. Also, along with chemical costs, there are also the fuel costs that fluctuate in accordance to the national diesel average per the following link at www.eia.gov/petroleum/gasdiesel/.

Index pricing will be reviewed Jan 1, 2019 for any product adjustments per the Green Markets index.

Also, upon further review with our phosphoric acid supplier, they are increasing the phosphoric acid 75% for 2019 by \$60/TN. However, Brenntag will maintain only a \$40/TN increase for next year as noted below. Attached is their price increase letter for reference.

I hope this answers your questions. Please let me know if you need anything else.

Regards,

Bob Long

PNW Branch Manager / DEF Sales Manager



Brenntag Pacific
5700 NW Front Ave
Portland, OR 97210
Cell: 610-781-7046
Email: blong@brenntag.com
<http://www.brenntagdef.com/>
<http://www.facebook.com/BrenntagDEF>
<http://twitter.com/BrenntagDEF>



From: Bob Long/Pacific/Brenntag [<mailto:BLong@brenntag.com>]
Sent: Saturday, September 01, 2018 10:01 AM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Cc: Laura Tua/Pacific/Brenntag <LTua@brenntag.com>; Pauline Roberts/Pacific/Brenntag <PROberts@brenntag.com>
Subject: RE: Fourth Option Year Pricing Kindly Sought vb300558 (Customer # 506320)

Hi Rick,

Sorry for the delay but we have received 2019 pricing back from our manufacturers for continued service to City of Spokane. The markets and fuel costs have moved slightly since last year.

Anhydrous Ammonia:	Pricing through 12/31/18	\$1,203/TN
	Pricing 1/1/2019 - 12/31/18	\$1,269/TN

For 2019, we reserve the right to adjust pricing on a quarterly bases per the Green Markets Fertilizer Dealer Report regional wholesale prices for anhydrous ammonia. Adjustments will only be made only if index has went up than 5% compared to previous quarter.

Phosphoric Acid, 75%	Pricing through 12/31/18	\$1034.80/TN
	Pricing 1/1/2019 - 12/31/19	\$1,074.80/TN

Regards,

Bob Long

PNW Branch Manager / DEF Sales Manager



Brenntag Pacific
5700 NW Front Ave
Portland, OR 97210
Cell: 610-781-7046
Email: blong@brenntag.com
<http://www.brenntagdef.com/>
<http://www.facebook.com/BrenntagDEF>
<http://twitter.com/BrenntagDEF>





AGRIBUSINESS

J.R. SIMPLOT COMPANY 1099 W FRONT STREET BOISE, IDAHO 83702

September 5, 2018

Dear Bob:

In order to continue to provide the quality and service you have come to expect from Simplot, we must continue to invest in our processes. Therefore, effective January 1, 2019 Simplot is increasing the price of Purified Phosphoric Acid (PPA) \$0.03/lb. This increase is due to cost escalations in raw materials, freight, fuel, energy and production costs.

City of Spokane

This increase will be implemented on orders shipped on or after January 1, 2019, regardless of order date. Pricing will be protected for calendar year 2019.

Simplot appreciates your business and we look forward to continuing as your supplier for your phosphoric acid needs.

Sincerely,

Jon Davidson
Area Manager

Fertilizer Dealer Report Regional Wholesale Prices

AMMONIA	8/24/2018	YEAR AGO
U.S. Gulf NOLA	311	165
Cornbelt.....	395-435	280-340
Northern Plains	420-425	310-350
Northern Plains DEL	435-445	285-340
Great Lakes.....	435-445	300-335
South Central	310-330	275-295
Southern Plains	300-375	210-275
California DEL	430	410
Pacific Northwest DEL	420-440	350-375
Eastern Canada mt CAD	605-625	460-470
Western Canada DEL mt CAD	585	495-505

AMMONIUM NITRATE	8/24/2018	YEAR AGO
U.S. Gulf NOLA	170-175	180-190
Cornbelt.....	265-275	255-265
Southeast.....	230	235-240
South Central	235-245	225-235
Southern Plains	230-235	220-225

AMMONIUM SULFATE	8/24/2018	YEAR AGO
U.S. Gulf NOLA	195-205	165-170
Cornbelt.....	225-255	210-230
Northern Plains	245-255	210-230
Northern Plains DEL	255-265	225-245
Great Lakes.....	245-260	215-230
Northeast DEL	245-260	225-235
Southeast.....	210	195-225
Southeast DEL	245-260	220-250
South Central	225-230	205-215
Southern Plains	200-230	175-205
California	260-275	245-255
Pacific Northwest	230-265	175-225
Pacific Northwest DEL	240-265	185-235
Eastern Canada mt CAD	440-445	340-360
Western Canada DEL mt CAD	390-400	340-350

UREA	8/24/2018	YEAR AGO
U.S. Gulf NOLA	287-295	200
Cornbelt.....	305-325	220-230
Northern Plains	310-320	220-230
Northern Plains DEL	340-345	230-240
Great Lakes.....	315-325	225-250
Northeast.....	325-335	235-240
Southeast.....	310-320	240-250
South Central	295-315	215-230
Southern Plains	320-330	225-235
California	340-360	295-310
Pacific Northwest	327-355	275-280
Eastern Canada mt CAD	440-450	365-410
Western Canada DEL mt CAD	475-495	370-390

UAN	8/24/2018	YEAR AGO
U.S. Gulf NOLA	5.00-5.31	3.91-4.13
Cornbelt.....	6.09-6.41	4.84-5.18
Northern Plains	7.50-7.86	5.32-5.54
Great Lakes.....	6.25-6.56	5.00-5.71
Northeast (Baltimore).....	6.09	5.00
Northeast (New York)	7.50	6.25
Southeast.....	5.78-6.19	4.84
South Central	5.63-6.09	4.84-5.31
Southern Plains	5.78-5.94	4.53-5.16
California	7.03-7.66	5.94-6.25
Pacific Northwest DEL	7.50-7.97	NA
Eastern Canada CAD	9.64-10.00	7.86-8.39
Western Canada DEL CAD	9.46-10.89	7.86-8.21

DAP	8/24/2018	YEAR AGO
Central Florida	410	330
U.S. Gulf NOLA	410-415	318-323
Cornbelt.....	435-450	345-355
Northern Plains	440-445	345-350
Great Lakes.....	440-450	350-363
Northeast.....	450	365
South Central	430-440	350-355
Southern Plains	435-445	350-355

MAP	8/24/2018	YEAR AGO
Central Florida	420	345
U.S. Gulf NOLA	420-424	323-325
Cornbelt.....	445-455	355-363
Northern Plains	445-460	355-385
Great Lakes.....	450-460	355-390
Northeast.....	440-457	375
Southern Plains	445-455	355-360
California DEL	520	445
Pacific Northwest DEL	495-510	415-430
Eastern Canada mt CAD	650-680	540
Western Canada DEL mt CAD	700-710	555-590

10-34-0	8/24/2018	YEAR AGO
Cornbelt.....	360-370	345-365
Northern Plains	365-375	330-340
Great Lakes.....	365-380	350-360
Northeast.....	404	375
Southern Plains	365-400	320-340
California	416-421	390-395
Pacific Northwest	397-412	360-375

16-20-0	8/24/2018	YEAR AGO
California	385-392	348-355
Pacific Northwest	369	330
Pacific Northwest DEL	362-372	323-333

PHOS. ACID	8/24/2018	YEAR AGO
California DEL	8.90	8.10
Pacific Northwest	8.40	7.60
Pacific Northwest DEL	8.90	8.10

POTASH	8/24/2018	YEAR AGO
Cornbelt.....	280-295	245-265
Northern Plains	285-295	242-247
Northern Plains DEL	300-310	260-270
Great Lakes.....	290-304	255-274
Northeast.....	290-295	260-270
Northeast DEL	300-310	265-275
Southeast.....	300-310	250-260
Southeast DEL	325-335	260-270
South Central	280-285	240-250
Southern Plains	280-295	240-250
Carlsbad	305-312	265-272
California	410-420	390-400
California DEL	415-425	395-405
Pacific Northwest	355-365	338-350
Pacific Northwest DEL	357-367	345-355
Eastern Canada mt CAD	420-425	395
Western Canada (mine) mt CAD	380-385	330-345
Saskatchewan USD/st	250-260	220-230

Fertilizer Dealer Report rotates full market report coverage of 12 North American regions. All US prices are USD per short ton at the wholesale level except UAN, which is USD per unit of nitrogen. To convert the UAN price to short ton, multiply the nutrient value (e.g., 28, 30, or 32) by the price shown. Cornbelt prices reflect both Eastern and Western Cornbelt regions. All Canada prices are CAD per metric ton unless stated otherwise. All prices are FOB unless stated otherwise. Prices listed on FOB basis are at plant gate, terminal, or pipeline points. Delivered (DEL) prices include transportation costs to the dealer's location or nearest railroad. Price quotes do not represent actual transactions, but represent market conditions as perceived by selected buyers and dealers. The price spreads shown are attributable to localized price differences within a region or differing sizes of purchase.

Fertilizer Dealer Report Regional Wholesale Prices

AMMONIA	8/25/2017	YEAR AGO
U.S. Gulf NOLA	165	227-232
Cornbelt.....	280-340	320-400
Northern Plains	310-350	340-360
Northern Plains DEL	285-340	375-395
Great Lakes	300-335	370-395
South Central	270-295	350-395
Southern Plains	220-260	290-330
California DEL	410	470
Pacific Northwest DEL	350-375	380-415
Eastern Canada mt CAD	460-520	565
Western Canada DEL mt CAD	495-505	540-550

AMMONIUM NITRATE	8/25/2017	YEAR AGO
U.S. Gulf NOLA	180-190	160-170
Cornbelt.....	255-265	245-250
Southeast.....	235-240	230
South Central	225-235	210-225
Southern Plains	220-225	240-245
Eastern Canada mt CAD	410	545

AMMONIUM SULFATE	8/25/2017	YEAR AGO
U.S. Gulf NOLA	165-170	175-180
Cornbelt.....	210-230	225-245
Northern Plains	210-230	215-220
Northern Plains DEL	225-245	220-225
Great Lakes	215-230	225-245
Northeast DEL	225-230	NA
Southeast.....	210-220	220-230
Southeast DEL	225-245	240-250
South Central	205-215	230-235
Southern Plains	175-205	195-230
California	245-255	270-300
Pacific Northwest	175-225	220-240
Pacific Northwest DEL	185-235	230-250
Eastern Canada mt CAD	360-425	370-380
Western Canada DEL mt CAD	340-350	345

UREA	8/25/2017	YEAR AGO
U.S. Gulf NOLA	195-200	183-196
Cornbelt.....	215-230	218-235
Northern Plains	220-225	220-230
Northern Plains DEL	230-240	250-260
Great Lakes	225-250	225-250
Northeast.....	235-240	235-240
Southeast.....	230-240	225-240
South Central	215-225	225-240
Southern Plains	225-230	215-225
California	295-310	300-320
Pacific Northwest	275-280	260-270
Pacific Northwest DEL	NA	280-290
Eastern Canada mt CAD	365-395	340-360
Western Canada DEL mt CAD	370-390	370-380

UAN	8/25/2017	YEAR AGO
U.S. Gulf NOLA	3.91-4.13	4.22-4.38
Cornbelt.....	4.84-5.18	5.31-5.63
Northern Plains	5.32-5.54	5.89-6.25
Northern Plains DEL	NA	6.61
Great Lakes	5-5.71	5.64-6.07
Northeast (Baltimore)	4.94	4.94-5.00
Northeast (New York)	6.25	6.25
Southeast.....	4.68-4.84	4.78-5.06
South Central	4.84-5.31	5.47-5.63
Southern Plains	4.38-5.16	4.84-5.00
California	5.94-6.25	6.41-6.56
Pacific Northwest DEL	NA	6.66-7.03
Eastern Canada CAD	7.86-9.00	8.04-8.93
Western Canada DEL CAD	7.86-8.21	8.75-9.29

DAP	8/25/2017	YEAR AGO
Central Florida	330	330
U.S. Gulf NOLA	320-324	320-327.50
Cornbelt.....	345-355	355-363
Northern Plains	345-350	350-355
Great Lakes	350-363	355-365
Northeast.....	365	365-373
South Central	345-355	350-360
Southern Plains	350-355	355-360

MAP	8/25/2017	YEAR AGO
Central Florida	345	345
U.S. Gulf NOLA	323-325	330-338
Cornbelt.....	355-363	360-365
Northern Plains	355-385	360-395
Great Lakes	355-390	365-390
Northeast.....	375	370-385
Southern Plains	355-360	360-365
California DEL	445	410-435
Pacific Northwest DEL	415-430	420-425
Eastern Canada mt CAD	540-585	570-576
Western Canada DEL mt CAD	555-590	575-585

10-34-0	8/25/2017	YEAR AGO
Cornbelt.....	345-365	360-400
Northern Plains	330-340	375
Great Lakes	350-360	NA
Northeast.....	375	425
Southern Plains	320-340	360-390
California	390-395	407-412
Pacific Northwest	360-375	355-389

16-20-0	8/25/2017	YEAR AGO
California	348-355	345-357
Pacific Northwest	330	NA
Pacific Northwest DEL	323-333	335-340

PHOS. ACID	8/25/2017	YEAR AGO
California DEL	8.10	8.45-8.65
Pacific Northwest	7.60	7.95
Pacific Northwest DEL	8.10	8.40-8.50

POTASH	8/25/2017	YEAR AGO
Cornbelt.....	245-265	220-235
Northern Plains	242-247	215-225
Northern Plains DEL	260-270	230-250
Great Lakes	255-274	225-237
Northeast.....	260-270	232-235
Northeast DEL	265-275	NA
Southeast.....	250-260	230-235
Southeast DEL	260-270	230-243
South Central	245-255	215-225
Southern Plains	245-250	215-225
California	390-400	350-360
California DEL	395-405	365-375
Pacific Northwest	338-350	310-320
Pacific Northwest DEL	345-355	310-320
Eastern Canada mt CAD	365-395	350
Western Canada (mine) mt CAD	330-345	300
Western Canada mt CAD	NA	315-330
Saskatchewan USD/st	220-230	200-210

Fertilizer Dealer Report rotates full market report coverage of 12 North American regions. All US prices are USD per short ton at the wholesale level except UAN, which is USD per unit of nitrogen. To convert the UAN price to short ton, multiply the nutrient value (e.g., 28, 30, or 32) by the price shown. Cornbelt prices reflect both Eastern and Western Cornbelt regions. All Canada prices are CAD per metric ton unless stated otherwise. All prices are FOB unless stated otherwise. Prices listed on FOB basis are at plant gate, terminal, or pipeline points. Delivered (DEL) prices include transportation costs to the dealer's location or nearest railhead. Price quotes do not represent actual transactions, but represent market conditions as perceived by selected buyers and dealers. The price spreads shown are attributable to localized price differences within a region or differing sizes of purchase.

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

10/01/2018

<u>Date Rec'd</u>	8/31/2018
<u>Clerk's File #</u>	OPR 2015-0963
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	BID #4174-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4490 RENEWAL OF VALUE BLANKET FOR PURCHASE OF ACTIVATED CARBON		

Agenda Wording

Renewal of Value Blanket with Cabot Norit Activated Carbon, Marshall, Texas, for purchase of activated carbon for use at WTE Facility. December 2, 2018 to December 1, 2019 for \$76,950.00 plus taxes of \$6,771.60 for a total of \$83,721.60.

Summary (Background)

Air Operating Permit for WTEF requires that the pollution control equipment reduce mercury, dioxin, and furans that could potentially be released into the atmosphere. Activated carbon injected into the flue gas aids in this reduction, and is required to be in compliance with Title V Air Operating Permitting. If pollution control equipment is not operating, the WTEF would have to shut down or risk violating permit conditions or potentially causing harm to the environment. This is 3rd of 4 renewals.

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

Expense	\$ 83721.60	# 4490-44100-37148-53203
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PIES 9/24/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rrinderle@spokanecity.org	
		rcopell@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket for the purchase of Activated Carbon for use at the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for value blanket renewal without which the WTE Facility will be out of compliance with Air Operating Permit
<p><u>Background/History:</u></p> <p>Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to be in compliance with the Title V of the Air Operating Permit.</p> <p>On October 8, 2015 the City issued RFB #4174-15 to procure activated carbon for use in the WTE facility. Six bids were received, Cabot Norit Activated Carbon, Marshall, TX, was selected as the lowest cost bidder.</p> <p>Cabot Norit Activated Carbon agreed to renew value blanket and provide activated carbon to WTE facility for an additional year; pricing remains unchanged.</p> <p>Original Value Blanket was for 1 year with options of 4 one-year renewals; this is the 3rd renewal.</p> <p>The cost of this renewal is \$76,950 plus taxes of \$6,771.60 for a total of \$83,721.60; pricing unchanged from second option year.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Renewal #3 of 4 for purchase of Activated Carbon Term is from December 2, 2018 thru December 1, 2019 Total annual cost is \$83,721.60; which includes taxes Pricing is unchanged for 3rd option year Renewal would enable compliance with the Air Operating Permit. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

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

Operations Impact:

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

Rinderle, Rick

From: Sally Adkisson <Sally.Adkisson@cabotcorp.com>
Sent: Friday, August 10, 2018 9:31 AM
To: Rinderle, Rick
Subject: RE: Second Option Year Pricing Kindly Sought VB300667 (Customer # 1003721)

Hi Rick,
No problem.
Thanks and hope you have a great weekend.

Sally

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Friday, August 10, 2018 11:29 AM
To: Sally Adkisson <Sally.Adkisson@cabotcorp.com>
Cc: Robert Angius <Robert.Angius@cabotcorp.com>
Subject: [EXTERNAL] RE: Second Option Year Pricing Kindly Sought VB300667 (Customer # 1003721)

Ms. Adkisson:

Please accept my apology, as I mistakenly made reference to 2nd opt year renewal in the below email; it should have **stated 3rd Opt Yr Renewal spanning from 12/2/2018 -12/1/2019, rather than 2nd Opt Yr Renewal spanning from 12/2/2018 -12/1/2019**

No action is required on your part, once again sorry for my error.

Respectfully,

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

From: Rinderle, Rick
Sent: Friday, August 10, 2018 9:12 AM
To: 'Sally Adkisson' <Sally.Adkisson@cabotcorp.com>
Cc: Robert Angius <Robert.Angius@cabotcorp.com>
Subject: RE: Second Option Year Pricing Kindly Sought VB300667 (Customer # 1003721)

Ms. Sally Adkisson,

Thank you for your quick response.

Truly appreciative,

Rick Rinderle, C.P.M.
Procurement Specialist

City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

From: Sally Adkisson [<mailto:Sally.Adkisson@cabotcorp.com>]
Sent: Friday, August 10, 2018 7:23 AM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Cc: Robert Angius <Robert.Angius@cabotcorp.com>
Subject: RE: Second Option Year Pricing Kindly Sought VB300667 (Customer # 1003721)

Hello Rick,
It is good to hear from you. Thank you for the offer to renew the current contract for FGL Powdered Activated Carbon. I am happy to confirm Cabot's agreement to renew for the Second Year effective 12/2/2018 thru 12/1/2019, under the same pricing as the current agreement - \$855 per 900 lb bulk bag including delivery to your facility in Spokane via minimum 18 bulk bag flatbed trailer loads.

Please let me know if there is any other information or documentation we can provide.

Best Regards,
Sally

Sally Adkisson
Inside Sales Manager

Cabot Norit Activated Carbon

T +1 903 935 4751
M +1 903 930 0290
E-mail: sally.adkisson@cabotcorp.com

3200 University Ave.
Marshall, TX 75670

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Tuesday, August 07, 2018 2:26 PM
To: Sally Adkisson <Sally.Adkisson@cabotcorp.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: [EXTERNAL] Second Option Year Pricing Kindly Sought VB300667 (Customer # 1003721)

Cabot Norit Activated Carbon

3200 University Ave.
Marshall, TX 75670

Sally Adkisson
Inside Sales Manager
T +1 903 935 4751
M +1 903 930 0290
sally.adkisson@cabotcorp.com

Good Day Ms. Adkisson:

Attached is the First Option Year (VB400667-001) to VB300667; the First Option Year is set to expire 12/1/2018 and remains current thru 12/1/2018.

The City of Spokane, is looking at exercising the Second Option Year, that would span from 12/2/2018 thru 12/1/2019.

(Customer #1003721)

Sally, would you please advise if:

- Cabot is interested in exercising the 2nd Opt Yr that would span from 12/2/2018 -12/1/2019
- Cabot's current unit pricing \$855 per 900 lb bag delivered for minimum 20 bag orders, as depicted below, would remain unchanged for the 2nd Opt Yr that would span from 12/2/2018 -12/1/2019

From: Sally Adkisson <Sally.Adkisson@cabotcorp.com>
Sent: Tuesday, September 19, 2017 12:25 PM
To: Rinderle, Rick
Cc: Robert Angius; Tauscher, Tia; Prince, Thea
Subject: RE: Pricing Feedback Sought VB300677; First Option Year (Customer #1003721)

Hello Rick,

Thank you very much for the offer to renew the below described contract for an additional one-year term. Cabot would like to renew; however, we must request a modest price increase as allowed by the contract Part II, Item 9. The increase request is in response to higher costs for Employee Wages, Employee Healthcare Benefits, Product Raw Materials – specifically lignite coal, packaging materials, and transportation.

- Price from 12/15/2015 through 12/1/2017 = \$828 per 900 lb bag including delivery
- Request adjusted price beginning 12/2/2017 through 12/1/2018 = \$855 per 900 lb bag including delivery for minimum 20 bag orders.

Please let me know if our request is acceptable.

Kind Regards,
Sally

Sally Adkisson
Inside Sales Manager

Cabot Norit Activated Carbon

T +1 903 935 4751
M +1 903 930 0290
E-mail: sally.adkisson@cabotcorp.com

3200 University Ave.
Marshall, TX 75670

Thanks in advance for your response, as it will take the City 10 – 12 Weeks to complete required actions to exercise the 2nd Opt Yr; upon receiving pricing that would span from 12/2/2018 -12/1/2019

Respectfully awaiting feedback,

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

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This e-mail and any attachments are for use by the intended recipient and may contain confidential, privileged or proprietary information. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone or e-mail and delete the original message. Thank you.

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

10/01/2018

<u>Date Rec'd</u>	8/31/2018
<u>Clerk's File #</u>	OPR 2015-0908
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	RFB #4168-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4490 RENEWAL OF VALUE BLANKET PURCHASE OF CONVEYOR BELTS FOR		

Agenda Wording

Renewal of value blanket with Applied Industrial Technologies, Spokane, WA, for purchase of Conveyor Belts for WTE facility. January 1, 2019 thru December 31, 2019 for a total not to exceed \$150,000 including taxes.

Summary (Background)

The WTE facility's ash handling system utilizes a conveyor belt that is 72 inches wide by 370 feet long. If this belt fails, the ash system must be shut down, resulting in WTE being shut down. To minimize the downtime, the City issued a request for bids to be able to purchase a replacement belts while the current belt is still in place.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 150,000		# 4490-44100-37148-53210
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u> PIES 9/24/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org
<u>Additional Approvals</u>		tprince@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	rrinderle@spokanecity.org
		rcopell@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Valve Blanket with for purchase of Conveyor Belts for the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure – Sustainability; Sustainable Resources – Sustainable Practices
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket renewal; without which the WTE Facility would not be able to continue uninterrupted operations.
Background/History: Conveyor Belt is utilized in WTE ash handling system. Belt is 72 inches wide by 370 long. Belt failure requires shut down of ash system which in turn requires shut down of the WTE facility. To minimize the downtime, the City issued a request for bids to be able to purchase replacement belts while the current belt is still in place. Applied Industrial Technologies, Spokane, WA, was the only response received to Request for Bids #4168-15, to provide immediate belt delivery upon being requested by WTE facility. Applied Industrial Technologies has local facilities to be able to store the belt until need to be installed. Installation of the belt will be solicited under a separate Request for Proposals. Applied Industrial Technologies has agreed to renew the terms of the original bid and provide belt(s) to the WTE facility for an additional year. Original Value Blanket was for 1 year with option of 4 one-year renewals. This is the 3rd of 4 renewals with a total cost not to exceed \$150,000.00 including taxes.	
Executive Summary: <ul style="list-style-type: none"> Renewal # 3 of 4 Conveyor Belt(s) Term is from January 1, 2019 thru December 31, 2019 Total annual cost inclusive of tax not to exceed \$150,000 Renewal would allow for continued uninterrupted operations of WTE Facility 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Rinderle, Rick

From: Turningrobe, Jason <jturningrobe@applied.com>
Sent: Thursday, August 09, 2018 8:45 AM
To: Rinderle, Rick
Subject: RE: Third Opt Year Pricing Sought; VB300750 Conveyor Belt

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category, Purple Category

Mr. Rinderle

In regards to VB300750-001, that is set to expire 12/31/2018.... (VB300750-002 was the second option year in regard to Bid 4168-15) Applied Industrial Technologies Spokane, would like to renew contract for the *current stocked belt* for an additional year, (Third Opt Year, that would span from 1/1/2019 thru 12/31/2019.)

- Belt #1's Unit Pricing will remain at \$40,407.53 (not including tax) until delivery is requested at Spokane Solid Waste Disposal

- Belt #2's Unit Pricing will remain at \$47,689.30 (not including tax) until delivery is requested at Spokane Solid Waste Disposal

If an additional belt is needed beyond the currently stocked (belt #2) anytime in the remainder of 2018 or 2019 due to possible increases in raw materials, and market volatility we will need to re-quote at that time.

Please feel free to contact me or Sean Stern with any questions.

Thank you for the opportunity to work with you on this project..

Sincerely

Jason Turningrobe

From: Rinderle, Rick [mailto:rrinderle@spokanecity.org]
Sent: Monday, August 06, 2018 1:22 PM
To: 'jturningrobe@applied.com'
Subject: FW: Third Opt Year Pricing Sought; VB300750 Conveyor Belt

Mr. Turningrobe.

Sorry, I mistyped your email addressed.

Rick Rinderle, C.P.M.

Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

From: Rinderle, Rick
Sent: Monday, August 06, 2018 1:16 PM
To: 'ssstern@applied.com' <ssstern@applied.com>
Cc: 'jturningrobe@appliede.com' <jturningrobe@appliede.com>; 'brozier@applied.com' <brozier@applied.com>; Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Third Opt Year Pricing Sought; VB300750 Conveyor Belt

Mr. Sean Stern, General Manager
Applied Industrial Technologies
Spokane, WA
PH 509-535-2955
FX 509-534-1290
SStern@applied.com

Good Day Mr. Stern:

In regards to Value Blanket VB300750, pertaining to Conveyor Belt, attached is VB300750-002 is the Second Option Year, that is valid thru 12/31/2018;
to date neither of the two belts have yet been requested to be delivered.

The City of Spokane is looking at exercising the Third Opt Year, that would span from 1/1/2019 thru 12/31/2019.

Please respond advising if:

- Applied is interested in Exercising the Third Opt Year
- Confirm Applied's Unit pricing as depicted below for Belt 1 and Belt 2 remain valid until delivery is requested; as previously agreed in attached VB300750-002.

- Belt #1's Unit Pricing will remain at \$40,407.53 (not including tax) until delivery is requested at Spokane Solid Waste Disposal

- Belt #2's Unit Pricing will remain at \$47,689.30 (not including tax) until delivery is requested at Spokane Solid Waste Disposal

- Applied shall ensure a belt is always stock on hand at Applied for immediate delivery to Spokane Solid Waste Disposal.

- After Belt 1 and Belt 2 have been requested and delivered at future points in time, at stated agreed unit pricing above...

- Please advise of unit pricing that could be expected to be incurred for additional belt(s).

Thanks in advance for your response, as it will take the City 10 – 12 Weeks to take needed actions in regards to exercising the Third Option Year, upon receiving Applied's response.

Respectfully,

Rick Rinderle, C.P.M.
 Procurement Specialist
 City of Spokane Solid Waste Disposal
 2900 S. Geiger Blvd
 Spokane WA 99224-5400
 Phone 509.625.6527
RRinderle@spokanecity.org

MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
<u>Brand: Goodyear</u> <u>American Made</u> <u>3 Ply / 375 Pounds Per Inch of Width</u> <u>Stacker 4X1 (implying 1/4 Top Cover and 1/16 Bottom Covering)</u> <u>Width 72 Inches x 370 Feet Long</u> <u>Belt Shall Be Rolled When Delivered</u> <p>Vendor shall own and store belt(s), at its cost, at a facility in the proximity to the City of Spokane Solid Waste Disposal, Waste To Energy Facility (WTEF), to enable vendor to provide immediate delivery 24 hours a day, 7 days a week, 365 days a year. Upon being requested by WTEF, Vendor shall provide immediately to WTEF. (Installation is not part of this requirement).</p> <p>Vendor shall only invoice upon WTEF taking possession of belt at 2900 S. Geiger Blvd, Spokane WA 99224-5400.</p>	RH RR m m m m m m m m	Continental with Nylon carcass
1. Deliveries shall be made to Shipping and Receiving, Waste to Energy Facility	m	
2. Delivery method is to be compatible with unloading equipment at delivery point - Waste to Energy Facility; Palletized To Enable Unloading via Forklift	m	
6. Deliveries shall be capable of being made immediately as requested by WTEF, 24 hours a day 7 days a week, 365 days a year. No can be no exceptions, as the WTEF operates 24 hours a day, 7 days a week, 365 Days a year.	m	

Notice required by law:
 This email may constitute an advertisement or solicitation under U.S. law. If you wish to opt out of receiving further email messages from Applied Industrial Technologies, 3301 Euclid Ave, Cleveland, Ohio 44115, Please click on this link to unsubscribe.

[Applied Industrial Technologies Email Subscription Management](#)

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

10/01/2018

<u>Date Rec'd</u>	9/7/2018
<u>Clerk's File #</u>	OPR 2014-0755
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	BID #4074-14
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4490 RENEWAL VALLUE BLANKET FOR BOILER TUBES		

Agenda Wording

Renewal of Value Blanket (VB) for purchase of boiler tubes for WTE Facility (WTEF). October 1, 2018 thru September 30, 2019 for \$650,000 inclusive of taxes.

Summary (Background)

October 27, 2014, City issued Request for Bid #4074-14, and Helfrich Brothers Boiler Works, Inc., Lawrence, MA, was the lowest cost of two bids received. Helfrich Brothers has agreed to renew VB and provide boiler tubes to WTEF for an additional year. Original VB was for 1 year with options of 4 one-year renewals; this is the 4th renewal. The cost of renewal is \$650,000, inclusive of taxes; vendor's profit margin of 15% remains unchanged from 3rd renewal; 4th renewal pricing was impacted

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

Expense	\$ 650,000	# 4490-44100-37148-53210
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PIES 9/24/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rrinderle@spokanecity.org	
		rcopell@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

by Section 232 of Harmonized Tariff imposed by US Government.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket for the purchase of Boiler Tube for use at the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for value blanket renewal; without which the WTE would not be able to continue uninterrupted operations.

Background/History:

Renewal of Value Banker for “as needed” purchase of boiler tubes for the WTE Facility.

On October 27, 2014, the City issued RFB #4074-14, and Helfrich Brothers Boiler Works, Inc., Lawrence, MA, was the lowest cost; of the two bids received.

Helfrich Brothers Boiler Works agreed to renew value blanket and provide boiler tubes to WTE facility for an additional year.

Original Value Blanket was for 1 year with options of 4 one-year renewals; this is the 4th renewal.

The cost of this renewal is \$650,000, inclusive of tax; vendor’s profit of 15% remains unchanged from 3rd Option Year; 4th Opt Year pricing was impacted by Section 232 of Harmonized Tariff imposed by the US Government.

Executive Summary:

- Renewal #4 of 4 Boiler Tubes
- Term is from October 1, 2018 thru September 30, 2019
- Vendor’s profit margin remains unchanged at 15%
- Total annual cost is \$650,000; which includes taxes
- Renewing would allow for continued uninterrupted operation of the WTE Facility.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

4th Option Year Pricing VB300574-004, 10/1/2018 thru 9/30/2019 (See Remarks)

BOILER TUBES TO INCLUDE FABRICATION OF U-BENDS

ITEM	EST QTY	DESCRIPTION	UNIT PRICE *** (Note Unit Pricing Subject Change; However Helfrich's Profit Margin will Remain at <u>15</u> %. SEE REMARKS BELOW)	TOTAL
1	6	Superheater Wide Loop Tube 2"x0.240MW; U-Bend	\$139.00	\$834.00
	6	WA SALES TAX 8.8%	\$12.23	\$73.39
	6	Estimated Freight Charges	\$28.00	\$168.00
2	5	Superheater Wide Loop Tube 2"x0.240MW; U-Bend	\$149.00	\$745.00
	5	WA SALES TAX 8.8%	\$13.11	\$65.56
	5	Estimated Freight Charges	\$29.00	\$145.00
3	79	Tube, SA213TP310H 2.0" x 0.240 19' Length	\$780.00	\$61,620.00
	79	WA SALES TAX 8.8%	\$68.64	\$5,422.56
	79	Estimated Freight Charges	\$98.00	\$7,742.00
4	74	Tube, SA213TP310H 2.50" x 0.240 by 19' Length	\$978.00	\$72,372.00
	74	WA SALES TAX 8.8%	\$86.06	\$6,368.74
	74	Estimated Freight Charges	\$98.00	\$7,252.00

Quantities and items shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

Helfrich Brothers Boiler Works, Inc. The pricing changes are due to Section 232 of the Harmonized Tarriff imposed by the US Government. Currently, the tariff is 25% and is included in the above pricing. If the Tarriff changes or get elminated, HBBW will pass along the costs (increases and/or decreases) during this contact period.

Percentage Discount Off List To Be Provided By Vendor For Additional Tube Related Items "Not Currently Listed Below" but may be realized are needed at a later point in time.

5%

SUBTOTAL \$135,571.00

ESTIMATED GROUND FREIGHT \$15,212.39

SALES TAX 8.8% \$11,930.25

EXTENDED TOTAL \$162,713.64

DELIVERY 100 days.

***** REMARKS PERTAINING TO UNIT PRICING**

Helfrich's stated unit pricing for 4th Opt Year Pricing is subject to change.

The current stated unit pricing Helfrich provided for 4th Opt Year Pricing, spanning from 10/1/2018 thru 9/30/2019, as depicted below, allows Helfrich a profit margin of 15 %; the stated unit pricing is subject to change based on impact of recently enacted "Steel Tariff"; Helfrich reserves the right to revise pricing as a result of tariff impact which make steel pricing vary volatile; however, Helfrich would maintain its stated profit margin

During the term of the contract, should Helfrich realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Contractor shall immediately request that an amendment to the Contract to provide similar pricing to the City if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Contractor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties

Rinderle, Rick

From: Mike Barney <MBarney@hbbwinc.com>
Sent: Wednesday, August 15, 2018 9:53 AM
To: Rinderle, Rick; Dennis Lincoln; Jessica Helfrich
Cc: Paine, David; Dorgan, Michelle
Subject: RE: Fourth Opt Year Pricing Kindly Sought VB300574
Attachments: Copy of Helfrich 4th Opt Year Pricing Work Sheet To Be Filled In-Spokane..pdf

Rick
Please see attached HBBW pricing.
Any questions, please feel free to contact me.
Thanks again
Mike.
Michael A. Barney
Purchasing

HELFRICH BROTHERS BOILER WORKS, INC.

A Tradition Of Quality Since 1948

39 Merrimack St.
Lawrence, Ma. 01843
978-683-7244 Fax 978-683-0790
cell 978-697-0199
mbarney@hbbwinc.com
www.hbbwinc.com

From: Rinderle, Rick [mailto:rrinderle@spokanecity.org]
Sent: Wednesday, August 15, 2018 11:07 AM
To: Mike Barney; Dennis Lincoln; Jessica Helfrich
Cc: Rinderle, Rick; Paine, David; Dorgan, Michelle
Subject: FW: Fourth Opt Year Pricing Kindly Sought VB300574
Importance: High

Good Day Mr. Lincoln / Mr. Barney

Can you kindly respond advising when 4th Opt Year Pricing will be provided...

As initially stated it takes the City 10-12 weeks to exercise an option upon receiving pricing and the current 3rd Opt Year expires 9-30-2018.

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

From: Rinderle, Rick
Sent: Wednesday, August 08, 2018 9:24 AM
To: 'Mike Barney' <MBarney@hbbwinc.com>
Cc: Dennis Lincoln <DLincoln@hbbwinc.com>
Subject: FW: Fourth Opt Year Pricing Kindly Sought VB300574
Importance: High

Mr. Mike Barney,

In regard to my phone call to you today seeking the status of Fourth Option Year pricing...

You advised due to recent Tariff pricing steel pricing if very volatile and may change day-to-day.

To address this situation in regards to Helfrich's to be able to provide Fourth Option Year Pricing...

It is recommended that:

Helfrich advise what its profit margin was for the 3rd Option Year, which pricing is valid thru 9/30/2018.

What Helfrich's profit margin would be for 4th Option Year, and include the following text below when submitting 4th option year pricing.

Mike please see attached 4th Opt Year Pricing Sheet, that Helfrich could fill, if it agrees,
*** Make sure Profit Margins for 3rd Opt Year is stated and what 4th Opt year would be.

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

From: Rinderle, Rick
Sent: Thursday, August 02, 2018 12:56 PM
To: Dennis Lincoln <DLincoln@hbbwinc.com>; 'Mike Barney' <MBarney@hbbwinc.com>
Cc: Jessica Helfrich <JeHelfrich@hbbwinc.com>; Rinderle, Rick <rrinderle@spokanecity.org>; Paine, David <dpaine@spokanecity.org>
Subject: FW: Fourth Opt Year Pricing Kindly Sought VB300574
Importance: High

Mr. Lincoln,
Mr. Barney,

Can you kindly address the below email; as stated it takes the City 10 weeks to take contacting actions after pricing is received

Respectfully awaiting feedback soonest.

Rick Rinderle, C.P.M.
Procurement Specialist

City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

From: Rinderle, Rick
Sent: Friday, June 22, 2018 1:38 PM
To: Dennis Lincoln <DLincoln@hbbwinc.com>
Cc: Mike Barney <MBarney@hbbwinc.com>; Jessica Helfrich <JeHelfrich@hbbwinc.com>; Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Fourth Opt Year Pricing Kindly Sought VB300574

Helfrich Brothers Boiler Works, Inc
39 Merrimack St
Lawrence, MS 01843
Phone 978 683 7244

Good Day Mr. Dennis Lincoln,

In regards to the attached "Tubes" Value Blanket VB300574; the Third Option Year Renewal is set to expire on 10/1/2018.

The City of Spokane is looking at exercising the fourth Option Year that would span from 10/1/2018 thru 9/30/2019.

Dennis, would you kindly advise if Helfrich's attached pricing will remain unchanged in regards to the Fourth Option Year that would span from 10/1/2018 thru 9/30/2019.

Thanks in advance for your quick response as it takes the City 10 weeks to take contacting actions after pricing is received.

Respectfully,

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

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

10/01/2018

<u>Date Rec'd</u>	8/31/2018
<u>Clerk's File #</u>	OPR 2014-0871
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	4064-14
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4490 RENEWAL VALUE BLANKET FOR HIGH CALCIUM QUICKLIME FOR WTEF		

Agenda Wording

Renewal of Value Blanket with Graymont Western US, Inc., of Salt Lake City, for purchase of high calcium quicklime for WTE facility. December 2, 2018 thru November 30, 2019, for \$1,287,360.00 plus taxes of \$113,287.68 for a total of \$1,400,647.68.

Summary (Background)

10/27/14 sealed bids were opened in response to RFB #4064-14 to provide the WTEF with high calcium quicklime. The high calcium quicklime is used to reduce acid in the flue gasses. Water is added to the powered lime to create a slurry which is injected into the flue to remove hydrochloric acid and SO2 to comply with environmental regulations. The slurry also helps to cool the flue gasses to correct emission temperature. The Original Value Blanket was for 1 year, with four additional

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 1,400,647.68		# 4490-44100-37148-53203		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	
<u>Division Director</u>		CONKLIN, CHUCK		<u>Other</u>	
				PIES 9/24/18	
<u>Finance</u>		ALBIN-MOORE, ANGELA		Distribution List	
<u>Legal</u>		ODLE, MARI		mdorgan@spokanecity.org	
<u>For the Mayor</u>		SANDERS, THERESA		jsalstrom@spokanecity.org	
Additional Approvals			tprince@spokanecity.org		
<u>Purchasing</u>		WAHL, CONNIE		rrinderle@spokanecity.org	
				rcopell@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

1-year renewals, this is the 4th renewal and pricing remains unchanged at \$240 per ton.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket for purchase of High Calcium Quicklime for the WTE Facility
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for value blanket renewal; without which the WTE would not be able to continue uninterrupted operations, or comply with environmental regulations
<p><u>Background/History:</u></p> <p>High Calcium Quicklime is required for operation of WTE Facility. The High Calcium Quicklime is used to reduce the acid in flue gasses. Water is added to the powered lime to create a slurry which is injected into the flue to remove Hydrochloric acid and SO₂ to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.</p> <p>On October 20, 2014, sealed bids were opened in response to RFB #4064-014 to provide the WTE Facility with High Calcium Quicklime.</p> <p>Original Value Blanket with Graymont Western US, Inc., of Salt Lake City, UT, was for 1 year with options of 4 one-year renewals; this is the 4th renewal. Graymont agreed to renew value blanket and provide High Calcium Quicklime to WTE facility for an additional year; pricing remains unchanged.</p> <p>The original request for bids allowed for one (1) year with the option to renew for four (4) additional one-year terms. This is the 4th of those renewals, 12/1/2018 thru 11/30/2019.</p> <p>The cost this renewal is \$1,287,360 plus taxes of \$113,287.68 for a total of \$1,400,647.68; pricing remains unchanged from third option year at \$240 per ton.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Renewal #4 of 4 High Calcium Quick Lime Term is December 1, 2018 thru November 30, 2019 Pricing is unchanged for 4th option year Total annual cost of \$1,400,647.68; which includes taxes Renewal would allow for continued uninterrupted operations of WTE Facility and environmental compliance 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Rinderle, Rick

From: Robert J. Freeman <rffreeman@graymont.com>
Sent: Wednesday, August 08, 2018 11:34 AM
To: Rinderle, Rick
Subject: RE: Fourth Option Year Pricing Kindly Sought VB300558 (Customer # 165690)

Categories: Purple Category

Rick:

Graymont is interested in exercising the 4th Option Year that would span from 12/1/2018 thru 11/30/2019 and Graymont will hold the current price of \$240.00/ton FOB Indian Creek Plant near Townsend, MT thru 11/30/2019. Please let me know if you have any questions.

Thanks,

Rob Freeman
Account Manager
GRAYMONT

T +1 253 428-6550 M +1 253 732-0605

From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Tuesday, August 07, 2018 3:31 PM
To: Robert J. Freeman <rffreeman@graymont.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Fourth Option Year Pricing Kindly Sought VB300558 (Customer # 165690)

Graymont Western US Inc
3950 South 700 East, Suite 301
Salt lake City, UT 84107

Rob Freeman, Account Manager
Office 253 428 6550
Cell 253 732 0605

Good Day Mr. Rob Freeman:

Attached is the Third Option Year (VB300579-003) to Value Blanket VB300579; the Third Option Year is set to expire 11/30/2018 and remains current thru 11/30/2018, pertaining to Lime.

The City of Spokane, is looking at exercising the Fourth Option Year, that would span from 12/1/2018 thru 11/30/2019.

(Customer # 165690)

Rob, would you please advise if:

- Graymont is interested in exercising the 4th Opt Yr that would span from 12/1/2018 thru 11/30/2019

- Graymont's current unit of \$240 per ton, that is valid thru 11/30/2018, would remain unchanged for the 4th Opt Yr that would span 12/1/2018 thru 11/30/2019. Should pricing not remain the same; documented index-pricing-support must be provided to support pricing change.

Thanks in advance for your response Rob, as it will take the City 10 – 12 Weeks to complete required actions to exercise the 4th Opt Yr.

Respectfully awaiting feedback soonest.

Rick Rinderle, C.P.M.
Procurement Specialist
City of Spokane Solid Waste Disposal
2900 S. Geiger Blvd
Spokane WA 99224-5400
Phone 509.625.6527
RRinderle@spokanecity.org

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

10/01/2018

<u>Date Rec'd</u>	9/10/2018
<u>Clerk's File #</u>	OPR 2018-0038
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	RFB #4418-17
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VAULE BLANKET
<u>Agenda Item Name</u>	4490 AMENDMENT TO VB FOR PURCHASE OF SODIUM HYDROXIDE 50%		

Agenda Wording

Additional Funding to VB for purchase of Sodium Hydroxide 50% Membrane (Caustic Soda) with Northstar Chemical, Tacoma, WA for WTE Facility February 1, 2018 thru January 21, 2021 for total funds increase of \$157,750.

Summary (Background)

Sodium Hydroxide 50% Membrane (Caustic Soda) is required for feedwater treatment at the WTE Facility. In 2018 Northstar Chemical was the lowest of four received responses to RFB 4418-17 to provide, transport and delivery an annual estimated 140,000 pounds of this chemical. Bid was for 3-year-base with two 1- year options. Original VB was for 3-year base with 2- one-year renewals. VB base period spans from 2/1/18 to 1/31/21 and was generated for \$40,250. Annual cost is expected to be \$66,000

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

Expense	\$ 66,000 2/1/18 thru 1/31/18	# 4490-44100-37148-53203
Expense	\$ 66,000 2/1/19 thru 1/31/20	# 4490-44100-37148-53203
Expense	\$ 66,000 2/1/20 thru 1/21/21	# 4490-44100-37148-53203
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PIES 9/24/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rrinderle@spokanecity.org	
		rcopell@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

based on current annual estimated chemical usage of 210,880 pounds, rather than 140,000 pounds, equating to a 3-year base amount of \$198,000 inclusive of taxes; resulting in a funds increase of \$157,750 from the original value blanket amount of \$40,250.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Amendment to Value Blanket for purchase of Sodium Hydroxide 50% Membrane (Caustic Soda) for WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of additional funding to value blanket; without which the WTE facility would not be able to continue uninterrupted operations.
Background/History: Sodium Hydroxide 50% Membrane (Caustic Soda) is required for feedwater treatment at the WTE Facility. In 2018 Northstar Chemical, Tacoma, WA, was lowest of four received responses to RFB #4418-17 to provide, transport and delivery an annual estimated 140,000 pounds of this chemical. Bid was for 3-year-base with two 1-year options. The original Value Blanket was for 3-year base with option of 2 one-year renewals. The Value Blanket base period spans from 2/1/18 to 1/31/21 and was generated for \$40,250. Annual cost is expected to be \$66,000 based on current annual estimated chemical usage of 210,880 pounds, equating to a 3-year-base amount of \$198,000 inclusive of taxes.	
Executive Summary: <ul style="list-style-type: none"> Original Value Blanket Base Period spans from Feb. 1, 2018 - Jan. 31, 2021 Original Value Blanket Base Period was for a pre-taxed amount of \$40,250. Current Annual Estimated Chemical Usage is 210,880 lbs; rather than 140,000 lbs Increase in Funds of \$157,750 to Value Blanket's 3-Year Base Period <ul style="list-style-type: none"> \$66,000 2/1/18 – 1/31/19; increased from \$40,250 \$66,000 2/1/19 – 1/31/20; increased from \$40,250 \$66,000 2/1/20 – 1/31/21; increased from \$40,250 Funds Increase would allow for continued uninterrupted operations of WTE facility. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Specify changes required:

Known challenges/barriers:

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

10/01/2018

<u>Date Rec'd</u>	9/14/2018
<u>Clerk's File #</u>	OPR 2017-0861
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	WTE 17-029
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19690
<u>Agenda Item Name</u>	4490-AMENDMENT FOR WORK NEEDED ON THE BACK END LIME SYSTEM AT		

Agenda Wording

Amendment of the contract for design and installation of the Portable Lime System Concrete Slab. Original project cost of \$53,240.00. An additional amount of \$5914.56 needed for taxes and additional work scope.

Summary (Background)

In December of 2017, City Council approved a contract with WM Winkler for the design and installation of a concrete slab for the back end lime system at the WTE Facility. Once the project was underway, it was identified that there was a catch basin that would need to be relocated to allow for installation of the concrete slab, which was not identified in the original scope of work. A design change which reduced the size of the slab offset some of the additional costs of the oversight.

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

Expense	\$ 5,914.56	# 4490-44100-94000-56410
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 9/24
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		brian@wmwinkler.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The contract was awarded for \$53,240.00 but had also omitted the cost of sales tax in the amount of compensation. The total cost of the additional work amounted to \$1,130.00 and the omitted sales tax amounted to \$4,784.56 for a total deficit of \$5,914.56.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Amendment for Additional Scope of Work Needed for The Back End Lime Concrete Slab Project at the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional funding to the contract for WM Winkler.
Background/History: <p>In December of 2017, City Council approved a contract with WM Winkler for the design and installation of a concrete slab for the back end lime system at the WTE Facility. Once the project was underway, it was identified that there was a catch basin that would need to be relocated to allow for installation of the concrete slab, which was not identified in the original scope of work. A design change which reduced the size of the slab offset some of the additional costs of the oversight.</p> <p>The contract was awarded for \$53,240.00 but had also omitted the cost of sales tax in the amount of compensation. The total cost of the additional work amounted to \$1,130.00 and the omitted sales tax amounted to \$4,784.56 for a total deficit of \$5,914.56.</p>	
Executive Summary: <ul style="list-style-type: none"> • Amendment to contract for the back end lime concrete slab project due to additional scope of work and omission of sales tax from the compensation amount. • Movement of a catch basin was not identified in the original scope of work and amounted to an additional \$1,130.00 required for the project. • The original contract omitted sales tax in the compensation amount of \$4,784.56. • Total amendment amount of \$5,941.56. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **Portable Lime System Concrete Slab
Design & Installation – WTE 17-029**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and WM Winkler Company, whose address is P.O. Box 430, 5516 North Starr Road, Newman Lake, Washington 99025 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 design and install a concrete slab at the Waste to Energy Facility for the City; 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

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 12, 2018, 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 April 1, 2018.

3. ADDITIONAL WORK.

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

Moving the Catch Basins identified after work had begun and to add applicable sale tax.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE THOUSAND NINE HUNDRED FOURTEEN AND 56/100 DOLLARS (\$5,914.56)** 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.

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.

CONTRACTOR

By _____
Signature Date

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Amended Scope of Work document dated April 10, 2018

U2018-88

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

10/01/2018

<u>Date Rec'd</u>	9/17/2018
<u>Clerk's File #</u>	OPR 2016-0784
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	4259-16
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4490-AMENDMENT WITH COST FOR GROUNDWATER ANALYSIS		

Agenda Wording

Amendment with cost to multi-departmental contract for bacteriological and chemical groundwater analysis. Initial 3-year contract from 10/1/2016-9/30/2019 for \$186,400.00. Adding an additional \$34,027.00 for additional landfill testing requirements.

Summary (Background)

In July of 2016, Anatek Labs, Inc. was awarded the contract for analysis of groundwater and drinking water for the Solid Waste Disposal, Water and Wastewater departments. The anticipated annual expense was \$62,100.00 for a contract total of \$186,400.00. New testing requirements for the Landfills has used up more funds than anticipated for the Solid Waste Disposal Departments share of the contract funds. A additional amount of \$34,027.00 is required through 2019.

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

Expense	\$ \$34,027.00 2019 Funds	# 4490-44850/45600-53748-54101
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 9/24
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	dgreenlund@spokanecity.org	
		kathy@anateklabs.com	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Amendment with Cost to Contract with Anatek Labs
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of additional funds so the landfills can remain in compliance with the Department of Ecology's requirements.
Background/History: <p>In July of 2016, Anatek Labs, Inc. was awarded the contract for bacteriological and chemical analysis of groundwater and drinking water for the Solid Waste Disposal, Water and Wastewater departments, for a three year period. The anticipated annual expense for all three departments was \$62,100.00 for a contract total of \$186,400.00.</p> <p>New testing requirements from the Department of Ecology for the Northside and Southside Landfills has used up more funds than anticipated for the Solid Waste Disposal Departments share of the allocated contract funds. In order to finish out the three year contract period, an additional amount of \$34,027.00 will need to be added to the contract.</p>	
Executive Summary: <ul style="list-style-type: none"> • Amendment with cost to multi-departmental contract for groundwater testing. • Contract valid from October 1, 2016 through September 30, 2019 at a total cost of \$186,400.00. • The Department of Ecology identified additional groundwater testing requirements at the Northside and Southside Landfills. • Additional funds of \$34,027.00 required for the Solid Waste Disposal Department in order to finish out the contract in 2019. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT

Title: **Chemical and/or Bacteriological
Analysis of Water Samples – RFP #4259-16**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Anatek Labs, Inc.**, whose address is 504 East Sprague Avenue, Suite D, Spokane, Washington 99202 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 analytical services for chemical and bacteriological analysis of water samples for various City departments in accordance with the City's Request for Proposal; and*

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 27, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 24, 2018.

3. ADDITIONAL WORK.

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

SOLID WASTE ONLY - Additional tests are required by the Department of Ecology which has increased the amount of funds required for the landfills.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY FOUR THOUSAND TWENTY SEVEN AND NO/100 DOLLARS (\$34,027.00) for SOLID WASTE ONLY**, 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.

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.

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Amended Scope of Work document

U2018-84

Contract - OPR 2016-0784

Chemical &/or Bacteriological Analysis of Waste Samples Anatek

Total Contract Amount for All Departments	\$	186,400
Total for Solid Waste Disposal	\$	88,686

	Account	Contract Amount	Add
SSLF	45600	\$ 29,040	\$ (3,740)
NSLF Closed	44850	\$ 27,918	\$ 12,963
NSLF Open	44800	\$ 30,228	\$ 24,730
WTE Storm	44100	\$ 1,500	\$ 75
Total		\$ 88,686	\$ 34,027

New Solid Waste Total	\$	122,713
New Contract Amount for All Departments	\$	220,427

Not in Original Contract (approximate, as testing has changed)

Sumps	\$	5,991
Extra Wells	\$	16,657
(4) MSW Samples	\$	7,320
(24) MSW/Leachate - Extra Metals	\$	3,960
Total	\$	33,929

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

10/01/2018

<u>Date Rec'd</u>	9/18/2018
<u>Clerk's File #</u>	OPR 2017-0860
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	WTE 17-030
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19689
<u>Agenda Item Name</u>	4490-AMENDMENT WITH COST FOR INSTALLATION OF PORTABLE LIME		

Agenda Wording

Amendment with cost for mechanical and electrical installation of a portable lime system. Original contract was \$74,533.00. An additional amount of \$15,786.00 needed for additional work and taxes for a total contract amount of \$90,319.23.

Summary (Background)

In December of 2018, Knight Construction & Supply Inc., was awarded the contract for the electrical and mechanical installation of a portable lime system at the WTE Facility in response to WTE 17-030 for \$74,533.00. In order for the mechanical and electrical installation of the silo to be done, the silo needed stood upright with a crane, which was not included in the original scope of work in error. The original contract also failed to include sales tax in the compensation amount.

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

Expense	\$ \$15,786.23	# 4490-44100-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 9/24
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		cgeorge@knightconst.com	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Amendment with cost for the electrical and mechanical installation of a portable lime system at the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional funds to be added to the contract for the lime system at the WTE Facility.
Background/History: <p>In December of 2018, Knight Construction & Supply Inc., was awarded the contract for the electrical and mechanical installation of a portable lime system at the WTE Facility in response to WTE 17-030 for a contract amount of \$74,533.00. The project included the purchase of a 52-ton capacity Portable Lime Silo, which was procured under RFB #4422-17 from WEMCO, Inc., of Spokane. In order for the mechanical and electrical installation of the silo to be done, the silo needed stood upright with a crane, which was not included in the original scope of work. The additional cost amounts to \$8,481.00 for the silo craning. The original contract also excluded taxes from the overall compensation amount in error.</p> <p>The additional cost of craning the silo, as well as the omission of sales taxes in the original contract amount has required a need for an additional amount of funding to be added to the contract of \$15,786.23.</p>	
Executive Summary: <ul style="list-style-type: none"> Original contract, OPR 2017-0860, awarded to Knight Construction & Supply, Inc. for \$74,533.00. Additional scope of work for lime silo craning needed at a cost of \$8,481.00. Sales tax was excluded from the original contract amount in error at a cost of \$7,305.23. Amendment with cost to OPR 2017-0860 in the amount of \$15,786.23 for a new contract total of \$90,319.23. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source:	

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

Operations Impact:

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT ADDENDUM

Title: **WTE 17-030 Portable Lime System
Electrical Mechanical Installation**

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Knight Construction & Supply, Inc.**, whose address is 28303 North Cedar Road, Deer Park, Washington 99006 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 for the City electrical and mechanical installation of portable lime system at the Waste to Energy Facility; and*

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 24, 2018, 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 Addendum shall become effective on December 18, 2017 and end on December 31, 2018.

3. ADDITIONAL WORK.

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

Additional work was identified as needing done once work commenced – required for Craning of the Lime Silo, and applicable sales tax, which wasn't identified in the original scope of work.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND SEVEN HUNDRED EIGHTY SIX AND 23/100 DOLLARS (\$15,786.23)** for everything furnished and done under this Contract Addendum. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

CONTRACTOR

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

U2018-89

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

10/01/2018

<u>Date Rec'd</u>	9/18/2018
<u>Clerk's File #</u>	OPR 2018-0596
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	WTE 18-008
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19688
<u>Agenda Item Name</u>	4490-REMOVAL AND REPLACEMENT OF SDA PENTHOUSE FLOOR AT THE WTE		

Agenda Wording

Removal and replacement of the Spray Dryer Absorber (SDA) Penthouse flooring. Contract will run from September of 2018 through August of 2019. Work is anticipated to be done in November of 2018 and is anticipated to cost \$110,000.00 for everything.

Summary (Background)

The Spray Dryer Absorber (SDA) is part of the emission controls system. It is a cylindrical tower with an enclosed working surface located at the top, typically referred to as the "Penthouse". The flooring is coated carbon steel. The lime slurry has a corrosive effect on carbon steel, which has resulted in some degradation over the years leading to its need for replacement. The replacement flooring will be stainless steel, which is less prone to the effects of the lime slurry.

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

Expense	\$ \$110,000.00	# 4490-44100-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 9/24
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The contractor will first procure the steel, followed by installation in November of 2018. In the event installation cannot occur during the November outage due to a delay in steel delivery, installation may take place in January or February of 2019.

Summary (Background)

RFB WTE 18-008 was issued for the removal and replacement of this flooring. Responses were received from B&B Custom Metals of Richland, WA and Empire Boiler of Coeur D'Alene, ID for this project. Empire Boiler was the lowest cost, responsive bidder. The project will have a cost of approximately \$110,000.00.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Removal and Replacement of the SDA Penthouse Floor at the WTE Facility.
Date:	September 24, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of removal and replacement of the SDA Penthouse Floor.
Background/History: The Spray Dryer Absorber (SDA) is part of the emission controls system. The SDA is a cylindrical tower with an enclosed working surface located at the top typically referred to as the “Penthouse”. The flooring of the penthouse is coated carbon steel. The lime slurry has a corrosive effect on carbon steel. This has resulted in some degradation over the years leading us to the point that it is necessary to replace the flooring versus continuing to make repairs. We will be replacing the flooring with Stainless Steel which has been proven to be less prone to the effects of lime slurry. RFB WTE 18-008 was issued for the removal and replacement of this flooring. Responses were received from B&B Custom Metals of Richland, WA and Empire Boiler of Coeur D’Alene, ID for this project. Empire Boiler was the lowest cost, responsive bidder. The project will have a cost of approximately \$110,000.00.	
Executive Summary: <ul style="list-style-type: none"> Removal and replacement of the Spray Dryer Absorber (SDA) Penthouse flooring. The SDA is part of the emission control system and constant contact with lime slurry has corroded the floor to the point where repairs are no longer an option. RFB WTE 18-008 was issued for this project and Empire Boiler of Coeur D’Alene, ID was the lowest cost, responsive bidder. Cost of the project is \$110,000.00 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **REMOVAL AND REPLACEMENT OF FLOORING AT WASTE TO ENERGY FACILITY**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **EMPIRE BOILER, LLC**, whose address is 1032 North Government Way, Coeur d' Alene, Idaho 83814 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to **REMOVE AND REPLACE STEEL FLOORING AND STEEL CURB PLATING OF SPRAY DRYER ABSORBER PENTHOUSE AT THE WASTE TO ENERGY FACILITY**; and*

WHEREAS, the Contractor was selected through RFB No. WTE 18-008 issued by the City.

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

1. TERM OF CONTRACT.

The term of this Contract begins on September 24, 2018 and ends on August 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. Contractor will first procure the steel, followed by installation in November of 2018. In the event installation cannot occur during the November outage due to a delay in steel delivery, installation may take place in January or February of 2019. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion

of the work described in the specifications entitled **REMOVE AND REPLACE STEEL FLOORING AND STEEL CURB PLATING OF SPRAY DRYER ABSORBER PENTHOUSE AT THE WASTE TO ENERGY FACILITY, RFB No. WTE 18-008.**

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)**, including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made with this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Solid Waste Disposal Department, and are incorporated into this Contract by reference, as if they were set forth at length.

6. BONDS.

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

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries

(L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. FEES.

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

9. STATE PREVAILING WAGES.

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

10. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

11. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

12. CITY OF SPOKANE BUSINESS LICENSE.

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

13. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract

because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. 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.

14. INDEMNIFICATION.

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

15. INSURANCE.

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

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

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

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

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

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

22. CONSTRUAL.

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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 by having legally-binding representatives affix their signatures below.

EMPIRE BOILER, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Payment / Performance Bond
Exhibit B – Certification Regarding Debarment

18-081

PAYMENT / PERFORMANCE BOND

We, **EMPIRE BOILER, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)**, including tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **REMOVE AND REPLACE STEEL FLOORING AND STEEL CURB PLATING OF SPRAY DRYER ABSORBER PENTHOUSE AT THE WASTE TO ENERGY FACILITY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

EMPIRE BOILER, LLC,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

ATTACHMENT B

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

10/01/2018

<u>Date Rec'd</u>	9/18/2018
<u>Clerk's File #</u>	OPR 2018-0072
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE ORMSBY 6287	<u>Project #</u>	2014805
<u>Contact E-Mail</u>	MORMSBY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR19698
<u>Agenda Item Name</u>	0500 SPECIAL COUNSEL CONTRACT AMENDMENT		

Agenda Wording

Collette Leland and the firm Winston Cashatt provide representation in an Arbitration involving a contract dispute with IMCO Construction Co.

Summary (Background)

Public Works needed legal advice on a dispute regarding completion and payment for a large construction project at the Wastewater Treatment Plant. The dispute has proceeded through mediation and is now scheduled for arbitration in February, 2019. We are requesting an additional \$75,000 for total of \$174,000.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 75,000.00	# 4320-30210-35141-54105
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
		Advance Agenda 9/24/18
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	DALTON, PAT	ccl@winstoncashatt.com
<u>For the Mayor</u>	SANDERS, THERESA	sdhansen@spokanecity.org
<u>Additional Approvals</u>		hbarnhart@spokanecity.org
<u>Purchasing</u>		mtaylor@spokanecity.org
		mdovol@spokanecity.org
		kkeck@spokanecity.org
		lberry@spokanecity.org



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **COLLETTE C. LELAND** and **WINSTON & CASHATT LAWYERS**, whose address is 601 West Riverside Avenue, Suite 1900, Spokane, Washington 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as SPECIAL COUNSEL ON BEHALF OF THE CITY IN A CONTRACT DISPUTE WITH IMCO CONSTRUCTION, consistent with applicable laws and this Contract.

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated January 30, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective upon signature by both parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$174,000.00)**.

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

WINSTON & CASHATT LAWYERS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/01/2018

<u>Date Rec'd</u>	9/17/2018
<u>Clerk's File #</u>	OPR 2018-0597
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	ANDREW 625-6991	Project #	
Contact E-Mail	AWORLOCK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR19697
Agenda Item Name	0650 - RIDPATH CLUB DEVELOPMENT AGREEMENT		

Agenda Wording

A Development Agreement between the City and Ridpath Club Apartments, LLC Relating to Development and Renovation of the Ridpath Hotel, and Relating to Certain Public Infrastructure Costs.

Summary (Background)

Ripath Club Apartments, LLC is undertaking the renovation of the Ridpath Hotel a mixture of affordable and market rate apartment units with a ground floor restaurant and gift shop and per Admin 0650-16-02 has applied for a development incentive pursuant to the City's Projects of Citywide Significance program.

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

Expense	\$ 107,864.00	# 1920-30210-58700-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u>	Sustainable Resources -
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	RICHMAN, JAMES	aworlock@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	htrautman@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	
<u>Purchasing</u>		jrichman@spokanecity.org	
		ronwells@ronwellsgroup.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Based on the findings of public benefits expected from the Project, the Project Review Committee recommendation that \$107,864.00 be awarded to the Project and applied to eligible public improvement costs related to the Project has been was accepted by Council Resolution RES 2017-0031.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

DEVELOPMENT AGREEMENT

PUBLIC IMPROVEMENT COSTS

THIS DEVELOPMENT AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and RIDPATH CLUB APARTMENTS, LLC, a Washington limited liability company, as "Ridpath", collectively referred to as the "Parties".

Recitals

A. In connection with plans to renovate the Ridpath Hotel to provide additional affordable housing in downtown Spokane (the "Project"), Ridpath applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, the Project Review Committee recommended a financial incentive of \$107,864 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

B. Pursuant to Resolution 2017-0031 the City Council accepted the Project Review Committee's recommendation regarding Ridpath's incentive application, and authorized staff to negotiate and prepare a development agreement with Ridpath setting forth the terms and conditions under which the \$107,864 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

C. Pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

D. Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

E. Pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized to waive and/or provide credits against certain development fees.

F. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City. In addition to a direct benefit to the City in terms of millions of dollars in increased sales and property tax revenues, indirect benefits include encouraging the revitalization and utilization of historic and older commercial buildings in the City's core, providing a mixed-use development that brings employment, shopping, and hospitality activities into downtown Spokane, and contributes to the public realm by providing additional street level amenities in the City's core.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Construction of the Project. Ridpath shall diligently perform and fully complete construction of the Project according to terms of the Joint Development Agreement. Nothing herein shall create a contractual relationship or privity between the City and any contractors engaged by Ridpath.

2. Construction of Public Improvements. Ridpath will construct the following public improvements (the "Public Improvements"), subject to reimbursement by the City pursuant to the terms, limitations, and conditions of this agreement:

- Ceramic planters for the sidewalks with automatic irrigation, at an estimated cost of \$45,000
- Street trees and sidewalk and exterior lighting, at an estimated cost of \$63,000.

3. Reimbursement. Subject to the terms and conditions of this Agreement, the City agrees to reimburse Ridpath's costs associated with the Public Improvements identified in Section 2 above, up to but not exceeding One Hundred Seven Thousand Eight Hundred Sixty Four and 00/100 Dollars (\$107,864.00). The City will make payments to Ridpath, within sixty (60) days after the receipt of Ridpath's application for payment, subject to the City's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement.

4. Prevailing Wages Required. Payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. All payments for labor will be based on approved Affidavit of Wages Paid. Ridpath and any of its contractors/subcontractors involved in constructing the Public Street Improvements shall, as a condition of reimbursement under this agreement, comply with the following: Ridpath and all contractors and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the

“Statement(s) of Intent to Pay Prevailing Wages” on file with the City. At the end of the work, the contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician.

5. Inspection of Cost Records. Ridpath and its contractors and subcontractors shall keep available for inspection by City representatives the cost records and accounts pertaining to this Agreement.

6. Actual Material Costs. Payment for all materials for this Project shall be on the basis of the actual cost of Ridpath’s contractors and subcontractors. All payments for materials will be based on approved quantities as verified by City inspectors, receipt of actual and verified material payment by the contractor.

7. Indemnity & Hold Harmless. Ridpath shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, the construction of the Public Improvements, unless caused directly or indirectly by the City’s negligence or intentional misconduct.

8. Additional Terms.

- A. Waiver. No officer, employee, agent or otherwise of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right of the party entitled to performance to hereafter enforce each and every such provision. Either party’s failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach hereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.
- B. Modification. No modification or amendment to this agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present agreement.
- C. Assignment. Neither party may assign or transfer in whole or in part, its interest in this agreement without the express written consent of the other party

- D. Compliance with Laws. The Parties hereto specifically agree to observe Federal, State and local laws, ordinances and regulations, to the extent that they may have any bearing on either providing any money under the terms of this agreement or the services actually provided under the terms of this agreement.
- E. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- F. Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.
- G. Notices. All notices called for or provided for in this agreement shall be in writing and must be served on any of the Parties either personally or by certified mail. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- H. Venue Stipulation. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
- I. Headings. The article headings in this agreement have been inserted solely for purposes of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.
- J. All Writings Contained Herein. This agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the Parties to execute the same.

- K. Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all work and services provided by Ridpath will be solely with Ridpath. No agent, employee, servant or otherwise of Ridpath hereto shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose, and the employees of Ridpath are not entitled to any of the benefits that the City provides for City employees. Ridpath will solely and entirely be responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

RIDPATH

By: _____

Title: _____



Agenda Sheet for City Council Meeting of:
10/01/2018

<u>Date Rec'd</u>	9/18/2018
<u>Clerk's File #</u>	OPR 2018-0598
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE COLLECTION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ERICA JACOBO 509-309-5466	<u>Project #</u>	
<u>Contact E-Mail</u>	EJACOBO@SPOKANECITY.ORG	<u>Bid #</u>	4430-18
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19695
<u>Agenda Item Name</u>	4500 CONTRACT FOR SOLID WASTE COLLECTIONS MANAGEMENT &		

Agenda Wording

Three-year contract, with option for two one-year extensions, with Rubicon Global, LLC (Atlanta, GA) for solid waste collections management and telematics system for 100 Solid Waste Collection vehicles -- \$292,063 (plus applicable tax) the first year

Summary (Background)

RFP #4430-18 was advertised in April & May 2018 for route management and telematics solutions in which the City received 10 responses. City representatives visited the top two (2) highest scoring vendors. Rubicon Global, LLC was selected unanimously by the evaluation committee. The first year of the contract includes additional costs for purchasing equipment, maintenance/set up, travel expenses, training services, and fleet optimization services for 100 trucks. The cost each year after is for

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

Expense	\$ 195,682.21 (plus applicable tax)	# 4500-45100-37148-54201
Expense	\$ 96,380.79 (plus applicable tax)	# 4500-44200-37148-54201
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 09/24/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	ejacobo@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	rschoonover@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Tax & Licenses	
		cconklin@spokanecity.org	
		ddbender@spokanecity.org	
		smsimmons@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

\$157,819 (plus applicable tax) each additional year.

Summary (Background)

the annual software subscription. This technology will provide paperless routing, navigation, route optimization, service confirmations, exception flagging, picture taking, vehicle reports, and additional data collection. By eliminating several of the manual processes currently in place at Solid Waste Collection, it will increase the overall operational improvements of the department. Additionally, the telematics element can be integrated into the fleet of other interested departments.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

cwahl@spokanecity.org

kdeatrich@spokanecity.org

klund@spokanecity.org

jrunkel@spokanecity.org

msloon@spokanecity.org

Conor.Riffle@rubiconglobal.com

jmnordling@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works
Subject:	Contract for Solid Waste Collections Management & Telematics Systems
Date:	09/24/2018
Author (email & phone):	Erica Jacobo, (ejacobo@spokanecity.org, 509-309-5466)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovate Infrastructure
Deadline:	Q1, 2019
Outcome:	Implementation of Solid Waste Collection Management and Telematics System pods on 100 solid waste vehicles. Plus backend management software (SAAS).

Background/History:

Currently many portions of Solid Waste Collections are manual process, including, delivery of driver routes, customer billing information and billing integration.

Operational improvements will be realized by reduced manual process (routing and billing) and more visibility into the fleet operations.

Firm selection process was as follows:

- RFP issued on April 10, 2018
- Proposals returned on May 21, 2018
- 10 Firms responded with Proposals
- Selection Committee consisted of members SWC, Fleet and IT
- Extensive Interviews were completed Demos were conducted and onsite visits were conduct for the top three Firms
- The solution from RUBICON GLOBAL, LLC was selected on August 22, 2018
- Terms - Three Years with two one year options; \$292,063 first year, \$157,819 annual for next four years (if all options are exercised)

Executive Summary:

- Rubicon's Management and Telematics solution, called RUBICONSmartCity, will provide paperless routing, navigation, route optimization, service confirmations through their patented technology called "The Shake", exception flagging, electronic vehicle inspection reports, picture taking, additional urban data collection capabilities, vehicle fault codes, odometer readings, and more.
- Furthermore, the telematics component offered by RUBICONSmartCity can be utilized by all City of Spokane departments which meets the holistic needs of the request.
- Next Steps – PIES Committee 9/24; Council Approval 10/1; Anticipate Project Kickoff 11/1

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts:..None identiied at this time.

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None at this time.

Known challenges/barriers: None at this time.



City of Spokane
MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this “Agreement”) is made and entered into as of _____, 2018, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company (“Rubicon”), and THE CITY OF SPOKANE, WASHINGTON, with a principal place of business at 808 W Spokane Falls Blvd, Spokane, WA 99201 (“Client”).

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 “Affiliate” means any entity that is controlled by Client, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 “Agreement” means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 “Client” means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates’ obligations under this Agreement.

1.4 “Client Content” means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client’s behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client’s behalf pursuant to this Agreement.

1.5 “Documentation” means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 “Effective Date” means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 “Intellectual Property Rights” means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any

similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 “Marks” means the trademarks, service marks or trade names of Client.

1.9 “Order(s)” means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM,

ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client's payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client's internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Rubicon will allow up to two (2) qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable access to the Subscribed Services.

Service Availability:

- Rubicon's Service Availability commitment for a given calendar month is 99.5%.
- Service Availability is calculated per month as follows:
- $$\frac{(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance})}{(\text{Total} - \text{Planned Maintenance})} \times 100$$

Definitions:

- Total is the total minutes in the month
- Unplanned Outage is total minutes unavailable due to an unplanned outage in the month

Planned Maintenance is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of Rubicon Premier's Production Service. Customer may request an availability report not more than once per month via the Customer Center.

FEE ADJUSTMENT

In the event that Rubicon does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than ninety five percent (95%) during any quarter, Customer will receive a credit to its account with Rubicon equivalent to the percent of unavailability over and above 5%. The maximum credit would be 10% of the amount of Rubicon Hosting Services fees paid or payable by Customer to Rubicon

Rubicon' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to Rubicon of its contention that Rubicon was unable to meet the applicable Availability levels. Upon receipt of such notice, Rubicon shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that Rubicon did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer's sole remedy and Rubicon's entire liability in the event of the failure of any Availability measurements to meet the thresholds set forth above.

Rubicon reserves the right to perform maintenance of the Subscribed Services and System as needed and, except in the event of emergency maintenance, will schedule such maintenance before or after 8:00 AM – 8:00 PM Monday-Friday (excluding holidays) U.S. Eastern Time. Client acknowledges and agrees that certain portions of the Subscribed Services, including without

limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Rubicon shall not make any changes without Forty-Five (45) days prior notification.

In addition to making an Availability Commitment to the Subscriber, Rubicon also commits to notifying the Subscriber if any Subscriber data is exposed to or accessed by third parties unless otherwise provided by agreement between Rubicon and Subscriber. Any such exposure or accessing of Subscriber data will be treated as a software quality issue that Rubicon will resolve in a timely manner. Should Rubicon not resolve the unauthorized exposure or accessing of Subscriber data in a timely manner, Subscriber may declare a Material Breach and terminate under § 5.02.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Internet Explorer, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be

responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third Party Offerings or specific features and functions of Third Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third Party Offering ("Rubicon Access Codes") to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the "Contributors") all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

In addition, Rubicon will provide integration with City of Spokane's Fleet Software AssetWorks at no cost. Integration with AssetWorks will consist solely of linking odometer readings from Rubicon to Assetworks, and any other data points that Rubicon may agree to.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client's or its authorized user's receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations ("Privacy Laws") or the oversight of any regulatory agency charged with the enforcement thereof ("Regulatory Oversight"). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the

Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within forty-five (45) days following Rubicon's invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one percent (1%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.3. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Excluding taxes based on Rubicon's net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client's receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1.

4.3 Expenses. Client shall reimburse Rubicon for any pre-approved travel, meal, lodging and out-of-pocket expenses incurred in carrying out its obligations under this Agreement.

4.4 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client's facilities, records and use of the Subscribed Services to determine Client's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business. Any such Audits will be conducted solely at Rubicon's expense.

4.5 Fleet Optimization. If requested by Client, Rubicon will perform fleet optimization services for solid waste vehicles once per year (up to three times total) for the length of the contract. Fleet optimization services are for existing 100 solid waste vehicles only.

5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of Three (3) years with two one year options at the Client's sole discretion, unless earlier terminated in accordance with the provisions hereof.

5.2 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business.

5.3 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without prior notice. In the event that Rubicon suspends or terminates any Subscribed services or other services under (b) above, Rubicon will promptly notify Client in writing which element of the Subscribed Services or Client's receipt or use thereof violated an applicable law, rule or regulation.

5.4 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. In addition, in the event this Agreement or any Order is terminated early, before completion of the applicable term, because of a breach by Client, Client shall pay to Rubicon (in addition to any other amounts due under this Agreement) as liquidated damages within thirty (30) days following any such termination, (a) any non-refundable costs incurred by Rubicon in connection with such termination including, but not limited to, hardware costs and licensing fees paid to third party licensors; and (b) fifty percent (50%) of the remaining annual recurring fees (including, without limitation, the subscription fees paid to use and access the Subscribed Services) that would have been charged for the then remaining term of the Agreement or Order(s), as applicable, all of which shall be immediately accelerated. Client acknowledges and agrees that (i) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (ii) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (iii) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.4, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first

provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client's sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the "Receiving Party") acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the "Disclosing Party"). For purposes of this Agreement, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and "Confidential Information" means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon's Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms

of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder. Rubicon acknowledges that Client is subject to Washington State laws regarding public records and that Client is legally required to release to any person making a public records request, any identifiable record used or possessed by Client. Rubicon further acknowledges that Client may not legally assert a "Trade Secrets" or "Confidential Information" exemption and thereby not release a record sought pursuant to a public records request, but that Rubicon itself may assert a Trade Secrets or Confidential Information exemption and obtain a Court order preventing the Client from releasing a record Rubicon believes to be a Trade Secret or Confidential Information. In the event of a public records request for information supplied to Client by Rubicon pursuant to this Agreement, Client will in good faith examine the records sought by the requestor and, if Client believes that the records may contain Trade Secrets or Confidential Information, Client will notify Rubicon and Rubicon may obtain a Court order preventing Client from releasing the records.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 Rubicon's Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon

to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content (Data) in its possession, if any, within thirty (30) days following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 License to the Marks. Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but,

where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services. In the event an injunction is issued that results in Client's inability to use Subscribed Services, Client's obligation to pay for those Subscribed Services shall immediately cease and Client may declare a breach of contract.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of Washington shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within

or about Spokane, Washington, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 808 W Spokane Falls Blvd, Spokane, WA 99201; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 950 East Paces Ferry Road, Ste 1900, Atlanta, GA

30326. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client's Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Debarment and Suspension. Rubicon 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.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

CITY OF SPOKANE

RUBICON GLOBAL, LLC

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

Attest:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Professional Service Terms

Exhibit B – Certificate Regarding Debarment

18-166

Exhibit A

Professional Services Terms

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.

2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.

3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.

5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all

Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.

6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.

**ORDER NUMBER 828 TO THE
MASTER SOFTWARE SERVICES AGREEMENT**

This independent Order Number 828 ("Order") to the Master Software Services Agreement is made as of _____, 2018 ("Order Effective Date"), by and between Rubicon Global, LLC ("Rubicon") and City of Spokane ("Client"). This Order is part of the Master Software Services Agreement between the parties dated _____, 2018 ("Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

Subscribed Services	Initial Term Commencing on the Order Effective Date	Licensing Parameters	Fees for the Initial Term
RUBICONSmartCity	-Three Years with two one year options.	Solid Waste: 100 Vehicles / 187,000 service locations. Non-Solid Waste Vehicles: TBD Fleet optimization for 100 solid waste vehicles / 187,000 service locations (once per year or as needed)	See below. Cost excludes non-solid waste vehicles, which will be charged on a per-vehicle basis
TOTAL FEES FOR THE INITIAL TERM			\$923,339

Solid Waste Vehicles			
Period	One-Time	Recurring	Total
Year 1	\$94,244	\$157,819	\$252,063
-Equipment	\$29,058.82		
-Maintenance	\$10,000		
-Training Services	\$9,402		
-Travel	\$42,535		
-Other Misc	\$3,248		
-Software Subscription per month		\$13,151.55	
Year 2		\$157,819	\$157,819
Year 3		\$157,819	\$157,819
Year 4		\$157,819	\$157,819
Year 5		\$157,819	\$157,819
Total Term	\$94,244	\$789,093	\$883,339

Solid Waste Fleet Optimization Services	
Description	Total
Fee for services for 100 solid waste vehicles (One-time cost only)	\$40,000

Integration with Assetworks M5	
Description	Total
Fee for services for integration with Assetworks M5 (odometer readings only)	\$0

Non-Solid Waste Vehicles		
Description	Pods Only	Tablets + Pods
Implementation and Hardware (one-time only) (per vehicle)	\$350	\$950
Recurring (monthly) (per vehicle)	\$45	\$120

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services relating to Solid Waste Vehicles (including fleet optimization services) shall be a total of **NINE HUNDRED AND TWENTY-THREE THOUSAND, THREE HUNDRED AND THIRTY-NINE DOLLARS (US\$923,339)** payable as follows ("Fee"):

- a. US\$292,063 due upon execution of this Agreement.
- b. US\$157,819 due upon the first anniversary of this Agreement.
- c. US\$157,819 due upon the second anniversary of this Agreement.
- d. US\$157,819 due upon the third anniversary of this Agreement.
- e. US\$157,819 due upon the fourth anniversary of this Agreement.

The parties further agree that the fees for the above services relating to non-Solid Waste Vehicles shall be payable as follows:

- a. Full payment due as outlined in Section 4.1 above. Orders can be made at any point during the contract.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client's obligations

to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.4 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

CITY OF SPOKANE

Authorized Signature

Printed Name and Title

ACCEPTED BY:

RUBICON GLOBAL, LLC

Authorized Signature

Printed Name and Title

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council Meeting of:
10/01/2018

<u>Date Rec'd</u>	9/17/2018
<u>Clerk's File #</u>	OPR 2018-0599
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact</u>	JUSTIN 625-4115	<u>Project #</u>	
<u>Contact E-Mail</u>	JCLUNDGREN@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	2019 FUNDS
<u>Agenda Item Name</u>	1620 - SPD WTSC DUI ENFORCEMENT FY2019		

Agenda Wording

To accept funding from WTSC (Washington Traffic Safety Commission for federal funding provided by United States Department of Transportation (USDOT) National Highway Traffic Safety Administration for Traffic Safety grant 2019-AG-2891-DUI Enforcement.

Summary (Background)

WTSC's DUI Enforcement grant focuses on reducing instances of DUI serious injury and fatality collisions in the city of Spokane. Two assigned SPD officers will provide a 7 day per week coverage of dedicated DUI patrols. The grant funds will be used to fund a full time FTE position. SPD will assign a second FTE position to the program as a match. Part of the funding will be used for public outreach. Award amount is \$140,024.00. Term is 10/01/2018-09/30/2019.

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

Expense	\$ 140,024.00	# 1620-91133-21700-5****-68127
Revenue	\$ 140,024.00	# 1620-91133-21700-33320-68127
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSCH Meeting
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	spdfinance	
<u>For the Mayor</u>	SANDERS, THERESA	contractaccounting	
<u>Additional Approvals</u>		sbrown	
<u>Purchasing</u>		jgriffin	
<u>GRANTS &</u>	STOPHER, SALLY	cwahl	
		eesqueda@wtsc.wa.gov	



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.616/20.608, for traffic safety grant project 2019-AG-2891-DUI Enforcement.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

SUMMARY: During the 5 year period 2007-2011, Spokane Police averaged 580 DUI related arrests per year. In the last 5 years, 2012-2016, the average has dropped to 368 DUI related arrests per year, a 36.5% reduction. During the same time frames, DUI related arrest in Spokane County have remained relatively constant with only a drop of 4.5% in the last 5 years. The data seems to indicate that the Spokane Police Department, due to low staffing levels and a higher volume of call loads, has not had the free discretionary time to devote to proactive self-initiated activity resulting in less traffic stops and ultimately a reduction in DUI arrests. Spokane Police Department will be addressing impaired driving by dedicating two law enforcement officers to conduct around the clock DUI enforcement. This will support the candidate DUI Court at the City of Spokane, assist in the training and proficiency of officers conducting DUI arrests, address Target Zero and ultimately make the streets safer for drivers, bicyclists, and pedestrians.

Objective: 1. Conduct sustained impaired driving traffic enforcement in Spokane with a goal of 150 DUI related arrests during the performance period.

Deliverable: 1a. Assign an officer to conduct sustained traffic enforcement position specifically assigned to work impaired driving
Completed by: 10/31/2018

Deliverable: 1b. Establish a contact per hour goal

Completed by: 10/31/2018

Deliverable: 1c. Establish a monthly and quarterly DUI goal.

Completed by: 10/31/2018

Deliverable: 1d. Conduct patrols in areas with a high concentration of DUI related collisions.

Completed by: 9/30/2019

Deliverable: 1e. Support surrounding jurisdictions who request DRE assistance.

Completed by: 9/30/2019

Measures for Objective 1:

Number of DUI arrests by officer

Number of DRE evaluations or consultations by officer

Number of blood search warrants written by officer

Number of DUI arrests in high DUI collision areas.

Objective: 2. Conduct a Public Awareness and education campaign addressing the Spokane PD sustained impaired driving enforcement program and Target Zero.

Deliverable: 2a. Create a media PSA and other education materials in collaboration with the WTSC.

Completed by: 12/1/2018

Deliverable: 2b. Create and disseminate a news release detailing the program to local media.

Completed by: 12/15/2018

Deliverable: 2c. Purchase media

Completed by: 1/2/2019

Deliverable: 2d. Conduct outreach with diverse community groups and education institutions by making presentations when requested.

Completed by: 9/30/2019

Measures for Objective 2:

Number of PSAs purchased and aired

Number of earned media opportunities reported by local media

Number of presentations and education opportunities conducted by officers

Objective: 3. Train new recruits on DUI arrests and processes.

Deliverable: 3a. New officers/recruits will ride with the DUI Enforcement Officer to have a better understanding of the DUI arrest process

Completed by: 9/30/2019

Deliverable: 3b. Education to new recruits on the blood search warrant and reporting process during ride alongs

Completed by: 9/30/2019

Measures for Objective 3:

Number of ride alongs conducted with new recruits

Number of DUI arrests made by new recruits after training
Number of blood search warrants written by new recruits after training

Objective: 4. Support City of Spokane DUI Court

Deliverable: 4a. Attend one training that supports and furthers the goals of City of Spokane DUI Court
Completed by: 09/30/2019

Deliverable: 4b. Attend team meetings as determined necessary by the DUI Court Team
Completed by: 9/30/2019

Deliverable: 4c. Conduct home visits as determined necessary by the DUI Court team
Completed by: 9/30/2019

Measures for Objective 4:

Number of Officers who attended training
Number of site visits performed

Objective 5: Increase DUI Training to SPD Patrol Officers.

Deliverables 5a: Continue using and training officers on the established standardized Process on Electronic DUI Package.
Completed by: 9/30/2019

Deliverable 5b: Conduct Roll Call Training for all patrol teams at least yearly
Completed by: 09/30/2019

Measures:

Number of roll call trainings done
Number of officers trained at roll call
Number of DUI arrests made by patrol after training

3.1. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description and completed date

Assign an officer to conduct sustained traffic enforcement position specifically assigned to work impaired driving (OBJ1)
10/31/2018

Establish a contact per hour goal (OBJ1) 10/31/2018

Establish a monthly and quarterly DUI goal (OBJ1) 10/31/2018

Create and disseminate a news release detailing the program to local media (OBJ2) 10/31/2018

Purchase media and education materials (OBJ2) 09/30/2019

Create a media PSA and other educations materials in collaboration with the WTSC (OBJ2) 09/30/2019

Conduct patrols in areas with a high concentration of DUI related collisions (OBJ1) 09/30/2019

Support surrounding jurisdictions who request DRE assistance (OBJ1) 09/30/2019

Conduct outreach with diverse community groups and education institutions by making presentations when requested (OBJ2)

New officers/recruits will ride with the DUI Enforcement Officer to have a better understanding of the DUI arrest process (OBJ3)

09/30/2019

Education to new recruits on the blood search warrant and reporting process during ride alongs (OBJ3)

09/30/2019

Attend team meetings as determined necessary by the DUI Court Team (OBJ4)

09/30/2019

Conduct home visits as determined necessary by the DUI Court team (OBJ4)

09/30/2019

3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$140,024.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$125,024.00
Travel	\$0.00
Contract Services	\$15,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$0.00
Indirect Costs	\$0.00
TOTAL	\$140,024.00

Employees' Salaries and Benefits: \$125, 024.25

Grant funds will be used to reimburse the Spokane Police Department the cost of a full time officer's salary including benefits and anticipated job related overtime. The officer paid for by grant funds will be dedicated to full time enforcement of DUI laws in pursuing Target Zero goals and objectives. The Spokane Police Department agrees to provide a second officer full salary, benefits and overtime paid for by the Spokane Police Department. The second officer will also be dedicated to full time DUI enforcement. The use of a "matching officer" allows for a 7 day per week sustained enforcement effort covering nighttime hours, weekends, significant holidays and local events that have the potential to increase the number of impaired drivers on the roadways. This comprehensive coverage will allow the Spokane Police Department to reduce fatal and serious injury collisions

by 10% by the projects end date of 09-30-2019.

Contract Services: \$15,000

Grant funds will be used to develop a public information campaign along with 2-3 PSA's based on Target Zero goals and objectives that address the dangers of impaired driving, specially alcohol impaired driving or ride home alternatives. Additionally, grant funds will be used to purchase air time for the PSA's as well as additional messaging materials that further the objectives and mission of the grant such as coasters, posters, etc. Local procurement processes will be observed.

Note: this grant is funded out of FAST ACT 405d (CFDA#20.616) and 164 Transfer Funds (CFDA#20.608). This project is split 50/50 with \$70,012 allocated out of each fund.

Total grant award \$140,024.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees

and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, must be received by WTSC no later than August 10, 2019. All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, must be received by WTSC no later than November 15, 2019. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration

with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10

days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
John Griffin jgriffin@spokanepolice.org 509-835-4587	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

Briefing Paper

PSCH Committee Meeting 9/10/18

Division & Department:	Spokane Police Department
Subject:	DUI AG-1942 WTSC Enforcement Grant
Date:	8/16/2018
Contact (email & phone):	Sgt. John Griffin 835-4587
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	9/30/18
Outcome: (deliverables, delivery duties, milestones to meet)	<p><u>Action</u></p> <p>2019 WTSC grant. The performance period runs from 10/1/18 to 9/30/19.</p> <p><u>Funding</u></p> <p>50% of approved budget will come from the grant. The grant requires a 50% match which will be paid out of the general fund through reassignment of an existing FTE.</p>
Background/History:	
<p>The Spokane Police Department applied for and received a grant with WTSC-DUI AG-1942 in FY17-18 & would like to continue in FY18-19 in a continued effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests funding to pay for one full time officer's salary, benefits and anticipated job related overtime for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department will provide an additional full time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols.</p>	
Executive Summary:	
<p>Washington Traffic Safety Commission grant focused on DUI enforcement pursuing Target Zero goals and objectives.</p> <p>The goal of the grant is to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. These DUI officers will provide 7 day per week coverage of dedicated DUI patrols. The increased presence and enforcement will reduce the number of DUI serious injury and fatality collisions in the City of Spokane.</p>	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: Federal Funding – Department of Justice

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

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

10/01/2018

<u>Date Rec'd</u>	9/19/2018
<u>Clerk's File #</u>	OPR 2018-0600
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDY COTE 6256774	<u>Project #</u>	
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR19700
<u>Agenda Item Name</u>	0520 CONTRACT FOR FEDERAL LOBBYING SERVICES		

Agenda Wording

Contract with K&L Gates, LLP. for Federal Lobbying Services at a rate of \$36,000 per year. The initial contract term will be from October 1, 2018 - December 31, 2019.

Summary (Background)

Contract with K&L Gates, LLP. for Federal Lobbying Services at a rate of \$36,000 per year. The initial contract term will be from October 1, 2018 - December 31, 2019. This firm was selected in response to RFP #4434-18.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 36,000.00		# 0520 36200 13100 54101
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	DALTON, PAT	bcote@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



City of Spokane
LOBBYING SERVICES AGREEMENT
Title: FEDERAL LOBBYING
SERVICES AGREEMENT

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **K&L GATES, LLP**, whose address is 1601 K Street, NW, Washington, D.C. 20006 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to Provide Federal Lobbying Services to the City of Spokane; and

WHEREAS, the Firm was selected through RFP #4434-18 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2018, and shall run through December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed two (2) additional two year contract periods.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in RFP 4423418 and Firm's RFP Response dated March 19, 2018, which is attached as Exhibit A and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$36,000.00)**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Mayor's Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

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

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

8. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

The Firm 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.

10. AUDIT.

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

11. KEY PERSONS.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Firm for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by professional Firms performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and

each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

K&L GATES, LLP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Firm's RFP Response dated March 19, 2018

Exhibit B – Certificate Regarding Debarment

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

10/01/2018

<u>Date Rec'd</u>	4/11/2012
<u>Clerk's File #</u>	CPR 2018-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2018

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 9/21/18.
Total:\$ 10,875,104.88 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$ 9,495,380.12

Summary (Background)

Pages 1-29 Check numbers: 553028 - 553218 ACH payment numbers: 54611 - 54855 On file for review in City
Clerks Office: 29 Page listing of Claims NOTE:

<u>Fiscal Impact</u>	Grant related?	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 9,495,380.12	# Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 38

APPROVAL FUND SUMMARY

DATE: 09/24/18
TIME: 08:07
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	372,664.17
1100	STREET FUND	48,980.73
1200	CODE ENFORCEMENT FUND	4,747.20
1380	TRAFFIC CALMING MEASURES	124.42
1400	PARKS AND RECREATION FUND	1,133.28
1450	UNDER FREEWAY PARKING FUND	2,327.97
1460	PARKING METER REVENUE FUND	5,189.76
1510	SPOKANE RGL EMERG COM SYS	55.13
1560	FORFEITURES & CONTRIBUTION FND	2,132.92
1570	INTERMODAL FACILITY OPERATION	80,000.00
1590	HOTEL/MOTEL TAX FUND	10,940.83
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,120.00
1630	COMBINED COMMUNICATIONS CENTER	520.77
1640	COMMUNICATIONS BLDG M&O FUND	11,053.14
1680	CD/HS OPERATIONS	115.50
1695	CDBG REVOLVING LOAN FUND	1,000.00
1970	FIRE/EMS FUND	54,627.04
1990	TRANSPORTATION BENEFIT FUND	2,837.06
3200	ARTERIAL STREET FUND	194,381.25
4100	WATER DIVISION	358,993.96
4250	INTEGRATED CAPITAL MANAGEMENT	801,189.26
4300	SEWER FUND	356,232.02
4340	WATER/WW REVENUE BOND FUND	5,908,834.03
4480	SOLID WASTE FUND	109,685.02
4490	SOLID WASTE DISPOSAL	186,280.39
4600	GOLF FUND	32.18
4700	DEVELOPMENT SVCS CENTER	4,389.28
5100	FLEET SERVICES FUND	34,487.34
5200	PUBLIC WORKS AND UTILITIES	715.77
5300	IT FUND	30,273.37
5310	IT CAPITAL REPLACEMENT FUND	4,881.68
5400	REPROGRAPHICS FUND	6,712.77
5600	ACCOUNTING SERVICES	2,352.25
5800	RISK MANAGEMENT FUND	31,595.11
5830	EMPLOYEES BENEFITS FUND	592,450.16
5900	ASSET MANAGEMENT FUND OPS	4,825.98
5901	ASSET MANAGEMENT FUND CAPITAL	20,038.34
6070	FIREFIGHTERS' PENSION FUND	169,214.43
6080	POLICE PENSION FUND	78,245.61
TOTAL:		9,495,380.12

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 38

DATE: 09/24/18
TIME:
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0020 - NONDEPARTMENTAL

64,701.31	TOTAL FOR 0020 - NONDEPARTMENTAL
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0100 - GENERAL FUND

1,000.00	CARMEN FISCHER 524 E BRIDGEPORT	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00553136
150.00	GENERAL STORES INC 2424 N DIVISION ST	DEPOSIT - RESTITUTION CHECK NO. - 00553133
150.00	KALIN CONSTRUCTION 9229 E WOLLARD RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00553139
990.00	KALIN EXCAVATION 9229 E WOLLARD RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00553140
1,000.00	LISA HUFNAGEL 517 W SOUND AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00553135
170.00	MEG MCCOY 2103 W HOUSTON AVE	DEPOSIT - RESTITUTION CHECK NO. - 00553132
20.00	PAMALYNN MAE BRAULT 3703 E 1ST AVE	DEPOSIT - RESTITUTION CHECK NO. - 00553130
	RICHARD TERZIEFF	DEPOSIT - RESTITUTION

20.00	3707 E 1ST AVE	CHECK NO. - 00553129
1,000.00	ROXANNE RICHMOND 4207 E GRACE AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00553144
700.00	SAMUEL MARKOFSKI 2516 S CHERYL CT	DEPOSIT - RESTITUTION CHECK NO. - 00553131
6,778.84	SARFF INVESTMENTS LLC 13505 E BROADWAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00553141
32.50	SERGEY YERMOLA 2126 E 4TH	DEPOSIT - RESTITUTION CHECK NO. - 00553128
1,000.00	SHON CHAVEZ 11019 E BROADWAY AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00553137

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

10,613.00	SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80054708
654.67	SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80054848
58,732.57	US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80054630
1,000.00	VERLYS ZDENEK 5802 W LONEWOLF AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00553134
5,832.00	WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00553165

TOTAL FOR 0100 - GENERAL FUND
89,843.58

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC OFFICE SUPPLIES
ACH PMT NO. - 80054662
59.79

DEVRIES INFORMATION MANAGEMENT MISC SERVICES/CHARGES

4.48		ACH PMT NO. - 80054664	
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64.27	TOTAL FOR 0230 - CIVIL SERVICE		
	0320 - COUNCIL		

2,500.00	LUKE ESSER	PROFESSIONAL SERVICES	
		ACH PMT NO. - 80054759	
----			-----
2,500.00	TOTAL FOR 0320 - COUNCIL		
	0330 - PUBLIC AFFAIRS/COMMUNICATIONS		

24,143.19	CHAPTER & VERSE INC	CONTRACTUAL SERVICES	
		ACH PMT NO. - 80054744	
97.42	JESSICA FISHER	OTHER TRANSPORTATION EXPENSES	
		CHECK NO. - 00553125	
87.00	JESSICA FISHER	PER DIEM	
		CHECK NO. - 00553125	
37.83	VERIZON WIRELESS	CELL PHONE	
		ACH PMT NO. - 80054715	
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24,365.44	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		
	0350 - COMMUNITY CENTERS		

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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
76,350.55	NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES	
		ACH PMT NO. - 80054784	
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76,350.55	TOTAL FOR 0350 - COMMUNITY CENTERS		

0370 - ENGINEERING SERVICES

	AASHTO 2	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80054647
1,235.00		
	ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80054822
36.08		
	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054737
54.18		
	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80054739
48.11		
	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80054739
19.42		
	SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80054847
310.00		

TOTAL FOR 0370 - ENGINEERING SERVICES

1,702.79

0410 - FINANCE

	ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80054641
52.00		
	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715
57.75		

TOTAL FOR 0410 - FINANCE

109.75

0450 - COMM & NEIGHBHD SVCS DIVISION

	CHIPMAN UNITED/DIV OF CHIPMAN MOVING & STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80054746
2,500.00		
	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054850
175.40		

TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION

2,675.40

0470 - HISTORIC PRESERVATION

	VERIZON WIRELESS	CELL PHONE
57.75		ACH PMT NO. - 80054850

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 0470 - HISTORIC PRESERVATION	
57.75		

0500 - LEGAL

	ABM JANITORIAL SERVICES SOUTH	PROFESSIONAL SERVICES
972.75	SOUTH CENTRAL INC dba	ACH PMT NO. - 80054640
	COWLES PUBLISHING COMPANY	OTH DUES/SUBSCRIPTNS/MEMBERSHP
151.20	dba SPOKESMAN-REVIEW	ACH PMT NO. - 80054751
	EASTERN WASHINGTON ATTORNEY	JUDGEMENTS/DAMAGES
65.00	SERVICES INC	CHECK NO. - 00553177
	EASTERN WASHINGTON ATTORNEY	LEGAL SERVICES
50.00	SERVICES INC	CHECK NO. - 00553122
	FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES
27.11	VIKING LOGIC INC	ACH PMT NO. - 80054761
	INLAND ELEVATOR LLC	PROFESSIONAL SERVICES
767.63		ACH PMT NO. - 80054684
	LANGUAGE LINE SERVICES	INTERPRETER COSTS
16.86	LANGUAGE LINE LLC	ACH PMT NO. - 80054774
	MARY ELLEN ERTEL	INTERPRETER COSTS
120.00		CHECK NO. - 00553214
	SPOKANE COUNTY BAR ASSN	JUDGEMENTS/DAMAGES
40.75	SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00553182
	THOMSON WEST	PUBLICATIONS
4,199.06	WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80054808
	VERIZON WIRELESS	CELL PHONE

55.62

ACH PMT NO. - 80054812

TOTAL FOR 0500 - LEGAL

6,465.98

0520 - MAYOR

369.28

VERIZON WIRELESS

CELL PHONE

ACH PMT NO. - 80054715

TOTAL FOR 0520 - MAYOR

369.28

0550 - NEIGHBORHOOD SERVICES

500.00

ABBEE CRAWFORD

2320 W PACIFIC AVE, APT 1

OTHER MISC CHARGES

CHECK NO. - 00553180

146.75

VERIZON WIRELESS

CELL PHONE

ACH PMT NO. - 80054850

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

20.00

VERIZON WIRELESS

IT/DATA SERVICES

ACH PMT NO. - 80054850

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

666.75

0560 - MUNICIPAL COURT

55.00

ANDREW S MURPHEY

12208 S MADISON RD

CASH OVER/SHORT

CHECK NO. - 00553146

91.88

BRENDA L CORBETT

LODGING

CHECK NO. - 00553121

232.83

BRENDA L CORBETT

OTHER TRANSPORTATION EXPENSES

CHECK NO. - 00553121

DMCMA TREASURER

REGISTRATION/SCHOOLING

100.00	C/O JUDY LY	CHECK NO. - 00553213
15.00	KELLAN THOMPSON 210 W 37TH	CASH OVER/SHORT CHECK NO. - 00553145
983.80	LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80054838
1,085.19	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80054699
198.00	RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80054703
212.05	TECHSMITH CORPORATION	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00553160
190.48	UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80054713
18.66	WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -

3,182.89 TOTAL FOR 0560 - MUNICIPAL COURT

0620 - HUMAN RESOURCES

183.25	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715
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183.25 TOTAL FOR 0620 - HUMAN RESOURCES

0650 - PLANNING SERVICES

2,500.00	CHIPMAN UNITED/DIV OF CHIPMAN MOVING & STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80054746
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DOWNTOWN SPOKANE PARTNERSHIP	CONTRACTUAL SERVICES
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2,592.71	ACH PMT NO. - 80054756
	FEDERAL EXPRESS CORP/DBA FEDEX
	POSTAGE
4.36	ACH PMT NO. - 80054830
	SPOKANE COUNTY AUDITOR
	LEGAL SERVICES
100.00	SPOKANE COUNTY COURTHOUSE
	ACH PMT NO. - 80054847
	VERIZON WIRELESS
	CELL PHONE
73.50	ACH PMT NO. - 80054850
	VERIZON WIRELESS
	IT/DATA SERVICES
10.00	ACH PMT NO. - 80054850
	WA ASSN OF CODE ENFORCEMENT
	OTH DUES/SUBSCRIPTNS/MEMBERSHP
40.00	WACE TREASURER/ORLANDO HOWELL
	ACH PMT NO. - 80054852

5,320.57	TOTAL FOR 0650 - PLANNING SERVICES
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0680 - POLICE

300.00	ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80054730
2,992.56	ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054730
144.00	ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80054641
70.72	ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80054644
197.96	ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80054822
1,200.41	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054649
8,583.35	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80054651
283.54	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80054651

ABM JANITORIAL SERVICES SOUTH	LAUNDRY/JANITORIAL SERVICES
SOUTH CENTRAL INC dba	ACH PMT NO. - 80054730
2,992.56	

ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS
CBS REPORTING INC	ACH PMT NO. - 80054641
144.00	

ALL SERVICE WEST TOWING	TOWING EXPENSE
70.72	ACH PMT NO. - 80054644

ALLIED ENVELOPE	PRINTING/BINDING/REPRO
197.96	ACH PMT NO. - 80054822

1,200.41	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054649
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AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
8,583.35	ACH PMT NO. - 80054651

AVISTA UTILITIES	UTILITY NATURAL GAS
	ACH PMT NO. - 80054651
283.54	

106.08	A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80054652
88.40	B & B TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80054653
1,298.09	BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054741
218.67	CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00553119

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

443.59	CENTURYLINK	TELEPHONE CHECK NO. - 00553119
1,131.96	CI TECHNOLOGIES, INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80054747
48.96	COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054750
3,768.99	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80054662
143.36	DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80054664
1,000.00	DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80054801
70.72	EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80054668
8.63	FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80054670
67.78	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80054671
1,746.24	FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80054762
	GALLS LLC	CLOTHING

11,251.82		ACH PMT NO. - 80054672
	GALLS LLC	OPERATING SUPPLIES
213.25		ACH PMT NO. - 80054672
	GRAINGER INC	OPERATING SUPPLIES
255.25		ACH PMT NO. - 80054764
	GUNARAMA WHOLESALE INC	OPERATING SUPPLIES
2,604.93		ACH PMT NO. - 80054677
	KELSEY SCOTT	TUITION REIMBURSEMENT
1,620.00		ACH PMT NO. - 80054728
	KERSHAW INC	OPERATING SUPPLIES
181.13		ACH PMT NO. - 80054689
	LEXIS-NEXIS RISK & ANALYTICS	BACKGROUND CHECKS
100.64	GROUP ACCURINT-ACCT 1189340	ACH PMT NO. - 80054690
	NELSON'S TOWING AND REPAIR/	TOWING EXPENSE
194.48	DIV OF NELCO SERVICES INC	ACH PMT NO. - 80054694
	ROBERT EARL ALFORD	TOWING EXPENSE
106.08	dba ALL SERVICE EAST TOWING	ACH PMT NO. - 80054645
	SAN DIEGO POLICE EQUIP CO INC	AMMUNITION
5,079.22		ACH PMT NO. - 80054797

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

739.84	SENSKE PEST CONTROL	LANDSCAPE/GROUNDS MAINT
	SENSKE LAWN & TREE CARE	ACH PMT NO. - 80054799
65.28	SENSKE PEST CONTROL	OTHER REPAIRS/MAINTENANCE
	SENSKE LAWN & TREE CARE	ACH PMT NO. - 80054799
1,195.00	SOUTHERN POLICE INSTITUTE	REGISTRATION/SCHOOLING
		CHECK NO. - 00553162
27.51	SPOKANE COUNTY TREASURER	TELEPHONE
		ACH PMT NO. - 80054708
	SPOKANE POLICE CHAPLAINCY	PROFESSIONAL SERVICES

9,375.00	BOARD	ACH PMT NO. - 80054804
141.44	SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80054710
16.44	UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00553161
14,965.03	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715
14,994.38	VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80054715
212.99-	VERIZON WIRELESS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80054715
106.08	WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80054720
159.12	WYOMING WRECKER LLC DBA AA ACES TOWING	TOWING EXPENSE ACH PMT NO. - 80054722

87,092.94 TOTAL FOR 0680 - POLICE

0700 - PUBLIC DEFENDER

237.72	DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80054827
6.78	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80054671
1,212.00	JO BLANEY DBA SIERRA TRANSCRIPTION	LEGAL SERVICES CHECK NO. - 00553154
1,189.50	LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80054807
31.01	MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS ACH PMT NO. - 80054691
315.17	PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80054792

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

848.23	THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80054808
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3,840.41

TOTAL FOR 0700 - PUBLIC DEFENDER

0750 - ECONOMIC DEVELOPMENT

3,000.00	NATIONAL COUNCIL FOR COM DEV NATIONAL DEVELOPMENT COUNCIL	CONTRACTUAL SERVICES ACH PMT NO. - 80054782
97.76	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054850

3,097.76

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT

0860 - TREASURY SERVICES

73.50	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715
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73.50

TOTAL FOR 0860 - TREASURY SERVICES

1100 - STREET FUND

33.73	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054649
12,391.69	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80054824
115.71	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80054739
201.60	BACON CONCRETE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80054611
	CPM DEVELOPMENT CORP DBA	OTHER REPAIRS/MAINTENANCE

28,459.13	INLAND ASPHALT COMPANY	ACH PMT NO. - 80054683
177.00	JESSE A LONG	PERMITS/OTHER FEES CHECK NO. - 00553147
4.05	NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80054785
180.00	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80054823
4,508.68	SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80054705
2,774.40	WESTERN STATES ASPHALT LLC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80054719

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

75.58	WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00553186
59.16	XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80054855

48,980.73

TOTAL FOR 1100 - STREET FUND

1200 - CODE ENFORCEMENT FUND

1,196.85	CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80054621
2,500.00	CHIPMAN UNITED/DIV OF CHIPMAN MOVING & STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80054746
198.00	SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80054847
173.25	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054850
	VERIZON WIRELESS	IT/DATA SERVICES

10.00		ACH PMT NO. - 80054850
	WA ASSN OF CODE ENFORCEMENT	OTH DUES/SUBSCRIPTNS/MEMBERSHP
240.00	WACE TREASURER/ORLANDO HOWELL	ACH PMT NO. - 80054852
	WITHERSPOON BRAJCICH	CONTRACTUAL SERVICES
429.10	MCPHEE PLLC	ACH PMT NO. - 80054816

----	TOTAL FOR 1200 - CODE ENFORCEMENT FUND	
4,747.20		

1380 - TRAFFIC CALMING MEASURES		

	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
124.42		ACH PMT NO. - 80054824

----	TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	
124.42		

1400 - PARKS AND RECREATION FUND		

	ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS
47.00	CBS REPORTING INC	ACH PMT NO. - 80054641
	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
91.45		ACH PMT NO. - 80054739
	GRIFFIN PUBLISHING INC	PRINTING/BINDING/REPRO
994.83		ACH PMT NO. - 80054833

----	TOTAL FOR 1400 - PARKS AND RECREATION FUND	
1,133.28		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1450 - UNDER FREEWAY PARKING FUND		

	AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE
2,327.97		ACH PMT NO. - 80054738

2,327.97 TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND

1460 - PARKING METER REVENUE FUND

570.00	PARKEON INC	CONTRACTUAL SERVICES ACH PMT NO. - 80054790
4,569.60	PCS MOBILE	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80054698
50.16	WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -

5,189.76 TOTAL FOR 1460 - PARKING METER REVENUE FUND

1510 - SPOKANE RGL EMERG COM SYS

55.13	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715
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55.13 TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS

1560 - FORFEITURES & CONTRIBUTION FND

898.92	CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	LEGAL SERVICES ACH PMT NO. - 80054786
1,030.00	CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00553159
204.00	SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80054847

2,132.92 TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND

1570 - INTERMODAL FACILITY OPERATION

80,000.00	GOODALE & BARBIERI COMPANY	DEP W/EXTERNAL FISCAL AGENT ACH PMT NO. - 80054635
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TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION
80,000.00

1590 - HOTEL/MOTEL TAX FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE HOOPFEST ASSOCIATION CONTRACTUAL SERVICES
ACH PMT NO. - 80054803
8,200.00

SPOKANE REGIONAL SPORTS CONTRACTUAL SERVICES
COMMISSION ACH PMT NO. - 80054626
2,740.83

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND
10,940.83

1620 - PUBLIC SAFETY & JUDICIAL GRANT

QUEEN B RADIO INC dba ADVERTISING
KXLY BROADCAST GROUP CHECK NO. - 00553179
1,120.00

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT
1,120.00

1630 - COMBINED COMMUNICATIONS CENTER

AT&T MOBILITY CELL PHONE
CHECK NO. - 00553211
54.61

CENTURYLINK TELEPHONE
CHECK NO. - 00553212
255.88

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80054850
130.26

VERIZON WIRELESS IT/DATA SERVICES
ACH PMT NO. - 80054850
80.02

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER
520.77

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80054824
10,849.23

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80054824
203.91

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND
11,053.14

1680 - CD/HS OPERATIONS

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80054850
115.50

TOTAL FOR 1680 - CD/HS OPERATIONS
115.50

1695 - CDBG REVOLVING LOAN FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAROLYN WEERE INTEREST ON CONT/NOTES/AR
CHECK NO. - 00553029
1,000.00

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND
1,000.00

1970 - FIRE/EMS FUND

ACRANET CBS BRANCH/DIV OF BACKGROUND CHECKS
CBS REPORTING INC ACH PMT NO. - 80054641
1,335.00

AT&T MOBILITY CELL PHONE
CHECK NO. - 00553211
701.50

AT&T MOBILITY IT/DATA SERVICES
CHECK NO. - 00553211
344.01

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE

22,351.25	ACH PMT NO. - 80054824
AVISTA UTILITIES	UTILITY NATURAL GAS
1,557.43	ACH PMT NO. - 80054824
CAMTEK INC	SOFTWARE (NONCAPITALIZED)
870.40	ACH PMT NO. - 80054826
CENTURYLINK	TELEPHONE
320.26	CHECK NO. - 00553212
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR
12,929.69	ACH PMT NO. - 80054659
FASTENAL CO	MINOR EQUIPMENT
507.58	ACH PMT NO. - 80054669
FASTENAL CO	OFFICE SUPPLIES
29.88	ACH PMT NO. - 80054669
FASTENAL CO	OPERATING SUPPLIES
5,095.53	ACH PMT NO. - 80054669
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES
388.61	ACH PMT NO. - 80054669
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY
68.99	ACH PMT NO. - 80054669
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE
79.68	ACH PMT NO. - 80054830
HARWIN LLC	BUILDING REPAIRS/MAINTENANCE
DBA THE DRAIN SPECIALISTS	ACH PMT NO. - 80054665
147.70	
M SCHRODER LLC	TOWING EXPENSE
DBA ROUSE'S TOWING & RECOVERY	ACH PMT NO. - 80054844
813.74	
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE
171.36	ACH PMT NO. - 80054697

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE
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131.38		ACH PMT NO. - 80054701
	PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES
		ACH PMT NO. - 80054701
10.88		
	VERIZON WIRELESS	CELL PHONE
		ACH PMT NO. - 80054850
2,485.37		
	VERIZON WIRELESS	IT/DATA SERVICES
		ACH PMT NO. - 80054850
4,286.80		

TOTAL FOR 1970 - FIRE/EMS FUND

54,627.04

1990 - TRANSPORTATION BENEFIT FUND

	HISTORICAL RESEARCH ASSOCIATES	CONTRACTUAL SERVICES
		ACH PMT NO. - 80054680
209.38		
	WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES
		ACH PMT NO. - 80054717
2,627.68		

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND

2,837.06

3200 - ARTERIAL STREET FUND

	ADAMS & CLARK INC	CONSTRUCTION OF FIXED ASSETS
		ACH PMT NO. - 80054731
448.80		
	BACON CONCRETE INC	CONTRACTUAL SERVICES
		ACH PMT NO. - 80054611
882.08		
	BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS
		ACH PMT NO. - 80054742
4,155.51		
	GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS
		ACH PMT NO. - 80054615
133,226.13		
	GARY S NELSON CONSULTING	CONSTRUCTION OF FIXED ASSETS
		ACH PMT NO. - 80054763
4,275.00		
	HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS
		ACH PMT NO. - 80054616
184.34		

HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS
4,581.89	ACH PMT NO. - 80054680

KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS
36,258.71	ACH PMT NO. - 80054773

LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS
3,613.02	ACH PMT NO. - 80054692

MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS
58.80	ACH PMT NO. - 80054779

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS
145.98	ACH PMT NO. - 80054717

WITHERSPOON BRAJCICH MCPHEE PLLC	RIGHT OF WAY
6,550.99	ACH PMT NO. - 80054816

194,381.25 TOTAL FOR 3200 - ARTERIAL STREET FUND

4100 - WATER DIVISION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS
84.00	ACH PMT NO. - 80054641

ACTION MATERIALS	PAVING REPAIRS/MAINTENANCE
2,767.84	ACH PMT NO. - 80054642

ANATEK LABS INC	CONTRACTUAL SERVICES
896.00	ACH PMT NO. - 80054736

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
76,804.98	ACH PMT NO. - 80054651

CENTURYLINK	TELEPHONE
800.59	CHECK NO. - 00553119

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES
79.54	ACH PMT NO. - 80054662

DANIEL THURSTON	REFUNDS
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75.92	776 SILVER ST	CHECK NO. - 00553138
771.85	ENVIRONMENTAL RESOURCE ASSOCIATES dba ERA	CONTRACTUAL SERVICES ACH PMT NO. - 80054758
1,150.43	FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054669
137.88	HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054835
4,900.00	IRRIGATION ASSOCIATION	REGISTRATION/SCHOOLING ACH PMT NO. - 80054686
118.83	NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054840
139.26	NORTHROP GRUMAN SYSTEMS CORP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054695
4,324.58	OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80054789
473.28	RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054843
823.49	SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00553157

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

172.34	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00553158
264,096.69	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00553158
104.34	STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80054849
87.00	VINCENT M MCNALL	PERMITS/OTHER FEES CHECK NO. - 00553148
	VINCENT M MCNALL	REGISTRATION/SCHOOLING

100.00		CHECK NO. - 00553148
	WA STATE DEPT OF NATURAL RESOURCES	PERMITS/OTHER FEES CHECK NO. - 00553163
17.20		
	WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -
67.92		

----	TOTAL FOR 4100 - WATER DIVISION	
358,993.96		
4250 - INTEGRATED CAPITAL MANAGEMENT		

	BNSF RAILWAY COMPANY	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00553174
2,400.00		
	BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054742
10,785.91		
	CLEARWATER CONSTRUCTION & MANAGEMENT LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054613
99,962.25		
	COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054748
2,828.00		
	DANIEL THURSTON 776 SILVER ST	REFUNDS CHECK NO. - 00553138
35.40		
	HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054616
1,189.83		
	HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054836
2,154.77		
	LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054839
4,336.25		
	MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054618
620,660.27		
	MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054779
177.00		
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00553158
49,062.64		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS
6,921.25	ACH PMT NO. - 80054810

WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS
675.69	ACH PMT NO. - 80054717

801,189.26	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT
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4300 - SEWER FUND

DANIEL THURSTON	REFUNDS
776 SILVER ST	CHECK NO. - 00553138
8.68	

8.68	TOTAL FOR 4300 - SEWER FUND
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4310 - SEWER MAINTENANCE DIVISION

ADAMS & CLARK INC	OTHER MISC CHARGES
4,075.80	ACH PMT NO. - 80054643
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES
2,449.32	ACH PMT NO. - 80054646
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
136.16	ACH PMT NO. - 80054824
AVISTA UTILITIES	UTILITY NATURAL GAS
10.11	ACH PMT NO. - 80054651
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES
17.92	ACH PMT NO. - 80054753
LYLE T RAYFUSE	REGISTRATION/SCHOOLING
150.00	CHECK NO. - 00553153
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80054735
195.00	
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES

214.01		ACH PMT NO. - 80054793
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00553158
62,601.18		
	SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	PERMITS/OTHER FEES ACH PMT NO. - 80054847
102.00		
	SPOKANE TIN & SHEET IRON WORKS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054709
16,728.00		
	STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80054849
104.34		
	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715
1,821.65		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION
88,605.49

4320 - RIVERSIDE PARK RECLAMATION FAC

750.00	ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80054734
99,451.27	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80054651
160.15	COMCAST	IT/DATA SERVICES CHECK NO. - 00553120
2,057.61	DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80054827
380.00	EUROFINS FRONTIER GLOBAL SCIENCES INC	OPERATING SUPPLIES ACH PMT NO. - 80054667
520.00	EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80054760
	EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT REPAIRS/MAINTENANCE

195.84		ACH PMT NO. - 80054828
	INLAND ENVIRONMENTAL RESOURCES INC	LEASE/PURCHASE AGREEMENTS ACH PMT NO. - 80054685
5,984.00		
	K & L GATES LLP RCAC	LEGAL SERVICES ACH PMT NO. - 80054617
963.00		
	KGS NORTHWEST, LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00553126
2,026.11		
	LARS H HENDRON	LOCAL MILEAGE ACH PMT NO. - 80054727
66.49		
	MSI ENGINEERS INC MEULINK STAUFFENBERG INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80054781
6,000.00		
	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80054648
90.00		
	POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO. - 80054622
1,463.36		
	SMK SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054624
1,731.01		
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00553158
33,490.21		
	TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80054712
56.50		
	UNITED TECHNOLOGY CORP dba OTIS ELEVATOR CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80054811
522.22		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

889.15	VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80054715
128.97	XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80054723

156,925.89 TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC

4330 - STORMWATER

2,449.31	ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054646
92.48	NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00553150
89.18	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715

2,630.97 TOTAL FOR 4330 - STORMWATER

4340 - WATER/WW REVENUE BOND FUND

1,221.45	ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00553170
5,907,612.58	MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054620

5,908,834.03 TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND

4370 - SEWER CONSTRUCTION FUND

108,060.99	GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80054831
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108,060.99 TOTAL FOR 4370 - SEWER CONSTRUCTION FUND

4480 - SOLID WASTE FUND

1,711.77	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00553158
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1,711.77 TOTAL FOR 4480 - SOLID WASTE FUND

4490 - SOLID WASTE DISPOSAL

1,869.17	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80054651
	HONORABLE MAYOR AND COUNCIL MEMBERS	
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
7,026.59	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80054739
138.18	BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80054654
14,915.35	BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054796
192.28	DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO. - 80054754
8,204.74	DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054755
1,654.85	ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80054666
240.03	FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80054829
268.82	FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80054829
164.37	FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054829
23.92	FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80054829
6.78	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80054671
896.94	GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054832
	GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES

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31,002.78	ACH PMT NO. - 80054676
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00553217
800.00	
HITACHI Zosen INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80054681
55,732.12	
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054767
1,674.04	
J & T'S LAWN CARE INC DBA GREENSCAPE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80054770
1,688.48	
KONECRANES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054772
8,365.27	
LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054757
10,602.56	
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80054838
677.71	
HONORABLE MAYOR AND COUNCIL MEMBERS	
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80054778
6,875.00	
MICHELLE DORGAN	LOCAL MILEAGE ACH PMT NO. - 80054725
280.68	
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80054840
1,269.54	
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80054841
5,660.39	
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80054823
505.00	
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80054842
700.00	
PRIME PEST CONTROL	PROFESSIONAL SERVICES

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186,280.39	TOTAL FOR 4490 - SOLID WASTE DISPOSAL
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	BENDER, DUSTIN D	LOCAL MILEAGE
36.52		CHECK NO. - 00553171
	BRADLEY MCPHEE	OTHER TRANSPORTATION EXPENSES
29.55		CHECK NO. - 00553149
	BRADLEY MCPHEE	PER DIEM
161.00		CHECK NO. - 00553149
	BRIAN EICKMEYER	PERMITS/OTHER FEES
102.00		CHECK NO. - 00553178

LANDSCAPE/GROUNDS MAINT

3,435.69		ACH PMT NO. - 80054825
	CENTURYLINK	TELEPHONE
56.49		CHECK NO. - 00553175
	COMCAST	TELEPHONE
265.65		CHECK NO. - 00553176
	CRAMBLIT INC	OPERATING SUPPLIES
5,740.56	dba HOTSYS OF SPOKANE	ACH PMT NO. - 80054682
	FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES
67.78	VIKING LOGIC INC	ACH PMT NO. - 80054761
	RIPPLINGER ENGINEERING	PROFESSIONAL SERVICES
1,079.70	LABORATORIES	ACH PMT NO. - 80054795
	SPOKANE CITY TREASURER	CODE ENFORCEMENT
29,000.00		CHECK NO. - 00553155
	SPOKANE CITY TREASURER OR	EXTERNAL TAXES/OPER ASSESSMT
65,992.63	WASH STATE DEPT OF REVENUE	CHECK NO. - 00553158
	SPOKANE PRO CARE INC	CONTRACTUAL SERVICES
688.68		ACH PMT NO. - 80054805
	SWANA	OTH DUES/SUBSCRIPTNS/MEMBERSHP
1,317.00		CHECK NO. - 00553183
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	TOTAL FOR 4500 - SOLID WASTE COLLECTION	
107,973.25		
	4600 - GOLF FUND	

	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
32.18		ACH PMT NO. - 80054739
----		-----
	TOTAL FOR 4600 - GOLF FUND	
32.18		
	4700 - DEVELOPMENT SVCS CENTER	

	ADT LLC	PERMIT REFUNDS PAYABLE
15.00	16810 E EUCLID	CHECK NO. - 00553143

2,500.00	CHIPMAN UNITED/DIV OF CHIPMAN MOVING & STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80054746
209.00	CORINNE HALL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80054726
53.28	JACQUE WEST	OPERATING SUPPLIES CHECK NO. - 00553185
10.00	KTU OF SPOKANE PO BOX 28899	PERMIT REFUNDS PAYABLE CHECK NO. - 00553142

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1,602.00	SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80054847
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4,389.28

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

5100 - FLEET SERVICES FUND

119.40	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80054651
371.61	BATTERY SYSTEMS INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80054655
948.38	BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80054656
3,837.05	CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054658
6,571.04	CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80054660
655.50	CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80054661
3,829.17	KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80054687
	PETROCARD SYSTEMS INC	MOTOR FUEL-OUTSIDE VENDOR

79.51	PACIFIC PRIDE	CHECK NO. - 00553151
241.91	WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	DEPOSIT-SALES TAX CHECK NO. - 00553184
17,833.77	WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80054721

34,487.34 TOTAL FOR 5100 - FLEET SERVICES FUND

5200 - PUBLIC WORKS AND UTILITIES

10.00	DANIEL THURSTON 776 SILVER ST	REFUNDS CHECK NO. - 00553138
77.92	DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES CHECK NO. - 00553127
627.85	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00553158

715.77 TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

5300 - IT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

24.91	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80054649
111.64	AT&T	TELEPHONE CHECK NO. - 00553118
4.36	FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80054830
9,384.58	NETWORK DESIGN & MGMNT INC DBA NDM TECHNOLOGIES	HARDWARE MAINTENANCE ACH PMT NO. - 80054783
	NORTHWEST VITAL RECORDS	ALARM/SECURITY SERVICES

682.50	CENTER INC	ACH PMT NO. - 80054787
	PITNEY BOWES	OPERATING RENTALS/LEASES
339.46		CHECK NO. - 00553181
	SHI CORP	SOFTWARE MAINTENANCE
5,108.53		ACH PMT NO. - 80054846
	SPOKANE COUNTY TREASURER	ADVISORY TECHNICAL SERVICE
81.67		ACH PMT NO. - 80054708
	SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE
14,097.97		ACH PMT NO. - 80054802
	VERIZON WIRELESS	CELL PHONE
57.75		ACH PMT NO. - 80054715
	WESLEY HOWARD MORRIS	ADVISORY TECHNICAL SERVICE
380.00	DBA MORRIS NETWORK CONTRACTING	ACH PMT NO. - 80054814

TOTAL FOR 5300 - IT FUND

30,273.37

5310 - IT CAPITAL REPLACEMENT FUND

	DELL MARKETING LP	COMPUTERS
4,881.68	%DELL USA LP	ACH PMT NO. - 80054827

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

4,881.68

5400 - REPROGRAPHICS FUND

1,414.28	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES
		ACH PMT NO. - 80054662
676.74	FIRST IMPRESSIONS CREATIVE PRINTING INC	PRINTING/BINDING/REPRO CHECK NO. - 00553215
9.45	FRANK ESPINOZA	OPERATING SUPPLIES CHECK NO. - 00553123
152.32	GARLAND PRINTING CO	OPERATING SUPPLIES CHECK NO. - 00553216

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

196.28	HAIGHT BROTHERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80054678
2,865.00	MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	HARDWARE MAINTENANCE ACH PMT NO. - 80054777
1,398.70	WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80054854

6,712.77	TOTAL FOR 5400 - REPROGRAPHICS FUND	

5600 - ACCOUNTING SERVICES		

84.00	ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80054641
2,200.50	THOMSON REUTERS INC	REGISTRATION/SCHOOLING CHECK NO. - 00553218
67.75	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80054715

2,352.25	TOTAL FOR 5600 - ACCOUNTING SERVICES	

5800 - RISK MANAGEMENT FUND		

31,595.11	US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80054714

31,595.11	TOTAL FOR 5800 - RISK MANAGEMENT FUND	

5830 - EMPLOYEES BENEFITS FUND		

64.87	AMY BLACK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80054724
	ASSURANCE FITNESS REPAIR	WELLNESS

195.00 ACH PMT NO. - 80054650

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON INSURANCE CLAIMS
126,358.03 ACH PMT NO. - 80054834

KEPRO ACQUISITIONS, INC PROFESSIONAL SERVICES
4,500.00 ACH PMT NO. - 80054688

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER INSURANCE CLAIMS
422,487.37 ACH PMT NO. - 80054700

WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE INSURANCE ADMINISTRATION
3,531.35 ACH PMT NO. - 80054853

WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE INSURANCE CLAIMS
35,313.54 ACH PMT NO. - 80054853

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND
592,450.16

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80054737
19.58

BRILES FENCING CORPORATION BUILDING REPAIRS/MAINTENANCE
206.72 ACH PMT NO. - 80054612

FIRE PROTECTION SPECIALISTS LLC OTHER REPAIRS/MAINTENANCE
1,015.00 CHECK NO. - 00553028

LILAC CITY SPRINKLERS BUILDING REPAIRS/MAINTENANCE
270.20 ACH PMT NO. - 80054775

MCKINSTRY CO LLC BUILDING REPAIRS/MAINTENANCE
364.48 LOCKBOX ACH PMT NO. - 80054619

SNO VALLEY PROCESS SOLUTIONS BUILDING REPAIRS/MAINTENANCE
2,950.00 ACH PMT NO. - 80054707

4,825.98 TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

5901 - ASSET MANAGEMENT FUND CAPITAL

AARDVARK	PROTECTIVE GEAR/CLOTHING
	ACH PMT NO. - 80054729
4,915.44	
INTERWEST TELECOM SERVICES CRP	BUILDING IMPROVEMENTS
DBA INTERWEST COMMUNICATIONS	ACH PMT NO. - 80054769
15,122.90	

20,038.34 TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL

6200 - FIREFIGHTERS' PENSION FUND

EDWARD THEW	SERVICE REIMBURSEMENT
	CHECK NO. - 00553044
403.74	
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT
	CHECK NO. - 00553032
25,705.00	
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT
	CHECK NO. - 00553032
6,745.00	
HAROLD R MCBRIDE	SERVICE REIMBURSEMENT
	CHECK NO. - 00553035
2,995.00	
NEIGHBORCARE PHARMACY SVCS DBA	SERVICE REIMBURSEMENT
EVERGREEN PHARMACEUTICAL LLC	CHECK NO. - 00553036
91.71	
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT
SPOKANE CITY TREASURER	ACH PMT NO. - 80054700
78,566.74	

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RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT
	CHECK NO. - 00553037
16,506.00	
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT
	CHECK NO. - 00553037
542.49	
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSEMENT
	CHECK NO. - 00553039
27,051.00	

	ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSMENT
		CHECK NO. - 00553039
483.00		
	SILVERADO PEORIA	SERVICE REIMBURSMENT
		CHECK NO. - 00553040
4,500.00		
	SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT
		CHECK NO. - 00553041
3,475.00		
	SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSMENT
		CHECK NO. - 00553041
2,000.00		
	SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSMENT
		CHECK NO. - 00553042
45.00		
	WILLIAM R WHITE	SERVICE REIMBURSMENT
		CHECK NO. - 00553045
104.75		

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TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND
169,214.43

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6300 - POLICE PENSION

4,573.00	CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00553031
488.00	CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00553031
2,809.79	DENISE GEIST	SERVICE REIMBURSEMENT ACH PMT NO. - 80054639
8,960.00	FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00553032
1,735.00	FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00553032
5,500.00	GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00553033
44.50	LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00553034
	PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT

488.00

2,809.79

8,960.00

1,735.00

5,500.00

44.50

SERVICE REIMBURSEMENT
ACH PMT NO. - 80054639

SERVICE REIMBURSEMENT
CHECK NO. - 00553032

SERVICE REIMBURSEMENT
CHECK NO. - 00553032

SERVICE REIMBURSEMENT
CHECK NO. - 00553033

SERVICE REIMBURSEMENT
CHECK NO. - 00553034

SERVICE REIMBURSEMENT

SPOKANE CITY TREASURER ACH PMT NO. - 80054700
44,547.24

ROSAUER'S PHARMACY SERVICE REIMBURSEMENT
688.08 CHECK NO. - 00553038

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SULLIVAN VENTURES, LLC SERVICE REIMBURSEMENT
7,000.00 DBA SULLIVAN PARK ASSISTED LVG CHECK NO. - 00553043

SULLIVAN VENTURES, LLC SERVICE REIMBURSEMENT
1,900.00 DBA SULLIVAN PARK ASSISTED LVG CHECK NO. - 00553043

TOTAL FOR 6300 - POLICE PENSION
78,245.61

TOTAL CLAIMS
9,495,380.12

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,618.52	409.45	
00553028	FIRE PROTECTION SPECIALISTS	1,015.00		
00553029	CAROLYN WEERE	1,000.00		
00553030	WILLIAMS INLAND DISTRIBUTORS			1,244.17
00553031	CRISTA SENIOR COMMUNITY	5,061.00		
00553032	FAIRWINDS SPOKANE LLC	43,145.00		
00553033	GN HEARING CARE CORPORATION	5,500.00		
00553034	LIFELINE SYSTEMS CO	44.50		
00553035	HAROLD R MCBRIDE	2,995.00		
00553036	NEIGHBORCARE PHARMACY SVCS D	91.71		
00553037	RIVERVIEW CARE CENTER	17,048.49		
00553038	ROSAUER'S PHARMACY	688.08		
00553039	ROYAL PARK CARE CENTER, LLC	27,534.00		
00553040	SILVERADO PEORIA	4,500.00		
00553041	SNOW PEAK 1 LIBERTY LAKE REA	5,475.00		
00553042	SPOKANE EAR NOSE & THROAT	45.00		
00553043	SULLIVAN VENTURES, LLC	8,900.00		
00553044	EDWARD THEW	403.74		
00553045	WILLIAM R WHITE	104.75		
00553046	ABLE CARD LLC		973.23	
00553047	GROUP W MARKETING INC		800.00	
00553048	SUSANNE MILLER		44.59	
00553049	DAVID MILLET		50.00	
00553050	HEATHER VILLA		250.00	
00553051	THE HANOVER INSURANCE GRP IN		5,113.86	
00553118	AT&T	111.64		
00553119	CENTURYLINK	1,462.85		
00553120	COMCAST	160.15		
00553121	BRENDA L CORBETT	324.71		
00553122	EASTERN WASHINGTON ATTORNEY	50.00		
00553123	FRANK ESPINOZA	9.45		
00553124	THE FIG TREE/SPOKANE	235.00		
00553125	JESSICA FISHER	184.42		
00553126	KGS NORTHWEST, LLC	2,026.11		
00553127	DEVRIES INFORMATION MANAGEME	77.92		
00553128	SERGEY YERMOLA	32.50		
00553129	RICHARD TERZIEFF	20.00		
00553130	PAMALYNN MAE BRAULT	20.00		
00553131	SAMUEL MARKOFSKI	700.00		
00553132	MEG MCCOY	170.00		
00553133	GENERAL STORES INC	150.00		
00553134	VERLYS ZDENEK	1,000.00		
00553135	LISA HUFNAGEL	1,000.00		
00553136	CARMEN FISCHER	1,000.00		
00553137	SHON CHAVEZ	1,000.00		
00553138	DANIEL THURSTON	130.00		
00553139	KALIN CONSTRUCTION	150.00		
00553140	KALIN EXCAVATION	990.00		
00553141	SARFF INVESTMENTS LLC	6,778.84		
00553142	KTU OF SPOKANE	10.00		
00553143	ADT LLC	15.00		
00553144	ROXANNE RICHMOND	1,000.00		
00553145	KELLAN THOMPSON	15.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00553146	ANDREW S MURPHEY	55.00		
00553147	JESSE A LONG	177.00		
00553148	VINCENT M MCNALL	187.00		
00553149	BRADLEY MCPHEE	190.55		
00553150	NORTH SPOKANE IRRIGATION	92.48		
00553151	PETROCARD SYSTEMS INC	79.51		
00553152	PRIME PEST CONTROL	154.50		
00553153	LYLE T RAYFUSE	150.00		
00553154	JO BLANEY	1,212.00		
00553155	SPOKANE CITY TREASURER	29,000.00		
00553156	SPOKANE CITY TREASURER	387.04		
00553157	SPOKANE CITY TREASURER	436.45		
00553158	SPOKANE CITY TREASURER OR	495,149.99		
00553159	CRAIG MEIDL OR JUSTIN LUNDGR	1,030.00		
00553160	TECHSMITH CORPORATION	212.05		
00553161	UNITED PARCEL SERVICE	16.44		
00553162	SOUTHERN POLICE INSTITUTE	1,195.00		
00553163	WA STATE DEPT OF NATURAL	17.20		
00553164	WA STATE PATROL	5,800.00		
00553165	WA STATE PATROL	32.00		
00553166	GLEASON INITIATIVE FOUNDATIO			437.00
00553167	PARK DEPT IMPREST FUND			286.15
00553168	MOUNTAIN CONSULTING SVCS LLC			
00553169	SPOKANE CITY TREASURER			
00553170	ABADAN REPROGRAPHICS	1,221.45		
00553171	BENDER, DUSTIN D	36.52		
00553172	BNSF RAILWAY COMPANY	800.00		
00553173	BNSF RAILWAY COMPANY	800.00		
00553174	BNSF RAILWAY COMPANY	800.00		
00553175	CENTURYLINK	56.49		
00553176	COMCAST	265.65		
00553177	EASTERN WASHINGTON ATTORNEY	65.00		
00553178	BRIAN EICKMEYER	102.00		
00553179	QUEEN B RADIO INC dba	1,120.00		
00553180	ABBNEY CRAWFORD	500.00		
00553181	PITNEY BOWES	339.46		
00553182	SPOKANE COUNTY BAR ASSN	40.75		
00553183	SWANA	1,317.00		
00553184	WA STATE DEPT OF REVENUE	241.91		
00553185	JACQUE WEST	53.28		
00553186	WHITWORTH WATER DISTRICT NO	75.58		
00553187	ABLE CARD LLC		3,409.39	
00553188	AUTO-RAIN SPRINKLER		155.81	
00553189	CENTER POINT PUBLISHING INC		270.24	
00553190	LEE ENTERRISES INC DBA		458.75	
00553191	NYDIA MARTINEZ		75.00	
00553192	RAY RAST		75.00	
00553193	AMANDA MOULTON		50.00	
00553194	OFFICE OF THE CODE REVISER		250.24	
00553195	SPOKANE PUBLIC LIBRARY IMPRE		3.27	
00553196	WA STATE DEPT OF REVENUE		171.10	
00553199	WA STATE DEPT OF REVENUE			99,787.47
00553211	AT&T MOBILITY	1,100.12		

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00553212	CENTURYLINK	576.14		
00553213	DMCMA TREASURER	100.00		
00553214	MARY ELLEN ERTEL	120.00		
00553215	FIRST IMPRESSIONS CREATIVE	676.74		
00553216	GARLAND PRINTING CO	152.32		
00553217	GROUP W MARKETING INC	800.00		
00553218	THOMSON REUTERS INC	2,200.50		
80054611	BACON CONCRETE INC	1,083.68		
80054612	BRILES FENCING CORPORATION	206.72		
80054613	CLEARWATER CONSTRUCTION &	99,962.25		
80054614	FRONTIER BEHAVIORAL HEALTH			
80054615	GARCO CONSTRUCTION INC	133,226.13		
80054616	HALME CONSTRUCTION INC	1,374.17		
80054617	K & L GATES LLP	963.00		
80054618	MAX J KUNEY COMPANY	620,660.27		
80054619	MCKINSTRY CO LLC	364.48		
80054620	MWH CONSTRUCTORS INC &	5,907,612.58		
80054621	CARRIE L PAETSCH	1,196.85		
80054622	POINTE PEST CONTROL	1,463.36		
80054623	SISTER CITIES ASSN OF SPOKAN	2,000.00		
80054624	SMK SERVICE INC	1,731.01		
80054625	SPOKANE NEIGHBORHOOD ACTION			
80054626	SPOKANE REGIONAL SPORTS	2,740.83		
80054627	SPOKANE TRANSIT AUTHORITY	5,018.94		
80054628	SYSO FOOD SERVICES INC			4,903.51
80054629	TRANSITIONS DBA TRANSITIONAL			
80054630	US BANK TRAVEL CARD	58,732.57	2,824.93	3,198.45
80054631	VOLUNTEERS OF AMERICA OF			
80054632	ALSCO DIVISION OF ALSCO INC		34.41	
80054633	AVISTA UTILITIES		2,537.13	
80054634	COWLES PUBLISHING COMPANY		792.52	
80054635	GOODALE & BARBIERI COMPANY	80,000.00		
80054636	OCLC INC		6,157.93	
80054637	JOSEPH J ROISE		65.95	
80054638	DBA JOHNSON CONTROLS FIRE		585.29	
80054639	DENISE GEIST	2,809.79		
80054640	ABM JANITORIAL SERVICES SOUT	972.75		
80054641	ACRANET CBS BRANCH/DIV OF	1,746.00		
80054642	ACTION MATERIALS	2,767.84		
80054643	ADAMS & CLARK INC	4,075.80		
80054644	ALL SERVICE WEST TOWING	70.72		
80054645	ROBERT EARL ALFORD	106.08		
80054646	ALSCO DIVISION OF ALSCO INC	4,898.63		
80054647	AASHTO 2	1,235.00		
80054648	NORTHWEST INDUSTRIAL SERVICE	415.00		
80054649	ARAMARK UNIFORM SERVICES	1,286.14		
80054650	ASSURANCE FITNESS REPAIR	195.00		
80054651	AVISTA UTILITIES	187,196.98		
80054652	A-PRO AUTO BODY AND TOWING	106.08		
80054653	B & B TOWING LLC	88.40		

80054654	BANNER FURNACE & FUEL	138.18
80054655	BATTERY SYSTEMS INC	371.61
80054656	BRIDGESTONE AMERICAS INC	948.38

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80054657	BUDINGER & ASSOCIATES INC	7,729.06		
80054658	CINTAS CORPORATION NO 3	3,837.05		
80054659	CITY SERVICE VALCON LLC	12,929.69		
80054660	CONNELL OIL INC	6,571.04		
80054661	CONTRACT DESIGN ASSOCIATES I	655.50		
80054662	COPIERS NORTHWEST INC	5,322.60		
80054663	DESAUTEL HEGE COMMUNICATIONS			2,297.50
80054664	DEVRIES INFORMATION MANAGEME	147.84		
80054665	HARWIN LLC	147.70		
80054666	ELJAY OIL CO INC	1,654.85		
80054667	EUROFINS FRONTIER GLOBAL	380.00		
80054668	EVERGREEN STATE TOWING LLC	70.72		
80054669	FASTENAL CO	7,312.46		
80054670	FEDERAL EXPRESS CORP/DBA FED	8.63		
80054671	FIKES NORTHWEST INC/DIV OF	81.34		
80054672	GALLS LLC	11,465.07		
80054673	GARCO CONSTRUCTION INC			742,040.42
80054674	GEO ENGINEERS INC			3,411.25
80054675	GRAINGER INC	226.31		
80054676	GRAYMONT CAPITAL INC.	31,002.78		
80054677	GUNARAMA WHOLESALE INC	2,604.93		
80054678	HAIGHT BROTHERS INC	196.28		
80054679	HORIZON DISTRIBUTORS	33.90		
80054680	HISTORICAL RESEARCH ASSOCIAT	4,791.27		
80054681	HITACHI ZOSEN INOVA U.S.A.	55,732.12		
80054682	CRAMBLIT INC	5,740.56		
80054683	CPM DEVELOPMENT CORP DBA	28,459.13		
80054684	INLAND ELEVATOR LLC	767.63		
80054685	INLAND ENVIRONMENTAL RESOURC	5,984.00		
80054686	IRRIGATION ASSOCIATION	4,900.00		
80054687	KENWORTH SALES COMPANY	3,829.17		
80054688	KEPRO ACQUISTIONS, INC	4,500.00		
80054689	KERSHAW INC	181.13		
80054690	LEXIS-NEXIS RISK & ANALYTICS	100.64		
80054691	MATTHEW BENDER & CO INC	31.01		
80054692	LSB CONSULTING ENGINEERS PLL	3,613.02		
80054693	NAC ARCHITECTURE			475.00
80054694	NELSON'S TOWING AND REPAIR/	194.48		
80054695	NORTHROP GRUMAN SYSTEMS CORP	139.26		
80054696	OXARC INC	2,689.97		
80054697	PATRIOT FIRE PROTECTION INC	171.36		
80054698	PCS MOBILE	4,569.60		
80054699	PITNEY BOWES GLOBAL FINANCIA	1,085.19		
80054700	PREMERA BLUE CROSS OR	545,601.35		
80054701	PRO MECHANICAL SERVICES INC	142.26		
80054702	RAY TURF FARMS INC	65.28		
80054703	RIVER PARK SQUARE LLC	198.00		

80054704	SAGEVIEW CONSULTING GROUP, L	2,874.00
80054705	SHAMROCK MANUFACTURING INC	4,508.68
80054706	SPOKANE NEIGHBORHOOD ACTION	
80054707	SNO VALLEY PROCESS SOLUTIONS	2,950.00
80054708	SPOKANE COUNTY TREASURER	10,722.18
80054709	SPOKANE TIN & SHEET IRON WOR	16,728.00

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80054710	SPOKANE TOWING/DIV OF	141.44		
80054711	STANTEC ARCHITECTURE INC			335.25
80054712	TESTAMERICA LABORATORIES INC	56.50		
80054713	UNIVERSAL PROTECTION SERVICE	190.48		
80054714	US BANK OR CITY TREASURER	31,595.11		
80054715	VERIZON WIRELESS	33,541.23		
80054716	VOLUNTEERS OF AMERICA OF			
80054717	WA STATE DEPT/TRANSPORTATION	3,449.35		
80054718	WCP SOLUTIONS	360.60		
80054719	WESTERN STATES ASPHALT LLC	2,774.40		
80054720	WILLIAMS TOWING & RECOVERY L	106.08		
80054721	WINGFOOT COMMERCIAL TIRE	17,833.77		
80054722	WYOMING WRECKER LLC	159.12		
80054723	XO COMMUNICATIONS INC	128.97		
80054724	AMY BLACK	64.87		
80054725	MICHELLE DORGAN	280.68		
80054726	CORINNE HALL	209.00		
80054727	LARS H HENDRON	66.49		
80054728	KELSEY SCOTT	1,620.00		
80054729	AARDVARK	4,915.44		
80054730	ABM JANITORIAL SERVICES SOUT	3,292.56		
80054731	ADAMS & CLARK INC	448.80		
80054732	INLAND NW AGC APPRENTICESHIP			
80054733	VYANET OPERATIONS GROUP dba	759.00		
80054734	ALS LABORATORY GROUP	750.00		
80054735	NORTHWEST INDUSTRIAL SERVICE	195.00		
80054736	ANATEK LABS INC	896.00		
80054737	ARAMARK UNIFORM SERVICES	46.67		
80054738	AVISTA CORPORATION	2,327.97		
80054739	AVISTA UTILITIES	17,771.06	6,843.09	64,410.69
80054740	BAKER & TAYLOR BOOKS		13,193.07	
80054741	BEACON SERVICE INC	1,298.09		
80054742	BUDINGER & ASSOCIATES INC	7,212.36		
80054743	CENGAGE LEARNING INC		627.82	
80054744	CHAPTER & VERSE INC	24,143.19		
80054745	CHEMSEARCH FE DIVISION		284.36	
80054746	CHIPMAN UNITED/DIV OF CHIPMA	10,000.00		
80054747	CI TECHNOLOGIES, INC	1,131.96		
80054748	COFFMAN ENGINEERS INC	2,828.00		
80054749	STEVE CONNER			5,132.37
80054750	COPIERS NORTHWEST INC	48.96		
80054751	COWLES PUBLISHING COMPANY	151.20		
80054752	CREEK AT QUALCHAN GOLF COUR			5,488.65
80054753	DEVRIES INFORMATION MANAGEME	17.92		

80054754	DICK IRVIN INC.	192.28
80054755	DIVCO INC	8,204.74
80054756	DOWNTOWN SPOKANE PARTNERSHIP	2,592.71
80054757	LECCO ENTERPRISES LLC	10,602.56
80054758	ENVIRONMENTAL RESOURCE	771.85
80054759	LUKE ESSER	2,500.00
80054760	EUROFINS FRONTIER GLOBAL	520.00
80054761	FIKES NORTHWEST INC/DIV OF	94.89
80054762	FOUR SEASONS LANDSCAPING INC	1,746.24

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 38

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 09/24/18
TIME: 08:07
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80054763	GARY S NELSON CONSULTING	4,275.00		
80054764	GRAINGER INC	28.94		
80054765	GREENLEAF LANDSCAPING INC		707.28	
80054766	GROUP 4 ARCHITECTURE,RESEARC		30,054.00	
80054767	HYDRAULICS PLUS INC	1,674.04		
80054768	INGRAM LIBRARY SERVICES LLC		4.11	
80054769	INTERWEST TELECOM SERVICES C	15,122.90		
80054770	J & T'S LAWN CARE INC	1,688.48		
80054771	KING BEVERAGE INC			224.90
80054772	KONECRANES INC	8,365.27		
80054773	KPFF CONSULTING ENGINEERS	36,258.71		
80054774	LANGUAGE LINE SERVICES	16.86		
80054775	LILAC CITY SPRINKLERS	270.20		
80054776	LSB CONSULTING ENGINEERS PLL	2,527.50		
80054777	MARK ANDY INC	2,865.00		
80054778	MCCOY POWER CONSULTANTS INC	6,875.00		
80054779	MICHAEL TERRELL LANDSCAPE	235.80		
80054780	MIDWEST TAPE		225.70	
80054781	MSI ENGINEERS INC	6,000.00		
80054782	NATIONAL COUNCIL FOR COM DEV	3,000.00		
80054783	NETWORK DESIGN & MGMNT INC	9,384.58		
80054784	NE COMMUNITY CENTER ASSN	76,350.55		
80054785	NORCO INC	4.05		
80054786	CARRIE L PAETSCH	898.92		
80054787	NORTHWEST VITAL RECORDS	682.50		
80054788	OVERDRIVE INC		2,545.82	
80054789	OXARC INC	1,634.61		
80054790	PARKEON INC	570.00		
80054791	PARTNERS WITH FAMILIES &			
80054792	PROVOST PROFESSIONAL	315.17		
80054793	RAILROAD MANAGEMENT CO III L	214.01		
80054794	RECORDED BOOKS INC		1,021.43	
80054795	RIPPLINGER ENGINEERING	1,079.70		
80054796	BRANDSAFWAY SERVICES INC	14,915.35		
80054797	SAN DIEGO POLICE EQUIP CO IN	5,079.22		
80054798	SANDBAGGERS CLUB LLC			5,985.53
80054799	SENSKE PEST CONTROL	805.12		
80054800	SPOKANE NEIGHBORHOOD ACTION			
80054801	DR LOUIS C SOWERS	1,000.00		
80054802	SPOKANE COUNTY TREASURER	68,906.34		
80054803	SPOKANE HOOPFEST ASSOCIATION	8,200.00		

80054804	SPOKANE POLICE CHAPLAINCY	9,375.00	
80054805	SPOKANE PRO CARE INC	688.68	
80054806	T & T GOLF MANAGEMENT INC		10,242.47
80054807	LARRY TANGEN	1,189.50	
80054808	THOMSON WEST	5,047.29	
80054809	TRANSITIONS DBA TRANSITIONAL		
80054810	TRINDERA ENGINEERING	6,921.25	
80054811	UNITED TECHNOLOGY CORP	522.22	
80054812	VERIZON WIRELESS	55.62	307.69
80054813	VOLUNTEERS OF AMERICA OF		
80054814	WESLEY HOWARD MORRIS	380.00	
80054815	WESTERN EXTERMINATOR COMPANY	739.84	

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 38

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 09/24/18
 TIME: 08:07
 PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80054816	WITHERSPOON BRAJCICH	6,980.09		
80054817	YFA CONNECTIONS			
80054818	YWCA			
80054822	ALLIED ENVELOPE	234.04		
80054823	NORTHWEST INDUSTRIAL SERVICE	360.00		
80054824	AVISTA UTILITIES	37,101.33		
80054825	C & C YARD CARE	3,435.69		
80054826	CAMTEK INC	870.40		
80054827	DELL MARKETING LP	7,177.01		
80054828	EVOQUA WATER TECHNOLOGIES LL	195.84		
80054829	FASTENAL CO	625.70		
80054830	FEDERAL EXPRESS CORP/DBA FED	88.40		
80054831	GARCO CONSTRUCTION INC	108,060.99		
80054832	GENERAL KINEMATICS CORPORATI	896.94		
80054833	GRIFFIN PUBLISHING INC	994.83		
80054834	KAISER FOUNDATION HEALTH PLA	126,358.03		
80054835	HORIZON DISTRIBUTORS	103.98		
80054836	HISTORICAL RESEARCH ASSOCIAT	2,154.77		
80054837	INTERFAITH HOSPITALITY			
80054838	LOOMIS ARMORED US INC	1,661.51		
80054839	LSB CONSULTING ENGINEERS PLL	1,808.75		
80054840	NORCO INC	1,388.37		
80054841	NORTHSTAR CHEMICAL INC	5,660.39		
80054842	OIL RE-REFINING CO INC	700.00		
80054843	RAY TURF FARMS INC	408.00		
80054844	M SCHRODER LLC	813.74		
80054845	SPOKANE NEIGHBORHOOD ACTION			
80054846	SHI CORP	5,188.53		
80054847	SPOKANE COUNTY AUDITOR	2,516.00		
80054848	SPOKANE INT'L AIRPORT	654.67		
80054849	STANDARD DIGITAL PRINT CO IN	208.68		
80054850	VERIZON WIRELESS	7,769.77		
80054851	VOLUNTEERS OF AMERICA OF			
80054852	WA ASSN OF CODE ENFORCEMENT	280.00		
80054853	WASHINGTON DENTAL SERVICE OR	38,844.89		
80054854	WCP SOLUTIONS	1,038.10		
80054855	XO COMMUNICATIONS INC	59.16		

9,495,380.12	81,372.46	949,900.78
		=====
CITYWIDE TOTAL:		10,875,104.88

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

10/01/2018

<u>Date Rec'd</u>	9/26/2018
<u>Clerk's File #</u>	CPR 2018-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: September 22, 2018. Payroll check #550703 through check #550845 \$6,930,813.87

Summary (Background)

N/A

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 6,930,813.87	# N/A
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	SANDERS, THERESA	
Additional Approvals		
<u>Purchasing</u>		

PAYROLL RECAP BY FUND
PAY PERIOD ENDING SEPTEMBER 22, 2018

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	7,906.85
0230	CIVIL SERVICE	25,202.41
0260	CITY CLERK	14,836.82
0320	COUNCIL	32,687.33
0330	PUBLIC AFFAIRS / COMMUNICATIONS	21,629.58
0370	ENGINEERING SERVICES	186,849.93
0410	FINANCE	26,582.91
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,616.80
0450	CD/HS DIVISION	7,365.98
0470	HISTORIC PRESERVATION	4,332.60
0500	LEGAL	115,816.83
0520	MAYOR	26,388.00
0550	NEIGHBORHOOD SERVICES	11,368.01
05601	MUNICIPAL COURT	103,973.34
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,752.00
0620	HUMAN RESOURCES	29,211.98
0650	PLANNING SERVICES	41,002.15
0680	POLICE	1,505,993.04
0690	PROBATION SERVICES	29,372.41
0700	PUBLIC DEFENDERS	81,789.30
0750	ECONOMIC DEVELOPMENT	9,576.81
0860	TREASURER	8,609.60
	TOTAL GENERAL FUND	2,310,864.68

FUND	FUND NAME	TOTAL
1100	STREET	259,193.69
1200	CODE ENFORCEMENT	34,939.20
1300	LIBRARY	177,654.25
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	333,601.49
1460	PARKING METER	29,160.39
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,840.80
1620	PUBLIC SAFETY & JUDICIAL GRANT	28,922.23
1630	COMBINED COMMUNICATIONS CENTER	71,175.53
1680	CD/HS	47,682.53
1970	EMS FUND	0.00
4100	WATER	1,434,310.90
4250	INTEGRATED CAPITAL FUND	405,028.60
4300	SEWER	43,115.73
4480	REFUSE	476,013.89
4490	SOLID WASTE	259,554.01
4600	GOLF	260,832.12
4700	GENERAL SERVICES FUND	56,979.96
5100	FLEET SERVICE	141,163.19
5200	PUBLIC WORKS & UTILITY FUND	89,243.73
5300	MIS	40,085.61
5400	REPROGRAPHICS	173,413.50
5500	PURCHASING	8,208.00
5600	ACCOUNTING SERVICES	16,083.31
5700	MY SPOKANE	95,969.62
5810	WORKER'S COMPENSATION	24,356.96
5830	SELF-FUNDED MEDICAL/DENTAL	17,137.62
5900	ASSET MANAGEMENT	11,066.40
6060	CITY RETIREMENT	37,349.06
6750	REGIONAL PLAN	10,384.00
		<u>33,482.87</u>
	TOTAL	6,930,813.87

MINUTES OF SPOKANE CITY COUNCIL

Monday, September 17, 2018

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:31 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

The City Council received an overview from staff on the September 24, 2018, Advance Agenda items.

Action to Approve September 24, 2018, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the September 24, 2018, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, September 24, 2018; **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council reviewed the September 17, 2018, Current Agenda for changes.

Interlocal Agreement with Spokane County Treasurer (OPR 2018-0556)

Upon review of the September 17 Current Agenda, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Beggs, **to defer** for one week (to September 24, 2018) the Interlocal Agreement with Spokane County Treasurer for processing payments of utility bills; **carried unanimously.**

City Council Letter Regarding Representation on the SPOCOM Governing Board
(CPR 2018-0030)

Upon review of the September 17 Current Agenda, the following actions were taken:

Motion by Council Member Fagan, seconded by Council Member Mumm, **to suspend** the Council Rules; **carried unanimously.**

Motion by Council Member Fagan, seconded by Council Member Stratton, **to add** the Second Amendment to Purchase and Sale Agreement with Liquidation Holdings (to the September 17 Current Consent Agenda); **carried unanimously.**

Second Amendment to Purchase and Sale Agreement with Liquidation Holdings
(OPR 2018-0357)

With the rules already having been suspended as it pertains to the above item, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Mumm, **to add** the Second Amendment to Purchase and Sale Agreement with Liquidation Holdings; **carried unanimously.**

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council unanimously approved Staff Recommendations for the following:

Purchases without Contract by Fleet Services of:

- a. Two Chevy Tahoes for the Police Department from Bud Clary Auto Dealerships using Washington State Contract #05916—\$93,377.93 (incl. tax). (OPR 2018-0572)
- b. Eighteen Police Ford Interceptors for the Police Department from Columbia Ford (Longview, WA) using the Washington State Contract #05916—\$755,232.15 (incl. tax). (OPR 2018-0573)
- c. A Rodder Truck for the Wastewater Maintenance Department from SWS Equipment, Inc. (Spokane Valley, WA) using NJPA/Sourcewell Contract #022014-SCA—\$307,637.79 (incl. tax). (OPR 2018-0574)
- d. A Ford F550 w/dump bed and deicer unit for the Street Department from Columbia Ford (Longview, WA) using Washington State Contract #05916—\$59,522.44 (incl tax). (OPR 2018-0575)

Purchase without Contract with GALLS, LLC (Spokane, WA) for the Spokane Police Department's ballistic body armor utilizing Washington State contract #07115—\$315,000. (OPR 2018-0576)

Contracts with Michael Love Law Firm, PLLC (Spokane, WA) to provide legal services beginning May 1, 2018, and remaining in effect until terminated for:

- a. Spokane LEOFF I Firefighters' Pension Board—not to exceed \$50,000. (OPR 2018-0577)
- b. Spokane LEOFF I Police Pension Board—not to exceed \$50,000. (OPR 2018-0578)

Contract with Ogletree, Deakins, Nash, Smoak & Stewart (Portland, OR) to provide legal services for the Spokane Employees' Retirement System, commencing January 1, 2018, and remaining in effect until terminated—not to exceed \$100,000. (OPR 2018-0579)

Reports of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through September 7, 2018, total \$3,747,387.45 (Check Nos. 552633-552730; ACH Payment Nos. 54201-54367), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,480,772.35. (CPR 2018-0002)
- b. Payroll claims of previously approved obligations through: September 8, 2018: \$7,323,428.66 (Payroll Check Nos. 550526-550680). (CPR 2018-0003)

City Council Meeting Minutes: September 6, 2018. (CPR 2018-0013)

City Council Letter formally requesting proportional representation for the City of Spokane on the SPOCOM Governing Board. (CPR 2018-0030)

Council Recess/Executive Session

The City Council adjourned at 3:57 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Town Hall and Legislative Session at the Northeast Community Center, 4001 N. Cook Street.

LEGISLATIVE / TOWN HALL SESSION

Invocation

UFW Chaplain Wes Anderson provided an Invocation.

Pledge of Allegiance

Members of the Washington State Department of Veterans Affairs and Foreign Wars presented the Colors and the Pledge of Allegiance was led by Council Member Fagan.

Roll Call

Council President Stuckart and Council Members Beggs, Burke, Fagan, Mumm, Kinnear, and Stratton were present.

City Clerk Terri Pfister and City Council's Policy Advisor Brian McClatchey were also present.

PROCLAMATION

September 17, 2018 *Gang Awareness Day*

Council Member Kinnear read the proclamation and presented it to Alise Mnati, Coordinator of Safe Communities Partnership, who was accompanied by other individuals. Safe Communities Partnership is comprised of 13 agencies that came together over two years ago to address children entering the criminal justice system and reducing violence in the City. Safe Communities Partnership's mission is to achieve safe communities by providing evidence based prevention and intervention programs, public forums for community discussions, professional development training and support initiatives of crime reduction.

September 21, 2018 *POW MIA Remembrance Day*

Council Member Fagan read the proclamation. The proclamation encourages all citizens to join in recognizing and honoring all present and former American POWS and MIAs and their families. A representative accepted the proclamation on behalf of Ensign John R. Monaghan, Veterans of Foreign Wars Post 51.

September 17-23, 2018 *Constitution Week*

Council Member Beggs read the proclamation. September 17, 2018, marks the 231st Anniversary of the drafting of the constitution of the United States of America by the Constitutional Convention. Susan Harms, from Jonas Babcock Chapter of the Daughters of the American Revolution, accepted the proclamation on behalf of the four Spokane Chapters of the Daughters of the American Revolution – Jonas Babcock, Esther Reed, May Hutton, and Spokane Garry – and on behalf of the Washington State Society of the Daughters of the American Revolution.

September 16-22, 2018 *Surgical Technologist Week*

Council Member Stratton read the proclamation. Over 107,000 surgical technologists nationwide are integral members of the surgical team's commitment to provide patients maximum safety and the highest quality of surgical care which is reflected through the surgical technologist motto "Aeger Primo, The Patient First." The proclamation was accepted by Sherridan Poffenroth, Past President and current Secretary of the Washington State Assembly of the Association of Surgical Technologists, who was accompanied by another board member.

There were no **Administrative Reports**.

There were no **Council Committee Reports**.

There were no **Appointments**.

TOWN HALL FORUM

Doug Engle noted he is working with Ian Robertson with Change Point and remarked on creative housing solutions that lead to homeownership. He stated that just building housing does not create community and community is what is necessary to build healthy, happy, productive people who can take care of themselves and minimize the need for city services and care.

David Griswold remarked on the Hillyard Library which is now a bar and noted it is on septic tank. He also commented on the remodeling of the Hillyard precinct and stated it did not go through a change of use. He stated “do as I say and not as I do” is a rule that is being played with in the City of Spokane. He also remarked on Planning.

Amber Waldref remarked on a community initiative called “The Zone Project,” which is a four-year old community initiative that builds upon neighborhoods strengths and aligns resources to support children and families in reaching their full potential in the eight neighborhoods that feed to Shaw and Garry Middle Schools. She noted it’s a partnership of more than 60 organizations, institutions, parents, and residents focused on effecting transformative change to ensure all kids are safe and nurtured, residents are engaged, and families have what they need to thrive.

Donna Fagan stated she seeing too many problems in the (Northeast) neighborhoods and neighbors are bugging out and selling their homes because they cannot have their children grow up in the neighborhood anymore. She remarked on property crimes and needles in the park, which neighbors are facing today. She also remarked on the jails being overcrowded and property crime being uninvestigated.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

There were no **Resolutions**.

There were no **Final Reading Ordinances**.

FIRST READING ORDINANCE

The following ordinance was read for the first time with further action deferred:

ORD C35677 Relating to business license; amending SMC sections 08.01.020, 08.01.190 and 08.02.0206; and adopting a new section 08.01.195 to Chapter 08.01 of the Spokane Municipal Code.

SPECIAL CONSIDERATIONS

Consideration of Mayoral Veto of Ordinance C35668

The City Council considered the Mayoral Veto of Ordinance C35668 (creating a Sustainability Action Committee). Council commentary was held and public testimony received. Council President Stuckart then called for a vote on the question of whether to override the Mayoral Veto of Ordinance C35668. The following action was taken:

Upon a 6-1 Voice Vote (Council Member Fagan voting “no”), the City Council **approved to override** the Mayoral Veto of Ordinance C35668 (creating a Sustainability Action Committee).

There were no **Hearings**.

NEIGHBORHOOD REPORTS

Heather Trautman, Acting Division Director for Neighborhood and Business Services, provided introductions of accompanying staff members and provided welcoming remarks. Dave Richardson, Northeast Community Center, also provided welcoming remarks and commented on the Center’s mission to strive to improve the quality of life for the residents of Northeast Spokane, with emphasis on social, health, economic, educational, and recreational needs. In addition, he remarked on the various Northeast Community Center partner agencies and programs. Ms. Trautman then presented information and remarks about the Neighborhood Council Program. She then facilitated introductions of neighborhood representatives who reported on the successes, challenges and concerns from the Northeast Community, as follows:

- Kathryn Alexander reported on Bemiss.
- Charles Hansen reported on Whitman.
- Colleen Gardner reported on Chief Garry Park.

- Melissa Wittstruck reported on Shiloh Hills.
- Luke Tolley reported on Hillyard.
- Shannon Benn reported on Minnehaha.
- Various representatives reported on Spokane Community Oriented Policing Services.
- Lauren Schubring report on Logan.
- Mindy Muglia reported on Nevada Heights.

Ms. Trautman and Council President Stuckart provided closing remarks and provided thanks to the neighborhoods and staff.

No individuals spoke during the **Second Town Hall Forum**.

ADJOURNMENT


There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:56 p.m.

Minutes prepared and submitted for publication in the October 3, 2018, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2018.

Ben Stuckart
City Council President

 Agenda Sheet for City Council Meeting of* 10/01/2018 Briefing date: 10/01/2018 Status: DIVISION REVIEW		Date Rec'd (Clerk use only) 9/28/2018
		Clerk's File # OPR 2018-0628
		Renew #
Submitting Dept*: HOUSING & HUMAN SERVICES		Cross Ref #
Contact Name & Phone*: ALEX REYNOLDS 6147		Project #
Contact E-Mail*: AREYNOLDS@SPOKANECITY.ORG		Bid #
Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item		Requisition #
Agenda Item Name: Begin with Dept # LEASE FOR 130 S. ARTHUR FOR USE BY THE SPOKANE ENVI		
Agenda Wording*: (175 character max) <input type="checkbox"/> Additional attached? Lease for 130 S. Arthur for use by the Spokane EnVision Demonstration Site.		
Summary (Background)*: (67 character max.) <input checked="" type="checkbox"/> Additional attached? Neighborhood and Business Services (NBS) has been working in cooperation with Spokane County, and numerous social services providers, to establish an integrated social services site, which will serve as Spokane's EnVision Center Demonstration Site. This site provides many advantages for the EnVision initiative. It will allow close proximity to WorkSource, whose partnership is one of the key reasons for receiving the designation.		
Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications (Date) <input type="checkbox"/> None
Dept Head	TRAUTMAN, HEATHER	Study Session
Division Director	TRAUTMAN, HEATHER	Other Public Safety 10/1
Finance		Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal		
For the Mayor		
Additional Approvals		
Purchasing		
Select Dept 1		
Select Dept 2		
Select Dept 3		

Save

Cancel

View Related Documents

Continuation of Wording, Summary, and Distribution**Agenda Item Name:** LEASE FOR 130 S. ARTHUR FOR USE BY THE SPOKANE ENVISION DEMONS**Agenda Wording** (630 character max)**Summary (Background)** (512 character max)

WorkSource also brings a vast wealth of experience in the coordination and management of the site. It is in the East end of downtown, and is along major bus routes. The large amount of floor space, 20,000 + sq ft, will be completely utilized for the pilot, bringing in over 12 providers for the collaborative space, and numerous programs and workshop events.

Fiscal Impact

Select ▼ \$
Select ▼ \$

Budget Account

#

Distribution List

Save

Cancel

BRIEFING PAPER
City of Spokane
Neighborhood and Business Services
September 28, 2018

Subject

Lease for 130 S. Arthur for use by the Spokane EnVision Demonstration Site.

Background

Neighborhood and Business Services (NBS) has been working in cooperation with Spokane County, and numerous social services providers, to establish an integrated social services site, which will serve as Spokane's EnVision Center Demonstration Site. This site provides many advantages for the EnVision initiative. It will allow close proximity to WorkSource, whose partnership is one of the key reasons for receiving the designation. WorkSource also brings a vast wealth of experience in the coordination and management of the site. It is in the East end of downtown, and is along major bus routes. The large amount of floor space, 20,000 + sq ft, will be completely utilized for the pilot, bringing in over 12 providers for the collaborative space, and numerous programs and workshop events.

Action

Due to numerous setbacks with finding a location for the site, the difficulty in communicating with the landlord, and the impending visit from HUD executives on October 25th, NBS is requesting that City Council suspend the rules, and consider the lease (attached below) for 130 S. Arthur for a vote on October 1, 2018. This will allow the EnVision initiative to take steps forward to a full launch in early 2019.



Arthur S 130 Full
Lease 092018 (004).p



Kiemle Hagood
601 W Main Avenue, Suite 400
Spokane, WA 99201
Phone: (509) 838-6541
Fax: (509) 458-4014

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Association 2011
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CBA Form GR-LS
Multi-Tenant Gross Lease
Rev. 1/2011
Page 1 of 25

LEASE AGREEMENT
(Multi Tenant Gross Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 20th day of September, 2018, between Ulupalakua Ranch, Inc. ("Landlord"), and City of Spokane (Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. Leased Premises. The leased commercial real estate i) consists of an agreed area of approximately 20,116 rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 130 S. Arthur - entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises; the land beneath the Premises; the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of ± 40,232 rentable square feet.

b. Lease Commencement Date. The term of this Lease shall be for a period of 24 months and shall commence on October 1, 2018 or such earlier or later date as provided in Section 3 (the "Commencement Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).

c. Lease Termination Date. The term of this Lease shall expire at midnight on September 30, 2020 or such earlier or later date as provided in Section 3 (the "Termination Date").

d. Base Rent. The base monthly rent shall be (check one): ☐ \$_____, or ☒ according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.

e. Prepaid Rent. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$16,000 as prepaid rent, to be applied to the Rent due for months 1 through 1 of the Lease.

f. Security Deposit. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$0.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): ☐ cash, ☐ letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto, or ☐ check.

g. Permitted Use. The Premises shall be used only for Social Services Pilot Program (further identified on Ex. D) and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

h. Notice and Payment Addresses.

Landlord: Jerry Abrams Company
c/o Tiffany Janikowski
309 Bradley Blvd. Ste. 115 Richland, WA 99352
Fax No.: _____

LEASE AGREEMENT
(Multi Tenant Gross Lease)Email: tiffany@jerryabrams.comTenant: _____

Fax No.: _____
Email: _____**2. PREMISES.**

a. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

b. Acceptance of Premises. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C (the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. Tenant Improvements. Attached Exhibit C sets forth all of Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

3. TERM. The term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than 30 days (thirty (30) days if not filled in) following the date of such notice.

a. Early Possession. If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.



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b. Delayed Possession. Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same. If Landlord does not deliver possession of the Premises to Tenant within 60 days (sixty (60) days if not filled in) after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving notice to Landlord within ten (10) days after such time period ends. If Tenant gives notice of cancellation, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

4. RENT.

a. Payment of Rent. Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): ☐ the Commencement Date, or ☒ lease execution (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent") (collectively, "rent" or "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. Late Charges; Default Interest. If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. Less Than Full Payment. Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that



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remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section.

5. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required by Section 12 of this Lease.

6. USES. The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or to injure or annoy such persons.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that as of the Commencement Date, to Landlord's knowledge but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.

8. UTILITIES AND SERVICES. Landlord shall provide the Premises the following services: water and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and heating, ventilation and air conditioning from 8:00 a.m. to 5:00 p.m. Monday through Friday. ~~;~~ ~~_____ a.m. to _____ p.m. on Saturday;~~ and ~~_____ a.m. to _____ p.m. on Sunday;~~ and Landlord shall also provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays, *WHICH TENANT SHALL BE RESPONSIBLE FOR PAYING ITS PROPORTIONATE SHARE OF AS BILLED BY LANDLORD TO TENANT.* Heating, ventilation and air conditioning services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as



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~~Additional Rent. TENANT SHALL BE RESPONSIBLE FOR THE PREMISES' SEPARATELY METERED ELECTRICAL. If water and electricity services are not separately metered to the Premises, Tenant shall pay 50% OF THE NATURAL GAS INVOICE ON A MONTHLY BASIS AS BILLED BY LANDLORD. Its proportionate share of all charges for any utilities that are jointly metered based on the ratio which the rentable square feet of the Premises bears to the total rentable square feet served by the joint meters. Notwithstanding the foregoing, if~~ Tenant's use of the Premises incurs utility charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage.

Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord as described above. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

9. TAXES. Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all Taxes with respect to the Building and the Property, including any Taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise.

10. COMMON AREAS.

a. Definition. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general, non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors,

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customers, clients, visitors, guests, or other licensees or invitees, to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

c. Maintenance of Common Areas. Landlord shall maintain the Common Areas in good order, condition and repair. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

11. ALTERATIONS. Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the names of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as to not unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 19) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

12. REPAIRS AND MAINTENANCE; SURRENDER. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, ~~including all HVAC components and other utilities and systems to the extent exclusively serving the Premises.~~ Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities ~~and systems serving more than just the Premises, and the Common Areas.~~ Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted. *LANDLORD SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR SERVICE OF THE WALL PACK HVAC UNIT LOCATED IN THE OLD "SERVER ROOM" (SEE EXHIBIT A).*



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13. ACCESS AND RIGHT OF ENTRY. After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term, and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

14. SIGNAGE. Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

15. DESTRUCTION OR CONDEMNATION.

a. Damage and Repair. If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenantable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenantable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenantable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

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If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

b. Condemnation. If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the base monthly rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

16. INSURANCE.

a. Tenant's Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require

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Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

b. Tenant's Property Insurance. During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

c. Miscellaneous. Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the state in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. Landlord's Insurance. Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

e. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

17. INDEMNIFICATION.

a. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

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b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

c. Waiver of Immunity. Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, other licensees or invitees, or any other person in or about the Premises or the Property.

e. Survival. The provisions of this Section shall survive expiration or termination of this Lease.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. ~~In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.~~

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement and documents.

19. LIENS. Tenant shall not subject the Landlord's estate to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or

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furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

20. DEFAULT. The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

a. Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

b. Vacation/Abandonment. Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. Insolvency. Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

d. Levy or Execution. The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

e. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

f. Failure to Take Possession. Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

21. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

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a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" are defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs of securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease

c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term or any extension thereof.

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d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

22. MORTGAGE SUBORDINATION AND ATTORNMENT. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request, execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

23. NON-WAIVER. Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

24. HOLDOVER. If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return the Premises to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

25. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices

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and payment of rent set forth in Section 1 may be modified by either party only by notice delivered in conformance with this Section.

26. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

27. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

28. TRANSFER OF LANDLORD'S INTEREST. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

29. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

30. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

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31. HAZARDOUS MATERIAL. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Material on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises and the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section shall survive expiration or termination of this Lease.

32. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

33. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing



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subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

34. GENERAL.

a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 36 of this Lease), it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 36, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or



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view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

35. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Floor Plan/Outline of the Premises

Exhibit B: Legal Description of the Property

Exhibit C: Tenant Improvement Schedule

EXHIBIT D: USE OF PREMISES

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- ☒ Rent Rider
- ☐ Arbitration Rider
- ☐ Letter of Credit Rider
- ☐ Guaranty of Tenant's Lease Obligations Rider
- ☒ Parking Rider
- ☒ Option to Extend Rider
- ☐ Rules and Regulations

36. AGENCY DISCLOSURE. At the signing of this Lease, Landlord is represented by Tim Kestell of Kiemle Hagood (insert both the name of the Broker and the Firm as licensed) (the "Landlord's Broker"); and Tenant is represented by Mike Livingston of Kiemle Hagood (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenant's Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents,



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Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on an attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

37. COMMISSION AGREEMENT. If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

- ☐ \$ _____
☒ 6% of the gross rent payable pursuant to the Lease
☐ \$ _____ per square foot of the Premises
☐ Other _____

Landlord's Broker ☒ shall ☐ shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated ☒ as provided above or ☐ as follows _____ (if no box is checked, as provided above). Landlord's Broker ☒ shall ☐ shall not (shall not if not filled in) be entitled to a commission upon any expansion of the Premises pursuant to any right reserved to Tenant under the Lease, calculated ☒ as provided above or ☐ as follows _____ (if no box is checked, as provided above).

Any commission shall be earned upon execution of this Lease, and paid one-half upon execution of the Lease and one-half upon occupancy of the Premises by Tenant. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$ _____ or 50% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord ☒ shall ☐ shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

38. BROKER PROVISIONS.

LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES, THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD'S OR TENANT'S FINANCIAL STANDING, ZONING, COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS, SERVICE OR CAPACITY OF UTILITIES, OPERATING COSTS, OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.



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IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD:

TENANT:

LANDLORD:

TENANT:

BY:

BY:

ITS:

ITS:



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Multi-Tenant Gross Lease
Rev. 1/2011
Page 20 of 25

LEASE AGREEMENT
(Multi Tenant Gross Lease)

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

LEASE AGREEMENT
(Multi Tenant Gross Lease)

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

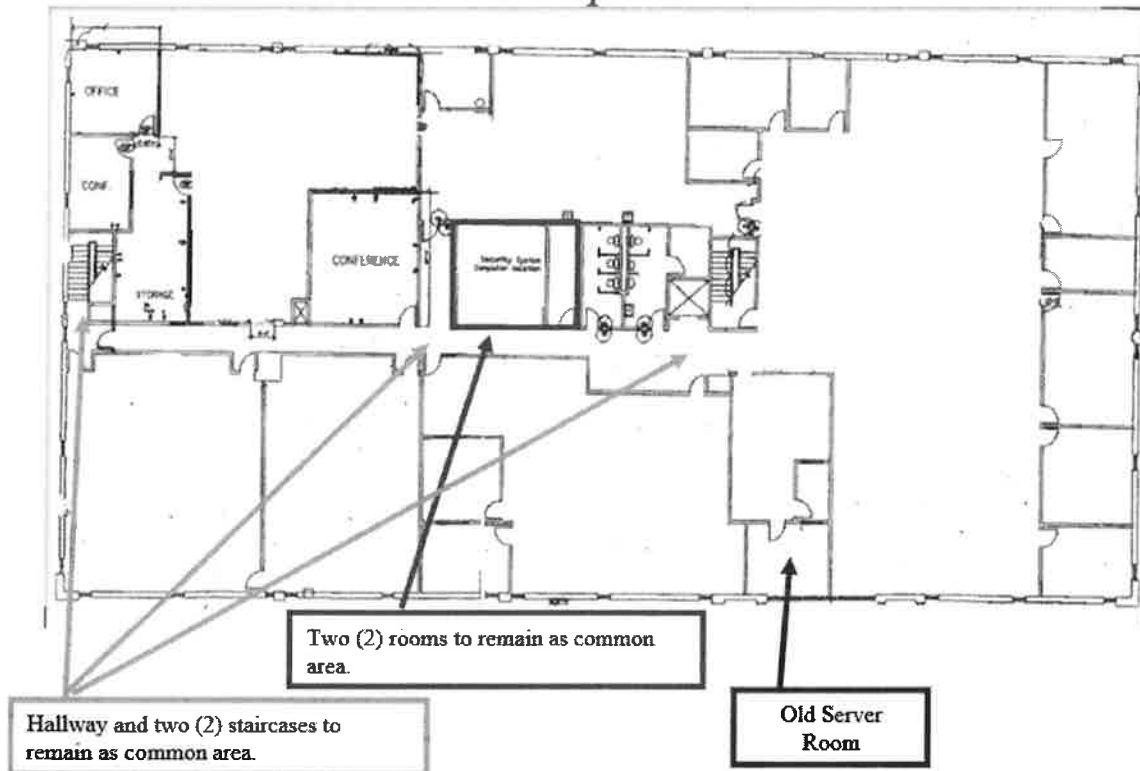
Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

LEASE AGREEMENT
(Multi Tenant Gross Lease)

EXHIBIT A

[Floor Plan/Outline of the Premises]

Floorplan





Kiemle Hagood
601 W Main Avenue, Suite 400
Spokane, WA 99201
Phone: (509) 838-6541
Fax: (509) 458-4014

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Multi-Tenant Gross Lease
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Page 23 of 25

LEASE AGREEMENT
(Multi Tenant Gross Lease)

EXHIBIT B

[Legal Description of the Property]

Agnew & Byers Add Ptn Of B2&3 & Vac Pacific Ave Within Da F; Beg At Ne Cor Lt 1 B3 & True Pob Th
S102.42Ft Th W164.Ft Th S 24.Ft Th W199.47Ft Th N34deg 52Min 56Sds E306.91Ft Th E170.01 Ft Th
S85.44Ft To Pt On Wly Ln Of Cul-De-Sac Of Arthur St Th Sl Y Alg Sd Wly Ln 46.36Ft To Pob

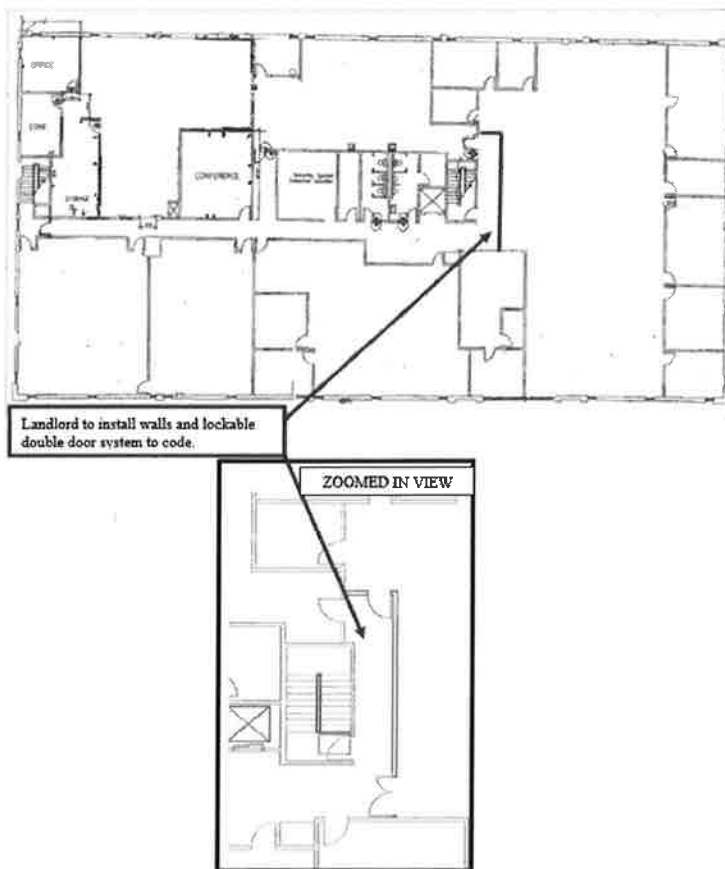
Exhibit B

LEASE AGREEMENT
(Multi Tenant Gross Lease)**EXHIBIT C**

[Tenant Improvement Schedule]

1. Tenant Improvements to be Completed by Landlord

1. Install double door system separating common hallways and staircases from Tenant space as shown below.

Landlord Work**2. Tenant Improvements to be Completed by Tenant**

None.

LEASE AGREEMENT
(Multi-Tenant Gross Lease)
(Continued)

EXHIBIT D

EXHIBIT D (use of premises)

**SPOKANE COLLABORATIVE SOCIAL SERVICES PILOT
(EnVision Center)**



Summary:

The City of Spokane began working on a concept for a collaborative social services site, in June 2017. The project Charter was signed in February, 2018, to launch the pilot site with the intent to provide wrap around services that will create a smooth, continual, coordination of care with the providers in the community. The City initiated this project to help stop the cycle of individual deprivation and alleviate the pressure on local government and social services. Concurrent to this project, HUD launched the EnVision Center Initiative. At the outset of the EnVision Center selection processes, this project was identified by City leadership as the landing spot of the EnVision designation, should the Spokane be selected.

General Concept:

The City of Spokane and Spokane County collaborate to provide a space, rent free for 7-10 providers to conduct critical wrap around services for at risk populations of Spokane. The City will provide IT infrastructure and general office furnishings for providers at no cost. Providers are responsible for providing personnel and necessary technological hardware for the duration of the pilot (12 – 18 mo.).

Committed providers:

- Spokane Housing Authority
- WorkSource
- Catholic Charities (19 W. Pacific)
- CHAS
- FBH
- Center for Justice
- The Arc of Spokane
- SOAR
- Career Path Services

Project team current objectives:

- Secure a lease for the necessary space on the 2nd floor of 130 S. Arthur St.
- Finalize list of firm commitments prior to HUD visit (Aug 2nd)
- Finalize MOUs for partner providers
- Start move in

Timeline:



OCT 1st Launch



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CBA Form PR
Parking Rider
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Page 1 of 1

PARKING RIDER

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This Parking Rider ("Rider") is made part of the lease agreement dated September 20, 2018 (the "Lease") between Ulupalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the leased space commonly known as the entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

1. Tenant's Parking Rights. Tenant's right to park on the Property shall be as follows (check one):

- ☐ Tenant shall be entitled to use parking stalls on the Property or other designated parking area on a (check one) ☐ reserved ☐ unreserved (unreserved, if neither box checked) basis at the prevailing monthly rate established by Landlord from time to time. Tenant shall comply with the reasonable rules and regulations which Landlord or its parking operator may adopt from time to time for the safe and orderly operation of the parking areas.
- ☒ **Free Parking.** Tenant shall be entitled to share parking with Landlord's other tenants in the designated parking areas at no charge. Tenant shall be responsible for ensuring compliance with the terms of the Lease, this Rider, and any reasonable rules and regulations adopted by Landlord from time to time for the safe and orderly sharing of parking. *LANDLORD SHALL NOTIFY TENANT OF RESERVED PARKING STALL NUMBERS FOR TENANT'S EXCLUSIVE USE.*
- ☐ **No Parking.** The Lease does not include parking on the Property, and Tenant shall park off the Property at Tenant's own expense.

2. "Tenant." For purpose of this Rider only, the term "Tenant" shall include Tenant and Tenant's employees, officers, contractors, licensees, agents, and invitees, except as follows: _____.

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
LANDLORD _____ DATE _____ TENANT _____ DATE _____

RENT RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Rent Rider ("Rider") is a part of the lease agreement dated September 20, 2018 (the "Lease") between Ulapalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the space commonly known as the entire second floor less defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

- ☒ **1. BASE MONTHLY RENT SCHEDULE.** Tenant shall pay Landlord base monthly rent during the Lease Term according to the following schedule:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
<u>Months 1-12</u>	<u>\$16,000</u>
<u>Months 13-24</u>	<u>\$16,320</u>
<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>
<u> </u>	<u>\$</u>

- ☐ **2. CONSUMER PRICE INDEX ADJUSTMENT ON BASE MONTHLY RENT.** The base monthly rent shall be increased on the first day of the second year of the Lease and on the first day of each year of the Lease thereafter (each, an "Adjustment Date") during the term of this Lease (but not during any extension term(s) unless specifically set forth elsewhere in the Lease or another Rider attached thereto). The increase shall be determined in accordance with the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (all items for the geographical statistical area in which the Premises is located on the basis of 1982-1984 equals 100) (the "Index"). The base monthly rent payable immediately prior to the applicable adjustment date shall be increased by the percentage that the Index published for the date nearest preceding the applicable Adjustment Date has increased over the Index published for the date nearest preceding the first day of the Lease Year from which the adjustment is being measured. Upon the calculation of each increase, Landlord shall notify Tenant of the new base monthly rent payable hereunder. Within twenty (20) days of the date of Landlord's notice, Tenant shall pay to Landlord the amount of any deficiency in Rent paid by Tenant for the period following the subject Adjustment Date, and shall thereafter pay the increased Rent until receiving the next notice of increase from Landlord. If the components of the Index are materially changed after the Commencement Date, or if the Index is discontinued during the Lease term, Landlord shall notify Tenant of a substitute published index which, in Landlord's reasonable discretion, approximates the Index, and shall use the substitute index to make subsequent adjustments in base monthly rent. In no event shall base monthly rent be decreased pursuant to this Rider.

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
LANDLORD _____ DATE _____ TENANT _____ DATE _____



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CBA Form OR
Option to Extend Rider
Rev. 1/2011
Page 1 of 2

OPTION TO EXTEND RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

This Option to Extend Rider ("Rider") is made part of the lease agreement dated September 20, 2018 (the "Lease") between Ulapalakua Ranch, Inc. ("Landlord") and City of Spokane ("Tenant") concerning the leased space commonly known as the entire second floor less the defined equipment rooms and common area identified on Exhibit A to this lease (the "Premises"), located at the property commonly known as 130 S. Arthur (the "Property").

1. **Extension of Lease.** Provided Tenant is not in default of any provision of the Lease at the time that Tenant exercises the right to extend the Lease or at the time the new term begins, Tenant shall have three (3) (zero if not completed) successive options to extend the term of the Lease for one (1) years each. The term of the Lease shall be extended on the same terms, conditions and covenants set forth in the Lease, except that (i) the amount of the Base Rent stated in the Lease shall be adjusted as set forth below (provided, however, that Base Rent shall not be decreased); (ii) there shall be no free or abated rent periods, tenant improvement allowances or other concessions that may have been granted to Tenant at the beginning of the initial term hereof; and (iii) after exercise of Tenant's final extension term option, there shall be no further extension or renewal term options.
2. **Notice.** To extend the Lease, Tenant must deliver written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then-current Lease term. Time is of the essence of this Rider.
3. **TENANT OPTION(S) TO RENEW SHALL BE CONTINGENT ON THE MAIN FLOOR TENANT REMAINING IN THE BUILDING AS A TENANT. LANDLORD, AT LANDLORD'S DISCRETION, MAY REJECT THE TENANT'S NOTICE FOR RENEWAL IF THE MAIN FLOOR TENANT'S OCCUPANCY IN THE BUILDING IS SCHEDULED TO EXPIRE DURING THE RENEWAL PERIOD, OR HAS ALREADY EXPIRED.**
- 3.4. **Monthly Rent.** Landlord and Tenant shall make a good faith effort to determine and agree on the fair market value of rent for the Premises for the next term of the Lease. ~~EACH OPTION PERIOD SHALL INCLUDE A THREE AND ONE HALF PERCENT (3.5%) BASE RENT INCREASE.~~
 - a. ~~**Failure to Agree on Rent.** If Landlord and Tenant are unable to agree on the fair market rental value for the Premises within thirty (30) days after Tenant gives notice to extend, they shall then have ten (10) days to select or, appoint one real estate appraiser to determine the fair market value of rent for the Premises. All appraisers selected or appointed pursuant to this Rider shall be a Member of the American Institute of Real Estate Appraisers ("M.A.I.") with at least ten (10) years experience appraising commercial properties in the commercial leasing market in which the Premises are located, or equivalent. The appraiser appointed shall determine the fair market rental value for the Premises within twenty (20) days of appointment, which determination shall be final, conclusive, and binding upon both Landlord and Tenant, and Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.~~
 - b. **Failure to Appoint One Appraiser.** If Landlord and Tenant cannot mutually agree upon an appraiser, then either party may give the other party written notice that it has selected and appointed an M.A.I. appraiser, complete with the name, address, and other identifying information about the appraiser. The party receiving such notice shall then have ten (10) days to select and appoint its own M.A.I. appraiser and respond by giving written notice to the other party, complete with the name, address, and other identifying information about the appraiser. If, however, the responding party fails to select and appoint an appraiser and give notice to the other party within ten (10) days, the determination of the appraiser first appointed shall be final, conclusive and binding upon both parties, and the Base Rent shall be adjusted accordingly for the new term. The appraiser's fees and expenses shall be shared equally between the parties.

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
LANDLORD _____ DATE _____ TENANT _____ DATE _____



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Option to Extend Rider
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Page 2 of 2

OPTION TO EXTEND RIDER

~~c. **Method of Determining Rent.** The appraisers appointed shall proceed to determine fair market rental value within twenty (20) days following their appointment. The conclusion shall be final, conclusive and binding upon both Landlord and Tenant. If the appraisers should fail to agree, but the difference in their conclusions as to fair market rental value is ten percent (10%) or less of the lower of the two appraisals, then the fair market rental value shall be deemed to be the average of the two, and Base Rent shall be adjusted accordingly for the new term. If the two appraisers should fail to agree on the fair market rental value, and the difference between the two appraisals exceeds ten percent (10%) of the lower of the two appraisals, then the two appraisers shall appoint a third M.A.I. qualified appraiser. If they fail to agree on a third appraiser within ten (10) days after their individual determination of the fair market rental value, either party may apply to the courts for the county in which the Premises are located, requesting the appointment of a the third M.A.I. qualified appraiser. The third appraiser shall promptly determine the fair market rental value of the Premises. The parties shall then take the average of the two appraisals that are closest in value, which shall then constitute the fair market value; shall be final, conclusive and binding upon both parties; and Base Rent shall be adjusted accordingly for the new term. Each party shall pay the fees and expenses for its own appraiser. In the event a third appraiser must be appointed, his or her fees and expenses shall be borne equally by the parties.~~

INITIALS: LANDLORD _____ DATE _____ TENANT _____ DATE _____
LANDLORD _____ DATE _____ TENANT _____ DATE _____

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

10/01/2018

Date Rec'd

9/19/2018

Clerk's File #

RES 2018-0083

Renews #Submitting Dept

TAX & LICENSING/AUDIT

Cross Ref #Contact Name/Phone

CRYSTAL X6369

Project #Contact E-Mail

CMARCHAND@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0410 - LGIP INVESTMENT AUTHORIZATION

Agenda Wording

Resolution Authorizing Investment of City of Spokane Monies in the Local Government Investment Pool.

Summary (Background)

Washington State LGIP needs an updated resolution designating "Authorized Individuals" and incorporating a current "Transaction Authorization Form" to allow investment of City funds. The Resolution designates City Administrator, Director of Finance and Administration, and the Chief Financial Officer as the "Authorized Individuals" on the account. The referenced "Transaction Authorization Form" authorizes key treasury staff to make daily deposits/withdrawals.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$ N/A

N/A

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MARCHAND, CRYSTAL

Study Session

Finance Committee -

Division Director

STOPHER, SALLY

OtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

cmarchand@spokanecity.org

For the Mayor

SANDERS, THERESA

jahensley@spokanecity.org

Additional Approvals

Tax&Licenses@spokanecity.org

Purchasing

treasuryaccounting@spokanecity.org

CITY COUNCIL

MCCLATCHEY, BRIAN

gcooley@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

LGIP Prospectus (included for reference) to be received, read, and understood by any person delegated or otherwise authorized to make contribution or withdrawals into or out of the LGIP.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Finance & Administration Committee

Division & Department:	Finance – Treasury Services
Subject:	Local Government Investment Pool (LGIP) investment authorization
Date:	September 10, 2018
Author (email & phone):	Jake Hensley (jahensley@spokanecity.org) 625-6074 Crystal Marchand (cmarchand@spokanecity.org) 625-6369
City Council Sponsor:	None
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	N/A
Deadline:	None
Outcome: (deliverables, delivery duties, milestones to meet)	Allows City of Spokane to invest Treasurer's cash with the LGIP.
Background/History: Washington State LGIP needs an updated resolution designating "Authorized Individuals" and incorporating a current "Transaction Authorization Form" to allow investment of City funds.	
Executive Summary: <ul style="list-style-type: none"> File updated "Resolution Authorizing Investment of City of Spokane Monies in the Local Government Investment Pool" Resolution designates City Administrator, Director of Finance and Administration, and the Chief Financial Officer as the "Authorized Individuals" on the account. Resolution references "Transaction Authorization Form" to authorize Treasury Manager and Accounting Clerks to make daily deposits/withdrawals. LGIP Prospectus (included for reference) to be received, read, and understood by any person delegated or otherwise authorized to make contribution or withdrawals into or out of the LGIP. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

RESOLUTION AUTHORIZING INVESTMENT
OF CITY OF SPOKANE MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Spokane, the “governmental entity”, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Council, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (“Form”) as completed

by the City Treasury Manager and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates the City Administrator, Director of Finance and Administration, and/or the Chief Financial Officer, the “authorized individuals” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

ADOPTED by City Council on this _____ day of _____ 2018.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

David A. Condon, Mayor

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

LOCAL GOVERNMENT INVESTMENT POOL
TRANSACTION AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Name of Entity: City of Spokane	Mailing Address: 808 W. Spokane Falls Blvd Spokane, WA 99201
Fax Number: 509-625-6939	
E-mail Contact: treasuryaccounting@spokanecity.org	

How do you wish to have your monthly LGIP statements faxed or emailed to the information listed above?

Please note – if you choose to receive statements via email, fax or U.S. Mail.

☒ Email ☐ Fax ☐ U.S. Mail

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds will not be transferred to any account other than that listed).

Bank Name: US Bank
Branch Location: Seattle – 1420 5 th Ave Seattle, WA 98101
Bank Routing Number:
Account Number:
Account Name: Master Consolidated

Persons authorized to make deposits and withdrawals for the entity listed above.

Name	Title	Signature	Telephone Number
	Treasury Manager		
	Accounting Clerk		
	Accounting Clerk		

By signature below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
<i>(Print Authorized Signature)</i>	<i>(E-mail Address)</i>	<i>(Telephone number)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
PO Box 40200
OLYMPIA, WA 98504-0200
FAX: (360) 902-9044

Date Received: ____ / ____ / ____
Fund Number: _____
(for LGIP use only)

State of Washington)
County of _____) ss.

Signed or attested before me by _____.

Dated this ____ day of _____, 20__.

SEAL OR STAMP

Signature of Notary

Typed or printed name of Notary
Notary Public in and for the State of Wash.
My appointment expires: _____

LOCAL GOVERNMENT

INVESTMENT POOL

Prospectus

August 2016



James L. McIntire

Washington State Treasurer

Contents

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II.	Local Government Investment Pool – Money Market Fund	4-9
III.	Management	10
IV.	Miscellaneous	10

I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of July 1, 2016)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

			2009	2010	2011	2012	2013	2014	2015	2016
<i>Total Operating Expenses</i>			<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>	<i>0.88</i>	<i>0.95</i>	<i>0.88</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$950,000.

Fund Assets	\$8.0 bn	\$10.0 bn	\$12.0 bn
Total Operating Expenses (in Basis Points)	1.19	0.95	0.79

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to

be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

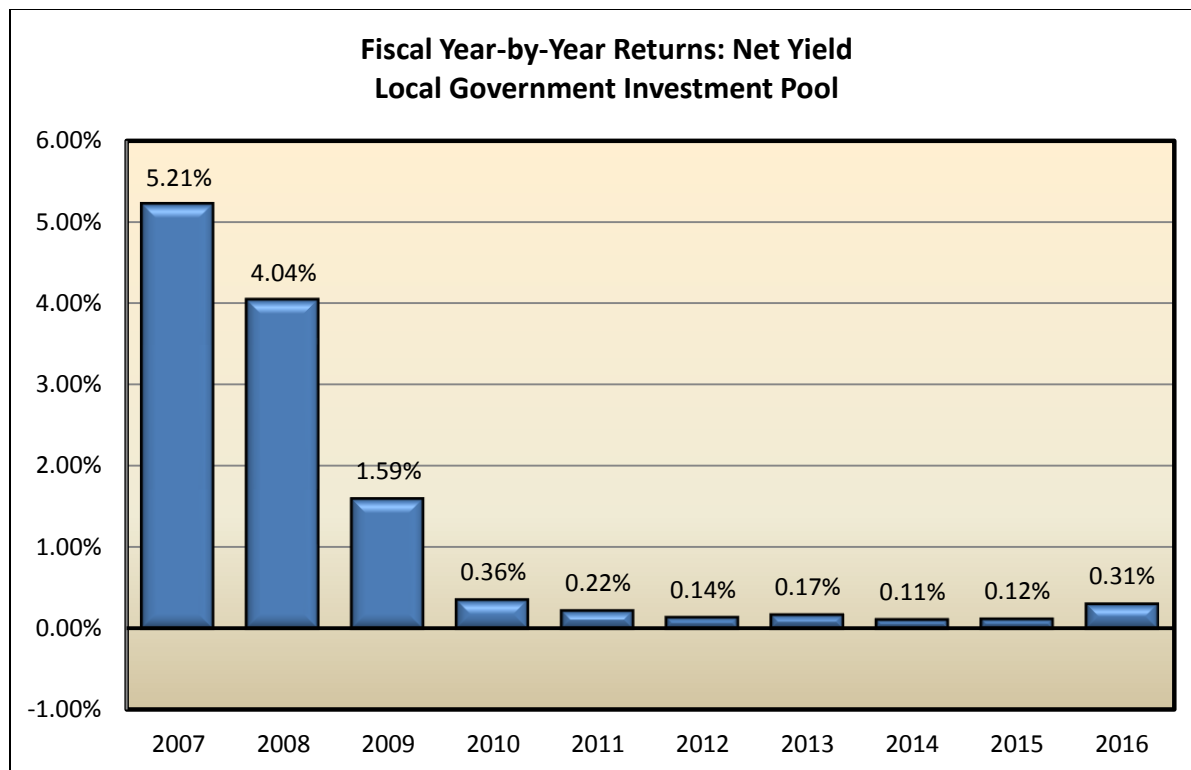
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.31%	0.18%	0.17%	1.28%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

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

10/01/2018

<u>Date Rec'd</u>	9/19/2018
<u>Clerk's File #</u>	RES 2018-0084
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LORI KINNEAR 625-6261	<u>Project #</u>	
<u>Contact E-Mail</u>	LKINNEAR@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - RESOLUTION AUTHORIZING POLICE USE OF UNMANNED AERIAL		

Agenda Wording

A resolution permitting the use of unmanned aerial systems ("UAS") by the Spokane Police Department to record and document crime scenes, search for missing people, locate reported campsites, and for officer safety tactical applications.

Summary (Background)

Pursuant to chapter 18.04, SMC, the use of city dollars for surveillance equipment requires City Council approval. This resolution would authorize the Spokane Police Department to operate UAS's (otherwise known as drones) in certain specific situations in which physical access to a site is difficult or dangerous.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		MCCLATCHEY, BRIAN		<u>Study Session</u>	PSCH, 9/10/2018
<u>Division Director</u>				<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT			
<u>For the Mayor</u>		SANDERS, THERESA			
<u>Additional Approvals</u>					
<u>Purchasing</u>					
<u>CITY COUNCIL</u>		MCDANIEL, ADAM			

RESOLUTION NO. 2018-0084

A resolution permitting the use of unmanned aerial systems ("UAS") by the Spokane Police Department to safely and efficiently record and document crime scenes, search for missing people, locate reported campsites, and for officer safety tactical applications.

WHEREAS, the Spokane Police Department ("SPD") is responsible for providing public safety services to the community and is dedicated to implementing methods to increase the safety and efficiency of these operations; and

WHEREAS, the SPD responds to incidents that may involve danger to the community and responding officers and that this risk could be mitigated by the appropriate use of unmanned aerial systems; and

WHEREAS, the SPD emphasizes the use of time, distance, and cover by officers to decrease the likelihood of injury or use of force and a UAS can help to accomplish this objective; and

WHEREAS, searches for missing children and vulnerable adults can be very personnel-intensive and also involve a level of urgency until resolved; and

WHEREAS, reports of missing people, including children and vulnerable adults, are investigated by the SPD and UAS provide an aerial vantage point with night vision capability during hours of darkness to speed the locating of these individuals; and

WHEREAS, the SPD is tasked with responding to reported campsites in prohibited areas that are remote and difficult to locate and access, and UAS support would save considerable staff time and make the approach in such areas safer for officers; and

WHEREAS, only FAA-certified members of the SPD authorized by the appropriate department authority will operate a UAS; and

WHEREAS, the SPD will operate any UAS in compliance with Chapter 18.04, SMC (Safeguards on the Use of Surveillance Equipment), Department Policy, and FAA regulations; and

WHEREAS, a search warrant will be obtained prior to any flight that requires one and when no lawful exception to the warrant requirement exists.

NOW, THEREFORE, be it resolved that the Spokane Police Department is authorized to use Unmanned Aircraft Systems to assist in crime scene investigation, the search for missing people, locating reported campsites, and for officer safety tactical operations.

ADOPTED by the City Council this _____ day of _____,
2018.

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Police
Subject:	Authorization for the use of Unmanned Aircraft to support safe and efficient police operations
Date:	August 18, 2018
Contact (email & phone):	Justin Lundgren, jclundgren@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	PSCH
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The authorized use of Unmanned Aircraft Systems is in support of the City of Spokane's Strategic Plan Safe and Healthy initiative.
Strategic Initiative:	Safe and Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	The authorization for utilizing UAV technology to increase operational safety and efficiency to aid in crime scene photography and mapping, searching for missing people, searching for fleeing criminal suspects, locating reported camping sites, and providing a safe observation capability during tactical situations.

Background/History:

The Spokane Police Department is responsible to provide a wide variety of public safety services to the Spokane community. At times, officers respond to situations that are dangerous for the public and personnel, emergent in nature, and/or disruptive to vehicular and pedestrian traffic. Utilizing UAS technology to support operations is a relatively inexpensive way to accelerate service delivery, photograph and record crime scene information, and increase the level of safety to officers and the public.

The use of UAS technology by law enforcement agencies for these purposes has grown extensively over the last few years with an increasing number of law enforcement agencies employing a UAS program. The Spokane County Sheriff's Office acquired two UAS systems within the last month as a part of their regional Air Support Unit (ASU). The SPD is currently a member of the regional ASU with two officers serving as Tactical Flight Officers in support of the helicopter program. The new ASU drones are equipped with forward-looking infrared (FLIR) capability allowing the operator to find people during low-light operations. Additionally, the SCSO has purchased PIX4D mapping software capable of documenting collision and crime scenes from the air. The UAS's and software were purchased by the SCSO using grant funding to support regional public safety. Undersheriff Ellis has offered the use of these tools by our agency without cost, upon approval.

The UAS will be operated by only approved department members. All operators will be certified through an FAA-approved course before operating and will be required to complete and maintain a flight log for all operational usage. SPD operators will maintain their certifications and recertify at the necessary two-year interval. Only those with a current certification will be permitted to operate a UAS.

The SPD will deploy this technology to employ a safer and more efficient response to the following types of incidents:

Crime Scene Investigation: Record, photograph, and/or map aerial crime scenes in the course of a criminal investigation. A UAS can record an outdoor crime scene more quickly than other current methods. The PIX4D software allows for the mapping of a collision scene in approximately 20 minutes. This will reduce the length of road closures during the investigation of serious motor vehicle collisions.

Missing People: Conduct aerial searches for missing people, when beneficial. Factors such as terrain, drowning risk, cognitive level of the missing person, level of darkness, and other relevant factors will help to determine the need for an aerial search.

Locating Reported Camping sites: The SPD is responsible for responding to reported campsites in areas where camping is prohibited. These locations are often remote and difficult to locate from the ground. Officers spend a considerable amount of time hiking in and searching for campsites that are commonly concealed by terrain features and foliage. The use of a UAV to locate these campsites will save considerable staff time and make the process safer for officers.

Officer Safety Tactical Operations: Deployment in an effort to protect officers from unnecessary exposure to danger and minimize the risk of injury to bystanders, officers and suspects, and enhance the likelihood of bringing peaceful resolutions to potentially deadly incidents. Use of the UAS for these safety purposes should be limited to incidents involving suspects believed to be armed, situations with a heightened possibility of violent resistance, or those who demonstrate an emotional or mental state indicating they are a threat to themselves or others. Examples of these types of incidents include, but are not limited to, armed barricaded suspects, armed suicidal suspects, high risk search warrants, high risk violent offender apprehension, hostage situations, and incidents involving suspected explosives or improvised explosive devices.

Prohibited Uses: Use of a UAS to conduct random surveillance activities or to conduct any type of personal business will be strictly prohibited.

All UAS deployments will be at the direction of and with the prior approval of the Shift Commander or another department member of the rank of Lieutenant or higher.

Executive Summary:

- *Provide details in bullet format*

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers: