

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fourteenth** Updated Proclamation **20-28.14**, dated **December 8, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **January 19, 2021**.

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

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **December 14, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or **146 793 4846** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

#### **To participate in virtual public comment:**

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, December 14, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- D.      The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E.      To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- B.      Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A.      Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B.      No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C.      Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D.      Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E.      In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F.      A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 14, 2020

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers for December 14, 2020:

User Name: **COS Guest**

Password: **yN9fP6AS**

**Please note the space in user name.  
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 during the Open Forum at the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

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

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- |                                                                                                                                                             |                |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|
| 1. Purchases for the Street Department with:                                                                                                                | Approve<br>All |                              |
| a. Northend Truck Equipment (Snohomish, WA) for a 10 Wheel Dump Truck Body using WA State Contract #01117—\$133,493.59 (incl. tax).                         |                | OPR 2020-0884                |
| b. RCW Group LTD (Tacoma, WA) for a 10 Wheel Dump Truck Chassis using WA State Contract #01513—\$125,305.93 (incl. tax).                                    |                | OPR 2020-0885                |
| 2. Purchase from Columbia Ford (Longview, WA) for a Hydrant Truck Chassis for the Water Department, using WA State Contract #05919—\$56,800.52 (incl. tax). | Approve        | OPR 2020-0886                |
| 3. Local Area A&E Professional Services Consultant Agreements for 2021-2022 Non-Federal Aid Projects with:                                                  | Approve<br>All |                              |
| a. Tierra Right of Way, Ltd. (Spokane, WA) for Historic Resource On-call Services—not to exceed \$200,000.                                                  |                | OPR 2020-0838<br>ENG 2021060 |

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|-------------------------------------------------------------------------------------------------------------------|------------------------------|
| b. Budinger & Associates (Spokane, WA) for Geotechnical Engineering On-call Services—not to exceed \$400,000.     | OPR 2020-0839<br>ENG 2021061 |
| c. CommonStreet Consulting LLC (Spokane, WA) for Real Estate On-call Consulting Services—not to exceed \$200,000. | OPR 2020-0840<br>ENG 2021062 |
| d. Parametrix, Inc. (Spokane, WA) for On-call Surveying Services—not to exceed \$150,000. (Various Neighborhoods) | OPR 2020-0841<br>ENG 2021063 |
| e. Geo Engineers Inc. (Spokane, WA) for Geotechnical Engineering On-call Services—not to exceed \$800,000.        | OPR 2020-0842<br>ENG 2021061 |

(All Various Neighborhoods)

- |                                                                                                                                                                                                                                                                        |                                          |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------|
| 4. Contract with SHI International, Inc. (Somerset, NJ) for Microsoft O365 Enterprise Agreement software, services, and support using Sourcewell contract# 081419-SHI from January 1, 2021 through December 31, 2022—\$752,465.87                                      | Approve                                  | OPR 2020-0888                |
| 5. Contract Renewal with Cerium Networks, Inc. (Spokane, WA) for SmartNet Hardware maintenance and software support for Cisco equipment from January 1, 2021 through December 31, 2021—\$393,123.10 (incl. tax)                                                        | Approve                                  | OPR 2018-0798<br>RFP 4500-18 |
| 6. Contract extension with Kepro Acquisitions, Inc. (Harrisburg, PA) for the Employee Assistance Program from January 1, 2021 through December 31, 2022—not to exceed \$2.25 per employee per month (\$54,000/year).                                                   | Approve                                  | OPR 2017-0863                |
| 7. Accept Emergency Solutions Grant-Coronavirus (ESG-CV) funding from the Washington State Department of Commerce and authorize Community Housing and Human Services to subaward funds to eligible organizations through the COVID-19 RFP Process—\$3,191,727 Revenue. | Approve &<br>Authorize<br>Contracts      | OPR 2020-0647                |
| 8. Recommendation to list the Mary Frances Apartments, 1907-1909 W 7th Avenue, on the Spokane Register of Historic Places.                                                                                                                                             | Approve &<br>Auth.<br>Mgmt.<br>Agreement | OPR 2020-0889                |

- |      |                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |               |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|
| 9.   | Amendment No. 3 and Restated Interlocal Cooperation Act with Spokane County and the City of Spokane Valley for the Spokane County Tourism Promotion Area.                                                                                                                                                                                                                                                                 | Approve                      | OPR 2003-0982 |
| <br> |                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |               |
| 10.  | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 4, 2020, total \$9,538,732.30, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,616,181.83.                                                                                                                | Approve & Authorize Payments | CPR 2020-0002 |
| <br> |                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |               |
| 11.  | City Council Meeting Minutes: August 24, November 30, and December 3, 2020.                                                                                                                                                                                                                                                                                                                                               | Approve All                  | CPR 2020-0013 |
| <br> |                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |               |
| 12.  | Interlocal Agreement with SREC for Combined Communications Building Operations and setting forth understandings regarding the ownership, administration, management, on-going operations and payment for lease and services of the Combined Communications Building for an initial term of July 1, 2019, until December 31, 2021—2020 Revenue: \$328,390.91, and 2021 Revenue: \$313,787.17. Total Revenue: \$642,178.08. | Approve                      | OPR 2020-0923 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**ORD C35996**      **Fire/EMS Fund**  
**FROM:** Fire Protection & EMS, \$334,262;  
**TO:**      Various accounts, same amount.

(This action establishes the necessary additional budget for resources utilized during the 2020 wildland fire season.) (Council Sponsor: Council Member Kinnear)

**ORD C35997**      **Public Safety Personnel Fund**  
**FROM:** Fire Protection & EMS, \$14,366;  
**TO:**      Various accounts, same amount.

(This action establishes the necessary additional budget for resources utilized during the 2020 wildland fire season.) (Council Sponsor: Council Member Kinnear)

**NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2020-0088** Regarding the waiver of the required training of the Office of the Police Ombudsman as laid out in section 04.32.070(A) and of the Office of the Police Ombudsman Commission as laid out in section 04.32.150(e)(4) of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)

**Request motion to substitute with updated revised version of the following Resolution (RES 2020-0089):**

**RES 2020-0089** Supporting the City Administration's purchase of an appropriate building to house a standalone shelter for young adults and to request an extension from the Department of Commerce for the funding period in which to do so. (Council Sponsor: Council President Beggs).

**RES 2020-0090** Requesting the issuance of a Request for Proposals for design and feasibility of a Citywide fluoride system. (Council Sponsor: Council President Beggs).

**RES 2020-0091** Declaring Environmental Systems Research Institute, Inc. (Esri), as owner and manufacturer of all U.S. domestic Small Municipal and County Government Enterprise Agreements, and as the only source that can grant a right to copy and deploy Enterprise Software within the City, as a sole source provider and thus authorizing the City's purchase from Esri, in the amount of \$522,720 including tax, without public bidding.

**OPR 2020-0887**

**ORD C35970** Renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state, and local authority and specifying limitations, terms and conditions governing the exercise of said Franchise Agreement. (Council Sponsor: Council President Beggs). (First Reading held November 9, 2020)

**ORD C35971** (To be considered under Hearings Item H4.)

**ORD C35974** (To be considered under Hearings Item H3.)

**Request motion to substitute with updated revised version of the following Ordinance (ORD C35992):**

- ORD C35992      Relating to the executive and administrative organization of the City; amending SMC section 3.01A.215, 3.01A.220, 3.01A.260, 3.01A.310, 3.01A.315, 3.01A.340, 3.01A.415, 3.01A.500 and 3.01A.520. (Council Sponsor: Council President Beggs.)
- ORD C35994      (To be considered under Hearings Item H1.)
- ORD C35995      (To be considered under Hearings Item H2.)

**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**Request motion to suspend Council Rules to add the following items (ORD C35998 and C35999):**

- ORD C35998      Requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs.)
- ORD C35999      Establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs.)

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**SPECIAL CONSIDERATIONS**

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

- |            |                                                                                               |                        |
|------------|-----------------------------------------------------------------------------------------------|------------------------|
| <b>S1.</b> | <b>Purchases by Fleet Operations for Police Department using WA State Contract #05916 of:</b> | <b>Approve<br/>All</b> |
|            | <b>a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax).</b>             | <b>OPR 2020-0781</b>   |
|            | <b>b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax).</b>    | <b>OPR 2020-0782</b>   |

(Deferred from December 7, 2020, Agenda)

## HEARINGS

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

### RECOMMENDATION

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                |            |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------|
| H1. | Hearing on Final Reading Ordinance C35994 changing the name of Fort George Wright Drive to Whistalks Way.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Pass upon<br>Roll Call<br>Vote | ORD C35994 |
| H2. | Hearing on Final Reading Ordinance C35995 changing the name of a segment of Shelby Ridge Street to Aviary Court.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Pass upon<br>Roll Call<br>Vote | ORD C35995 |
| H3. | Relating to application file Z19-502COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.61 acres located at 3207 and 3203 E 29th Avenue and 2820 and 2826 S Ray Street (parcels 35273.0219, 35273.0220, 35273.0305, and 35273.0306) and amending the Zoning Map from "Residential Single Family (RSF)" to "Office (O-35)". (By a vote of 9 to 0, the Plan Commission recommends approval of parcels 35273.0305 and 35273.0306 and denial of parcels 35273.0219 and 35273.0220.) (Council Sponsor: Council Member Mumm). (Deferred from November 23, 2020, Agenda) | Pass upon<br>Roll Call<br>Vote | ORD C35974 |
| H4. | Ordinance C35971 adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage. (Note: City Council closed the 2021 Budget Hearing on December 7, 2020).                                                                                                                                                                                                                                                                                                     | Pass Upon<br>Roll Call<br>Vote | ORD C35971 |

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## OPEN FORUM – WILL NOT BE HELD

### ADJOURNMENT

The December 14, 2020, Regular Legislative Session of the City Council will be held and then will be adjourned to January 4, 2021.

Note: The regularly scheduled City Council meetings for Monday, December 21 and December 28, 2020, have been canceled.

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## **NOTES**

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

12/14/2020

<b>Date Rec'd</b>	12/1/2020
<b>Clerk's File #</b>	OPR 2020-0884
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	RE19504

<b>Submitting Dept</b>	FLEET OPERATIONS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100-PURCHASE OF 10 WHEEL DUMP BODY

**Agenda Wording**

The Street Department would like to purchase a 10 Wheel Dump Truck. The Body will be purchased from Northend Truck Equipment, Snohomish, WA, using WA State Contract #01117. Total purchase price is \$133,493.59, including tax.

**Summary (Background)**

The 10 Wheel Dump Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a 10 Wheel Dump Truck Body for the Street Department. Funding for this is included in the Street Department budget.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 133,493.59	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Council Notifications</u></b>	
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Study Session\Other</u></b>	12/7/2020
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Legal</u></b>	ODLE, MARI	<b><u>Distribution List</u></b>	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	PRINCE, THEA		
<b><u>STREETS</u></b>	HARRIS, CLINT E.		

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of 10 Wheel Dump Truck Body
<b>Date:</b>	December 7, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Street Department would like to purchase a 10 Wheel Dump Truck. The Body will be purchased from Northend Truck Equipment, Snohomish, WA, using WA State Contract #01117. Total purchase price is \$133,493.59, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The 10 Wheel Dump Truck will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of a 10 Wheel Dump Truck Body for the Street Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Street Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**Quote# 201110CSP**

11/10/2020

Rev.1  
11/24/2020**Price Quotation For**

## Northend Truck Equipment

20812 Broadway Ave.  
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100

1-800-653-6066

Visit Our Web Site - [www.northendtruck.com](http://www.northendtruck.com)**Prepared For:**

RWC

**End User:**

City of Spokane

**State of Washington Current Contract Information:**

Effective Date: 05-01-2018

Contract number: 01117

Contract title: DUMP BODIES, SNOW PLOWS VARIOUS TYPES,  
CONTROLS & SERVICES

Excel#	Item #	Category	QTY	Unit Price	Total Price
<b>Dump Body Category A (Sanders)</b>					
210	6	Henke 14' Stainless Steel Spreader With Prewet and Removable Cartridge	1	\$29,215.20	\$29,215.20
226	22	Deduct for air foil only	1	-\$238.00	-\$238.00
220	16	Tailgate latch bar bolted to the long sill at the rear for securing to the body with the truck tailgate latch system. Material to be stainless.	1	\$324.45	\$324.45
224	20	Stainless pipe group for conveyor, spinner, hydraulic prewet, and return to run alongside the hopper body.	1	\$1,930.95	\$1,930.95
233	29	Leg kit kit with subframe for sanders with prewet. Material to be stainless.	1	\$5,820.15	\$5,820.15
253	49	Cartridge Storage Legs	1	\$866.25	\$866.25
254	50	Side Rollers (2) *Only available with HD Slide in Legs	1	\$361.20	\$361.20
259	55	24" Rubber Side Spill Shields	1	\$455.70	\$455.70
260	56	Front Spill Shield Stainless	1	\$403.20	\$403.20
<b>Dump Body Category C (Dump Bodies)</b>					
82	-	10/12 Yard Dump Body Built To WADOT Spec's Meets or Exceeds Specifications Section I, 1-8, Section II, 1-23, Section III, 1-18, Section IV, 1-3, Section V, Item 1, Section VI, 1-6, Section VII, 1-5, Section VIII, Item 1 and section IX	1	\$30,415.35	\$30,415.35
87	3	Third Asphalt door (centered)	1	\$652.05	\$652.05
91	7	Tire Chain Storage Hooks	1	\$260.40	\$260.40
98	14	Add two (2) Whelen L-318AF lights to the cab guard	1	\$1,129.80	\$1,129.80
101	17	Steel Tool Box 18 x 18 x 36, CA Room Permitting (Installed)	1	\$682.50	\$682.50
119	8	Increase Length of 10/12 Yd. Body Up To 16'-6" <b>(Build to 16')</b>	1	\$1,506.75	\$1,506.75
121	10	Tapered Side Walls For 10/12 Yd. Body	1	\$519.75	\$519.75
122	11	Sloped Tailgate ( All Size Bodies )	1	\$504.00	\$504.00
135	24	Electric Tarp System	1	\$3,755.85	\$3,755.85

**Quote# 201110CSP**

11/10/2020

## Northend Truck Equipment

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Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100

1-800-653-6066

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<b>Dump Body Category C. Cont. (Dump Bodies)</b>					
139	28	Ladder Rung Walk Rails I.L.O. Rebar	1	\$374.85	\$374.85
145	34	Asphalt Lip For Rear Of Dump Body, Standard (No Reinforcement)	1	\$739.20	\$739.20
152	41	Three Stage 6" Hydraulic Cylinder In Lieu Of Spec'd	1	\$430.50	\$430.50
157	46	Alternating Flash TIR Lights Installed (Each) <b>**Placement Determined Pre-Build**</b>	6	\$287.70	\$1,726.20
161	50	Back-Up Camera Ecco 7000	1	\$834.75	\$834.75
183	69	Work Light Mounted in the Rear Hitch Area In Addition to the Cab Guard <b>** (2) Total - Location Determined During Pre-Build **</b>	1	\$288.75	\$288.75
<b>NTE Basic Hydraulics' and Options</b>					
23	1.	Closed Center Snow and Ice System Multi Section Valve With 5100EX Electric Sander Valve Control and Stainless Box (Room Permitting) With Load Sense Pump Front Mounted With OEM Front Frame Rail Extensions, Electric Ultra Arm Control Console, Behind The Cab Tank, or VT35 with Poly Or Stainless Lid, With Basic Hoses and Fittings Installed (See Sander Line Option)	1	\$25,593.75	\$25,593.75
24	2.	NE-1E Integrated Basic Plow Float (For 5100 Electric System)	1	\$824.25	\$824.25
32	10.	NE-10E High Pressure Filter (For 5100 Electric System)	1	\$684.60	\$684.60
33	11.	NE-11E FB-128 Closed Loop Granular Motor Feedback Sensor Kit (For 5100 Electric System)	1	\$983.85	\$983.85
34	12.	NE-12E Prewet Valve and Feedback Harness Kit (For 5100 Electric System)	1	\$1,279.95	\$1,279.95
46	23.	NE-21E Hot Shift PTO (280 Series), Direct Mount Load Sense Pump for Allison 3000 & 4000 Series	1	\$1,883.70	\$1,883.70
49	26.	NE-24E 6100 Controller In Lieu of 5100EX	1	\$1,023.75	\$1,023.75
-	-	SPJC-6100-CAN-SINGLE-CFG Command All Single Joystick	1	-	-
59	11.	Sander Lines The Rear With QD's	1	\$1,411.20	\$1,411.20
<b>Plow Category 6</b>					
36	11	NTE Quick Hitch (Must Have Extended Full Front Frame Rails (Not Bolt On) and Stationary Grill)	1	\$4,458.30	\$4,458.30
38	13	Truck-Lite #80990 LED Heated Plow Lights, to be hooked up to Chassis provided wiring and switch , Includes Adjustable Stainless Steel Brackets (Installed)	1	\$1,480.50	\$1,480.50



**Quote# 201110CSP**

11/10/2020

## Northend Truck Equipment

20812 Broadway Ave.  
Snohomish, WA 98296

Ph: 360-653-6066 Fax: 360-653-0100

1-800-653-6066

Visit Our Web Site - [www.northendtruck.com](http://www.northendtruck.com)

	<b>Total With Quantity Items Selected</b>		<b>\$122,583.65</b>
	Applicable Sales Tax Percentage at Delivery Location	<b>8.90%</b>	<b>\$ 10,909.94</b>
	<b>Total Price with Tax Included</b>		<b>\$ 133,493.59</b>

### Notes:

1. New chassis requires 141.9" - 145" usable CA

2. Body to be Painted Silver

**\* In addition to a Signed Dump Body Purchase Order Our Shop Must Receive Customers Accurate**

Accepted: *Zack Andrews*

11/24/2020 Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Zack Andrews

RWC

**NORTHEND TRUCK EQUIPMENT**

City of Spokane

**PO#** \_\_\_\_\_

Thank You for your help on this, if you have any questions or need additional information

Sincerely,

**NORTHEND TRUCK EQUIPMENT**

Zack Andrews

Sales



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 4/15/20	<b>Type of expenditure:</b> Goods
<b>Department:</b> Street Department	
<b>Approving Supervisor:</b> Clint Harris	
<b>Amount of proposed Expenditure:</b> \$1,100,000 Street Department Fleet Replacement Budget.	
<b>Funding Source:</b> \$1,100,000 Street Department Fleet Replacement Budget.	
<b>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</b>	
<b>Why is this expenditure necessary now?</b>	
Annual cost to replace aging equipment identified for replacement. Equipment is ordered at the beginning of year to arrive by years end.	
<b>What are the impacts if expenses are deferred?</b>	
Increased equipment costs for repairs.	
<b>What alternatives resources have been considered?</b>	
None	
<b>Description of the goods or service and any additional information.</b>	
Street Equipment replacement budget is \$1.9 million. Reduced replacement request by 37% for the General Fund allocation to the replacement fund. Equipment is a loader, grader, 10 wheel dump truck, sweeper, brush hog, grapple bucket, bucket truck, and 1 new snow plow.	
<b>Person Submitting Form/Contact:</b> Clint Harris	DocuSigned by: 
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

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

12/14/2020

<b>Date Rec'd</b>	12/1/2020
<b>Clerk's File #</b>	OPR 2020-0885
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	RE19504

<b>Submitting Dept</b>	FLEET OPERATIONS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100-PURCHASE OF 10 WHEEL DUMP CHASSIS

**Agenda Wording**

The Street Department would like to purchase a 10 Wheel Dump Truck. The Chassis will be purchased from RCW Group LTD, Tacoma, WA, using WA State Contract #01513. Total purchase price is \$125,305.93, including tax.

**Summary (Background)**

The 10 Wheel Dump Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a 10 Wheel Dump Truck Chassis for the Street Department. Funding for this is included in the Street Department budget. A corrected briefing paper has been submitted to reflect a correction on the tax applied to the unit.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 125,305.93	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Council Notifications</u></b>	
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Study Session\Other</u></b>	12/7/2020
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Legal</u></b>	ODLE, MARI	<b><u>Distribution List</u></b>	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	PRINCE, THEA		
<b><u>STREETS</u></b>	HARRIS, CLINT E.		

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of 10 Wheel Dump Truck Chassis
<b>Date:</b>	December 7, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Street Department would like to purchase a 10 Wheel Dump Truck. The Chassis will be purchased from RCW Group LTD, Tacoma, WA, using WA State Contract #01513. Total purchase price is \$125,305.93, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The 10 Wheel Dump Truck will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of a 10 Wheel Dump Truck Chassis for the Street Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Street Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



RWC Group LTD  
Robert Murray  
Manager, Government & Municipal Sales  
2312 Milwaukee Way  
Tacoma, WA 98421

Telephone: (800) 654-5850 (253) 272-8401  
Fax: (253) 383-4281

October 16, 2020

PROPOSAL OF THE BELOW  
DESCRIBED TRUCK FOR:

City of Spokane

0

Make/Model	<b>HV</b>	Year	<b>2021</b>	Truck VIN	<b>0</b>
Rear Axle	<b>46k</b>	Front Axle	<b>20k</b>	Suspension	<b>0</b>
Trans Model	<b>4000 RDS</b>	Engine	<b>A26 430 hp</b>		

Important Notes:

Please review for desired options and Operational requirements  
Proposal based on WA State Contract 01513 Item B-4, excel spreadsheet with options and TOPS  
proposal 11553

Finance charges will be assessed for late payments

Sales Price:	<b>\$ 115,065.13</b>	Per Unit - Federal Excise Tax not Included (Need Exemption #)
Subtotal:	<b>\$ 115,065.13</b>	
Net Trade:	<b>\$ -</b>	
Sales Tax:	<b>\$ 10,470.93</b>	
Total Price:	<b>\$ 125,536.06</b>	

Accepted for the Seller by:

Accepted for the Buyer by:

*Robert Murray*

---

---

Req	DESCRIPTION	UNIT
4	Cab & Chassis -66,000 GVW 6x4	\$110,045.13
	Refer to Technical Req. <b>Segment B-4</b>	
	MANUFACTURER/ MODEL: Navistar/International 7000 Series	
	<b>OPTIONS</b>	
1	Driver Controlled Diff. Lock \$529.00 ea	\$1,058
		\$299.00
2	Power Windows, Door Locks	
3	Alternative Engines for this class of chassis: 430 hp	\$1,925.00
	Aluminum Wheels	\$249.00
7		
4	Integral front frame extension. Full "C" Reinforcement	\$428.00
27	Factory Installed Snow plow headlight wiring & switch	\$160.00
28	Backup alarm	\$188.00
33	Switchable Snow Valve air intake	\$192.00
49	Truck-Lite 44 Series LED Taillights with Super 40 backup lights	\$200.00
67	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time (08WGL)	\$21.00
69	Headlights (Low beam) and tail lights will automatically turn on with activation of the windshield wiper switch, to provide increased visability during inclement weather. (08WRB)	\$18.00
74	Front PTO Provisions	\$282.00

**Total without Tax**

**\$115,065.13**

**\*\* ALL OPTIONS SUBJECT TO ENGINEERING APPROVAL,  
APPLICATION AND OPTION COMBINATION RESTRICTIONS\*\***



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 4/15/20	<b>Type of expenditure:</b> Goods
<b>Department:</b> Street Department	
<b>Approving Supervisor:</b> Clint Harris	
<b>Amount of proposed Expenditure:</b> \$1,100,000 Street Department Fleet Replacement Budget.	
<b>Funding Source:</b> \$1,100,000 Street Department Fleet Replacement Budget.	
<b>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</b>	
<b>Why is this expenditure necessary now?</b>	
Annual cost to replace aging equipment identified for replacement. Equipment is ordered at the beginning of year to arrive by years end.	
<b>What are the impacts if expenses are deferred?</b>	
Increased equipment costs for repairs.	
<b>What alternatives resources have been considered?</b>	
None	
<b>Description of the goods or service and any additional information.</b>	
Street Equipment replacement budget is \$1.9 million. Reduced replacement request by 37% for the General Fund allocation to the replacement fund. Equipment is a loader, grader, 10 wheel dump truck, sweeper, brush hog, grapple bucket, bucket truck, and 1 new snow plow.	
<b>Person Submitting Form/Contact:</b> Clint Harris	DocuSigned by: 
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	12/1/2020
<b>Clerk's File #</b>	OPR 2020-0886
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	RE19457

<b>Submitting Dept</b>	FLEET OPERATIONS
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100-PURCHASE OF HYDRANT TRUCK CHASSIS

**Agenda Wording**

The Water Department would like to purchase a Hydrant Truck. The Chassis will be purchased from Columbia Ford, Longview, WA, using WA State Contract #05919. Total purchase price is \$56,800.52, including tax.

**Summary (Background)**

The Hydrant Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a Hydrant Truck Chassis for the Water Department. Funding for this is included in the Water Department budget.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 56,800.02	# 410042426943405640499999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Study Session\Other</u></b>	12/7/2020
<b><u>Division Director</u></b>	WALLACE, TONYA	<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	mmartinez	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA	
<b><u>WATER &amp; HYDROELECTRIC SERVICES</u></b>	BURNS, STEVE	

# Briefing Paper

## Public Safety and Community Health Committee


<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Hydrant Truck Chassis
<b>Date:</b>	December 7, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Water Department would like to purchase a Hydrant Truck. The Chassis will be purchased from Columbia Ford, Longview, WA, using WA State Contract #05919. Total purchase price is \$56,800.52, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Hydrant Truck will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of a Hydrant Truck Chassis for the Water Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Water Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

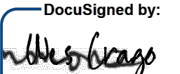


# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 5/11/2020	<b>Type of expenditure:</b> Goods
<b>Department:</b> Water Department	
<b>Approving Supervisor:</b> Loren Searl	
<b>Amount of proposed Expenditure:</b> \$980,000 from water rates	
<b>Funding Source:</b> \$980,000 from water rates	
<b>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</b>	
<b>Why is this expenditure necessary now?</b>	
This is the replacement of four large service trucks. The design, bid, purchase process can take 6 months to complete. This request is to begin this process so it can be completed by the end of the year.	
<b>What are the impacts if expenses are deferred?</b>	
If the process is not started in the near future we may not be able to meet the time line to complete a good design and fair bid package by the end of the year.	
<b>What alternatives resources have been considered?</b>	
Three of the vehicles are not in great shape but can continue to be used but one truck has been taken off the road already. This request is to begin the process with the understanding that should we have a larger budget shortfall we would not complete the purchase at the end of the year. The truck that has been taken off the road is a hydrant maintenance vehicle that needs done as soon as possible.	
<b>Description of the goods or service and any additional information.</b>	
This is the replacement of three vehicles. 1 Mobile Chlorine Truck \$180,000 - 1 Construction Truck \$250,000 - 1 Valve Truck \$300,000 and 1 Hydrant Truck \$250,000	
<b>Person Submitting Form/Contact:</b> Loren Searl	
<b>CITY ADMINISTRATOR APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>BUDGET APPROVAL:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:  
  
 E2AAB6F5A12B489...

DocuSigned by:  
  
 9C36E3376992442...

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Monday, November 23, 2020 10:15 AM  
**To:** Martinez, Micaela  
**Cc:** noreply@des.wa.gov  
**Subject:** Vehicle Quote - 2020-11-305 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-11-305** [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: orders@colford.com

### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: mmartinez@spokanecity.org

Quote Notes: Water-Hydrant Truck  
Vehicle Location: SPOKANE CITY

### Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0914-0001	2021 Ford F550 4WD Cab and Chassis	1	\$37,584.00	\$37,584.00
2021-0914-0002	INFORMATION ONLY: Columbia Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2021-0914-0003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2021-0914-0004	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	1	\$0.00	\$0.00
2021-0914-0010	2021 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR, 7.3L 2V DECVT NA V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70R19.5G BSW A/P Tires	1	\$0.00	\$0.00

(Set/6), 4.88 RAR (F5H/660A/145WB/99N/44G/TGJ/X48) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.			
2021-0914-0011 Alternative Wheelbase, Regular Cab, 169WB, 84CA, 18,000# GVWR (F5H/169WB)	1	\$163.00	\$163.00
2021-0914-0020 GVWR Maximum (19,500# GVWR, 4.88 RAR with Limited Slip, High-Capacity Trailer Tow Package) (Increases GCW from 31,000 Lbs to 40,000 Lbs) (Only available with Diesel Engine)(68M/X8L/535)	1	\$2,001.00	\$2,001.00
2021-0914-0021 Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes 4.10 RAR, Dual 750CCA Batteries, 220-AMP Alternator, Intelligent Oil Life Monitor) (18,000# GVWR) (99T/44G/62R/X41)	1	\$8,910.00	\$8,910.00
2021-0914-0027 Dual Alternators (Total 397 Amps) (Only available with Diesel Engine) (67B)	1	\$110.00	\$110.00
2021-0914-0029 Upfitter Interface Module (18A)	1	\$283.00	\$283.00
2021-0914-0032 110V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (If ordering w/ 7.3L V8 Gas Engine, includes 397-Amp Dual Alternators #67B and Dual Batteries #86M) (43C/67B/86M)	1	\$277.00	\$277.00
2021-0914-0048 Front Wheel Well Liners (factory) (61L)	1	\$172.00	\$172.00
2021-0914-0060 Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	1	\$307.00	\$307.00
2021-0914-0063 Daytime Running Lights (replaces standard on/off configuration) (942)	1	\$43.00	\$43.00
2021-0914-0064 Engine Block Heater (41H)	1	\$96.00	\$96.00
2021-0914-0065 Backup Alarm (76C)	1	\$134.00	\$134.00
2021-0914-0066 Skid Plate, Transfer Case (Not available with Regular Cab) (41P)	1	\$96.00	\$96.00
2021-0914-0067 XL Only - Power Equipment Group (Regular/Extended Cab) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (deletes passenger door lock cylinder) (90L/546)	1	\$1,110.00	\$1,110.00
2021-0914-0073 Audible Lane Departure Warning (must also order Pre-Collision Assist w/ Forward Collision Warning #94P) (60C)	1	\$110.00	\$110.00
2021-0914-0074 Pre-Collision Assist w/ Automatic Emergency Braking (AEB) and Forward Collision Warning) (94P)	1	\$110.00	\$110.00
2021-0914-0076 Remote Start System (Must also order Power Equipment Group #90L/54K)(76S)	1	\$240.00	\$240.00
2021-0914-0199 Warranty, Delayed Start (End-User submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a> )	1	\$0.00	\$0.00
2021-0914-0206 Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2021-0914-0207 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00
2021-0914-0210 Undercoating (wheel wells) (DLR)	1	\$125.00	\$125.00
2021-0914-0211 Service Manual, CD (DLR)	1	\$221.00	\$221.00
2021-0914-0212 Service Wiring Diagram, Paper (DLR)	1	\$87.00	\$87.00

#### Quote Totals

**Total Vehicles:** 1

**Sub Total:** \$52,399.00

**8.4 % Sales Tax:** \$4,401.52

**Quote Total:** \$56,800.52

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

12/14/2020

<u>Date Rec'd</u>	11/30/2020
<u>Clerk's File #</u>	OPR 2020-0838
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2021060
<u>Bid #</u>	
<u>Requisition #</u>	MASTER

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - TIERRA - HISTORIC RESOURCE ON- CALL SERVICES

**Agenda Wording**

Local Area A&E Professional Services Consultant Agreement with Tierra Right of Way Services, Ltd.; (Spokane, WA) for Historic Resource Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$200,000.00. (Various Neighborhoods)

**Summary (Background)**

This item was approved by Council on November 23, 2020. The attached contract is updated with current payment procedures. These updates were identified before executing the previously approved contracts. The Agreement for Historic Resource Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignments will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.

<u>Lease?</u> NO	<u>Grant related?</u> YES	<u>Public Works?</u> YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 200,000.00		# Various
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u>	PIES 10/26/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>		dbuller@spokanecity.org	
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY	aduffey@spokanecity.org	
		mdickerson@tierra-row.com	



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: 2021-2022 HISTORIC RESOURCE  
ON-CALL SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TIERRA RIGHT OF WAY SERVICES, LTD.**, whose address is 1575 East River Drive, Suite 201, Tucson, Arizona 85718 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 HISTORIC RESOURCE ON-CALL SERVICES** to the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined historical resource work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed historical resource work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:	
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL HISTORIC RESOURCE ON-CALL SERVICES IN 2021 AND 2022</b></li> <li>• Period covered by the invoice</li> <li>• Project Title = A Project is described as listed on the task assignment</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate and # of hours worked</li> <li>• Total labor costs per Project</li> </ul>	

- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

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

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

## **9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	TIERRA RIGHT OF WAY SERVICES, LTD., 1575 East River Drive, Suite 201, Tucson, Arizona 85718

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

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

## **11. SOCIAL EQUITY REQUIREMENTS.**

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

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

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

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

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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

#### **20. NO CONFLICT OF INTEREST.**

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

sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

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

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

## **22. INTELLECTUAL PROPERTY RIGHTS.**

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

## **23. CONFIDENTIALITY.**

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

42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

#### **24. DISPUTES.**

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

## **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**TIERRA RIGHT OF WAY SERVICES, LTD.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services  
Exhibit C – Rate Schedule

20-196a

**EXHIBIT A**

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

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

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

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

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

## **EXHIBIT B**

### **Scope of Services**

The scope of services will include tasks associated with real estate acquisition both during design and construction. Sample types of tasks/project components include:

- Appraisals & review appraisals
- Negotiate with property owners
- Prepare offer letters and administrative offer summaries
- Obtain property owner signatures
- Prepare ROW certification packages

The projects for which the above types of tasks may be required include water, sewer, street or other city infrastructure projects.

**Tierra Right of Way  
Cultural Resources Billing Rates  
City of Spokane 2020**

<b>Title</b>	<b>Hourly Rate</b>
Project Manager	\$120.00
Principal Investigator	\$100.00
Field Director	\$90.00
Crew Chief	\$70.00
Field Technician	\$55.00
Monitor	\$70.00
Clerical/Technical	\$55.00
Editor	\$75.00
GIS Specialist	\$75.00
Division Director	\$135.00



# Expenditure Control Form

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

**Today's Date:** 11-10-20

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

**Department:** Engineering Services

**Approving Supervisor:** Kyle Twohig

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

**Funding Source:** local and state loan/grant

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

**Why is this expenditure necessary now?**

The proposed contract with Tierra is an on-call contract to be used to pay for historic resources consulting services on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

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

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

**What alternative resources have been considered?**

None available.

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

This expenditure is for hiring a consultant to provide specialized services which the City does not have in house. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis.

**Person Submitting Form/Contact:** Dan Buller dbuller@spokanecity.org

**FINANCE SIGNATURE:**

Tonya  
Wallace  
Digitally signed by Tonya  
Wallace  
Date: 2020.11.11  
15:16:37 -08'00'

**CITY ADMINISTRATOR SIGNATURE:**

Digitally signed by Scott  
Simmons  
Date: 2020.11.11 12:47:09  
-08'00'



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2020

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

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

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 420 Lexington Avenue  New York NY 10170		<b>CONTACT NAME:</b> Robin Strauss <b>PHONE (A/C, No, Ext):</b> (212) 669-5400 <b>FAX (A/C, No):</b> (212) 669-5417 <b>E-MAIL ADDRESS:</b> rstrauss@risk-strategies.com	
<b>INSURED</b> Tierra Right of Way Services, Ltd. 1575 E. River Road Suite 201 Tucson AZ 85718		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Co <b>INSURER B:</b> Hanover Insurance Company <b>INSURER C:</b> Allmerica Financial Benefit Ins <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35378 22292 41840	

## COVERAGES

**CERTIFICATE NUMBER:** CL2072368825

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZHN921985010	7/25/2020	7/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Coverage Form \$ Included
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AHND94379502	7/25/2020	7/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WMND17358504	7/25/2020	7/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional-Claims Made-Retro</b> Date-5/11/1998			MKLV7PL0004292	7/25/2020	7/25/2021	Each Occurrence/Aggregate 1,000,000

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

City of Spokane, its officers and employees are included as additional insured under the General Liability coverage as required by written contract, per policy terms, conditions and exclusions. 45 days notice of cancellation

## CERTIFICATE HOLDER

dbuller@spokanecity.org

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Christian/LZF

*M B Christian*

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	October 26, 2020
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for the above name specialized services.</li> <li>• A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring five agreements to council over the next several weeks.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects).</li> </ul>	
<p><b>Budget Impact:</b></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 type="checkbox"/> Yes <input checked="" 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><b>Operations Impact:</b></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>	

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

12/14/2020

<u>Date Rec'd</u>		11/30/2020	
<u>Clerk's File #</u>		OPR 2020-0839	
<u>Renews #</u>			
<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2021061
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	MASTER
<u>Agenda Item Name</u>	0370 - BUDINGER - GEOTECHNICAL ENGINEERING ON-CALL SERVICES		
<u>Agenda Wording</u> Local Area A&E Professional Services Consultant Agreement with Budinger & Associates; (Spokane, WA) for Geotechnical Engineering Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$400,000.00. (Various Neighborhoods)			
<u>Summary (Background)</u> This item was approved by Council on November 23, 2020. The attached contract is updated with current payment procedures. These updates were identified before executing the previously approved contracts. The Agreement for Geotechnical Engineering Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignments will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.			
<u>Lease?</u> NO	<u>Grant related?</u> YES	<u>Public Works?</u> YES	
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 400,000.00	# Various	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u>	PIES 10/26/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>		dbuller@spokanecity.org	
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY	aduffey@spokanecity.org	
		jfinnegan@budingerinc.com	



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: 2021-2022 GEOTECHNICAL  
ENGINEERING ON-CALL SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BUDINGER & ASSOCIATES, INC.**, whose address is 1101 North Fancher Road, Spokane, Washington, 99212 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 GEOTECHNICAL ENGINEERING ON-CALL SERVICES** to the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined geotechnical engineering work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

<b>Invoices shall be submitted to:</b>	
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	
<b>Invoices under this Contract shall clearly display the following information</b> (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2021 AND 2022</b></li> <li>• Period covered by the invoice</li> <li>• Project Title = A Project is described as listed on the task assignment</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate and # of hours worked</li> </ul>	

- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

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

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

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

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

## **10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	BUDINGER & ASSOCIATES, INC. 1101 North Fancher Road Spokane, WA, 99212

## **11. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability,

or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

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

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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

#### **20. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

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

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

## **22. INTELLECTUAL PROPERTY RIGHTS.**

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

### **23. CONFIDENTIALITY.**

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

### **24. DISPUTES.**

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

### **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and

conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**BUDINGER & ASSOCIATES, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services  
Exhibit C – Rate Schedule

20-194a

**EXHIBIT A**

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

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

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

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

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

## **EXHIBIT B**

### **Scope of Services**

The scope of services will include tasks associated with geotechnical engineering both during design and construction. Sample types of tasks/project components include:

- Classification of soils by appropriate methods
- Determination of soil properties by appropriate means
- Determination of foundation and wall design parameters
- Pavement subgrade characterization and pavement design
- Evaluation of water mounding in relationship to stormwater injections
- Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
- Identification of restrictive infiltration layers below the ground surface
- Slope stability and groundwater seepage analysis
- Geotechnical report preparations
- Phase 1 and Phase 2 environmental site assessments
- Construction phase contaminated site assessments and recommendations for remediation
- Conducting special inspections or other geotechnical related construction phase inspections

The projects for which the above types of tasks may be required include water, sewer, street or other city infrastructure projects.

# Exhibit C - Rate Schedule

## Budinger & Associates, Inc.

## EXHIBIT E/G

1101 N. Fancher Road

Spokane Valley, WA 99212

Prepared Sep 01, 2020

Billing Rates Effective Aug 01, 2020 to June 30, 2021

Classifications	NTE Rates approved by WSDOT MPA 08-25-2020				Table of Actuals Not to Exceed (ANTE) Rates					
	Direct Labor Payroll Rates		Overhead 154.45%		Fixed Fee 30.00%		Fully Burdened Hourly Labor Billing Rates			
			WSDOT ICR Rate Accepted							
			08/25/2020, expires 06/30/2021							
	Min	NTE	Min	NTE	Min	NTE	Min	NTE	Min	NTE
Administrator I	\$ 13.50	\$ 18.00	\$ 20.85	\$ 27.80	\$ 4.05	\$ 5.40	\$ 38.40	\$ 51.20		
Administrator II	\$ 16.00	\$ 21.74	\$ 24.71	\$ 33.58	\$ 4.80	\$ 6.52	\$ 45.51	\$ 61.84		
Administrator III	\$ 22.00	\$ 30.00	\$ 33.98	\$ 46.34	\$ 6.60	\$ 9.00	\$ 62.58	\$ 85.34		
Administrator IV	\$ 27.00	\$ 37.26	\$ 41.70	\$ 57.55	\$ 8.10	\$ 11.18	\$ 76.80	\$ 105.99		
Engineer I	\$ 20.00	\$ 31.00	\$ 30.89	\$ 47.88	\$ 6.00	\$ 9.30	\$ 56.89	\$ 88.18		
Engineer II	\$ 25.00	\$ 41.40	\$ 38.61	\$ 63.94	\$ 7.50	\$ 12.42	\$ 71.11	\$ 117.76		
Engineer III	\$ 30.00	\$ 43.47	\$ 46.34	\$ 67.14	\$ 9.00	\$ 13.04	\$ 85.34	\$ 123.65		
Engineer IV	\$ 40.00	\$ 75.00	\$ 61.78	\$ 115.84	\$ 12.00	\$ 22.50	\$ 113.78	\$ 213.34		
Engineer Principal	\$ 45.00	\$ 77.63	\$ 69.50	\$ 119.90	\$ 13.50	\$ 23.29	\$ 128.00	\$ 220.82		
Engineering Technician I	\$ 16.00	\$ 21.74	\$ 24.71	\$ 33.58	\$ 4.80	\$ 6.52	\$ 45.51	\$ 61.84		
Engineering Technician II	\$ 18.00	\$ 26.00	\$ 27.80	\$ 40.16	\$ 5.40	\$ 7.80	\$ 51.20	\$ 73.96		
Engineering Technician III	\$ 22.00	\$ 26.91	\$ 33.98	\$ 41.56	\$ 6.60	\$ 8.07	\$ 62.58	\$ 76.55		
Exploration Professional III	\$ 23.00	\$ 26.91	\$ 35.52	\$ 41.56	\$ 6.90	\$ 8.07	\$ 65.42	\$ 76.55		
Exploration Professional IV	\$ 25.00	\$ 41.40	\$ 38.61	\$ 63.94	\$ 7.50	\$ 12.42	\$ 71.11	\$ 117.76		
Exploration Technician I	\$ 14.00	\$ 21.74	\$ 21.62	\$ 33.58	\$ 4.20	\$ 6.52	\$ 39.82	\$ 61.84		
Exploration Technician II	\$ 18.00	\$ 26.00	\$ 27.80	\$ 40.16	\$ 5.40	\$ 7.80	\$ 51.20	\$ 73.96		
Exploration Technician III	\$ 24.00	\$ 26.91	\$ 37.07	\$ 41.56	\$ 7.20	\$ 8.07	\$ 68.27	\$ 76.55		
Geologist I	\$ 20.00	\$ 25.00	\$ 30.89	\$ 38.61	\$ 6.00	\$ 7.50	\$ 56.89	\$ 71.11		

# Exhibit C - Rate Schedule

## Budinger & Associates, Inc.

## EXHIBIT E/G

1101 N. Fancher Road

Spokane Valley, WA 99212

Prepared Sep 01, 2020

Billing Rates Effective Aug 01, 2020 to June 30, 2021

Classifications	NTE Rates approved by WSDOT MPA 08-25-2020				Table of Actuals Not to Exceed (ANTE) Rates											
	Direct Labor Payroll Rates				Overhead	154.45%	Fixed Fee	30.00%	Fully Burdened Hourly Labor Billing Rates							
					WSDOT ICR Rate Accepted 08/25/2020, expires 06/30/2021											
	Min		NTE		Min		NTE		Min		NTE					
Geologist II	\$	22.00	\$	31.05	\$	33.98	\$	47.96	\$	6.60	\$	9.32	\$	62.58	\$	88.32
Geologist III	\$	25.00	\$	40.00	\$	38.61	\$	61.78	\$	7.50	\$	12.00	\$	71.11	\$	113.78
Geologist IV	\$	30.00	\$	62.10	\$	46.34	\$	95.91	\$	9.00	\$	18.63	\$	85.34	\$	176.64
Quality Professional III	\$	24.00	\$	28.98	\$	37.07	\$	44.76	\$	7.20	\$	8.69	\$	68.27	\$	82.43
Quality Professional IV	\$	25.00	\$	32.09	\$	38.61	\$	49.56	\$	7.50	\$	9.63	\$	71.11	\$	91.28
Quality Technician I	\$	14.00	\$	21.74	\$	21.62	\$	33.58	\$	4.20	\$	6.52	\$	39.82	\$	61.84
Quality Technician II	\$	16.00	\$	26.00	\$	24.71	\$	40.16	\$	4.80	\$	7.80	\$	45.51	\$	73.96
Quality Technician III	\$	20.00	\$	26.91	\$	30.89	\$	41.56	\$	6.00	\$	8.07	\$	56.89	\$	76.55

Billed rates will be the fully burdened labor rates for the individuals working on the project, calculated from actual payroll rates, and subject to the maximum, (NTE) rate above for the classification.



# Expenditure Control Form

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

**Today's Date:** 11-10-20

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

**Department:** Engineering Services

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** \$400,000

**Funding Source:** local and state loan/grant

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

**Why is this expenditure necessary now?**

The proposed contract with Budinger is an on-call contract to be used to pay for geotechnical engineering services on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

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

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

**What alternative resources have been considered?**

None available.

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

This expenditure is for hiring a consultant to provide specialized services which the City does not have in house. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis.

**Person Submitting Form/Contact:** Dan Buller dbuller@spokanecity.org

**FINANCE SIGNATURE:**

Tonya  
Wallace

**CITY ADMINISTRATOR SIGNATURE:**

Scott Simon  
Digitally signed by Scott  
Simon  
Date: 2020.11.11 12:48:38  
-08'00'

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	October 26, 2020
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for the above name specialized services.</li> <li>• A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring five agreements to council over the next several weeks.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects).</li> </ul>	
<p><b>Budget Impact:</b></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 type="checkbox"/> Yes    <input checked="" 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><b>Operations Impact:</b></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>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2020

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

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

<b>PRODUCER</b> Hall & Company 19660 10th Ave NE Poulsbo WA 98370		<b>CONTACT NAME:</b> Jim Ledbetter <b>PHONE (A/C, No, Ext):</b> 360-626-2019 <b>E-MAIL ADDRESS:</b> jledbetter@hallandcompany.com <b>FAX (A/C, No):</b> 360-598-3703	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Lexington Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 2041689340**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			035713737	2/28/2020	2/28/2021	Per Claim Aggregate \$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured Status is not available on Professional Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane, its officers and employees  
808 W. Spokane Falls Blvd.  
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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BUDI&amp;AS-01

ROCHOA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2020

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

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

<b>PRODUCER</b> Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (425) 489-4500		<b>FAX (A/C, No):</b> (425) 485-8489
	<b>E-MAIL ADDRESS:</b> now.info@hubinternational.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Western National Mutual Insurance Company		<b>15377</b>
<b>INSURED</b>  Budinger & Associates Inc 1101 N Fancher Rd Spokane, WA 99212	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP 1219645	8/6/2020	8/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Wa Stop Gap \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPP 1244946	8/6/2020	8/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UMB 1037136	8/6/2020	8/6/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	CPP 1219645	8/6/2020	8/6/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

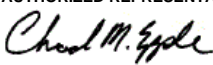
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: On Call Consultant Agreement

City of Spokane is added as additional insured per the attached endorsements & forms; coverage is primary and non-contributory and waiver of subrogation applies.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3343	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Policy # CPP 1219645 00

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

- (5) “Bodily injury” or “property damage” arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

**B. Damage To Property Coverage Extensions**

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

**j. Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

#### **C. Damage To Premises Rented To You**

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

### **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

#### **D. Personal And Advertising Injury**

Item 2. **Exclusions** is amended by replacing Subparagraphs b. and c. with the following:

- b. Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

#### **E. Supplementary Payments – Coverages A and B**

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

### C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Subparagraphs (4) or (6); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
  - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
  - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to
- Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

### **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

#### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

#### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS**

#### **A. Knowledge Of Occurrence**

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

#### **B. Other Insurance**

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### **C. Unintentional Failure To Disclose Hazards**

Item 6. **Representations** is replaced by the following:

#### **6. Representations And Unintentional Failure To Disclose Hazards**

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **D. Waiver of Subrogation**

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### **SECTION V – DEFINITIONS AMENDMENTS**

##### **A. Insured Contract Amended**

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

##### **B. Personal And Advertising Injury Redefined**

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy # CPP 1219645 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – CONTRACTORS –  
OPERATIONS AND COMPLETED OPERATIONS –  
WITH ADDITIONAL INSURED REQUIREMENT  
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured – Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations**, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Additional Insured – Completed Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

### 3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### 4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

POLICY #CPP124494600

## BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

**SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS****A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.  
However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
  - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
  - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
  - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee Reimbursement</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
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If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

#### **SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

##### **A. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

##### **B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

##### **C. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

###### **c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1)** Owned by an “insured”; and
- (2)** In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

#### **D. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

#### **E. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

##### **5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a.** The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b.** The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c.** Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d.** Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

## F. Rental Reimbursement

### SECTION III – PHYSICAL DAMAGE COVERAGE

**A. Coverage**, is amended by adding the following:

#### 6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

## G. Accidental Airbag Deployment Coverage

### SECTION III – PHYSICAL DAMAGE COVERAGE,

**A. Coverage** is amended by adding the following:

#### 7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

## H. Auto Loan/Lease Gap Coverage

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage**, is amended by adding the following:

#### 8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the “loss”;
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

## **SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

### **B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

### **C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud,** is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

### **D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,** paragraph **b.** is deleted and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

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

12/14/2020

<u>Date Rec'd</u>	11/30/2020
<u>Clerk's File #</u>	OPR 2020-0840
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2021062
<u>Bid #</u>	
<u>Requisition #</u>	MASTER
<u>Agenda Item Name</u>	0370 - COMMONSTREET - REAL ESTATE ON-CALL CONSULTING SERVICES

**Agenda Wording**

Local Area A&E Professional Services Consultant Agreement with Commonstreet Consulting; (Spokane, WA) for Real Estate Consultant Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$200,000.00. (Various Neighborhoods)

**Summary (Background)**

This item was approved by Council on November 23, 2020. The attached contract is updated with current payment procedures. These updates were identified before executing the previously approved contracts. The Agreement for Real Estate Consultant Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignments will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.

Lease? NO Grant related? YES Public Works? YES

**Fiscal Impact** **Budget Account**

Expense \$ 200,000.00 # Various

Select \$ #

Select \$ #

Select \$ #

**Approvals** **Council Notifications**

**Dept Head** TWOHIG, KYLE **Study Session\Other** PIES 10/26/20

**Division Director** SIMMONS, SCOTT M. **Council Sponsor** Beggs

**Finance** ORLOB, KIMBERLY **Distribution List**

**Legal** ODLE, MARI eraea@spokanecity.org

**For the Mayor** ORMSBY, MICHAEL publicworksaccounting@spokanecity.org

**Additional Approvals** kgoodman@spokanecity.org

**Purchasing** dbuller@spokanecity.org

**GRANTS & CONTRACT MGMT** STOPHER, SALLY aduffey@spokanecity.org

hutch@csrow.com

dstele@spokanecity.org



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: 2021-2022 REAL ESTATE  
ON-CALL CONSULTING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMMONSTREET CONSULTING, LLC**, whose address is 100 South King Street, Seattle Washington 98104 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 REAL ESTATE ON-CALL CONSULTING SERVICES** to the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined real estate work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed real estate work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL REAL ESTATE SERVICES IN 2021 AND 2022</b></li> <li>• Period covered by the invoice</li> <li>• Project Title = A Project is described as listed on the task assignment</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate and # of hours worked</li> <li>• Total labor costs per Project</li> <li>• Itemization of direct, non-salary costs (per Project, if so allocated)</li> </ul>

- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## 8. TAXES, FEES AND LICENSES.

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

## 9. CITY OF SPOKANE BUSINESS LICENSE.

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

## 10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	COMMONSTREET CONSULTING, LLC, 100 South King Street Seattle Washington 98104

## 11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability,

or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

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

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

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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

#### **20. NO CONFLICT OF INTEREST.**

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

sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

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

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

## **22. INTELLECTUAL PROPERTY RIGHTS.**

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

## **23. CONFIDENTIALITY.**

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

42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

#### **24. DISPUTES.**

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

## **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**COMMONSTREET CONSULTING, 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:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services  
Exhibit C – Rate Schedule

20-197a

**EXHIBIT A**

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

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

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

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

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

## **EXHIBIT B**

### **Scope of Services**

The scope of services will include tasks associated with real estate acquisition both during design and construction. Sample types of tasks/project components include:

- Appraisals & review appraisals
- Negotiate with property owners
- Prepare offer letters and administrative offer summaries
- Obtain property owner signatures
- Prepare ROW certification packages

The projects for which the above types of tasks may be required include water, sewer, street or other city infrastructure projects.

## Exhibit C - Rate Schedule



# COMMONSTREET

## CONSULTING

**Client:** City of Spokane  
**Project:** Real Estate Consulting Services: Non-Federal Aid Projects  
**Formula/Basis:** Standard Rates  
**Effective Date:**

Classification	Proposal Title	Billing Rate
Principal / Sr Advisor	ROW Risk Manager	\$ 190.00
Sr Project Manager	N/A	\$ 175.00
Project Manager	Project Manager	\$ 150.00
Project Manager	Relocation Manager and Title Support	\$ 150.00
Sr ROW Agent	Sr Acquisition Agent	\$ 125.00
ROW Agent	N/A	\$ 115.00
Sr Project Control Specialist	Title and Escrow Specialist	\$ 110.00
Project Control Specialist	Project Controller	\$ 85.00
Sr Appraiser	N/A	\$ 250.00
Appraiser	N/A	\$ 175.00



# Expenditure Control Form

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

**Today's Date:** 11-10-20

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

**Department:** Engineering Services

**Approving Supervisor:** Kyle Twohig

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

**Funding Source:** local and state loan/grant

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

**Why is this expenditure necessary now?**

The proposed contract with CommonStreet is an on-call contract to be used to pay for real estate acquisition services on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

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

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

**What alternative resources have been considered?**

None available.

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

This expenditure is for hiring a consultant to provide specialized services which the City does not have in house. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis.

**Person Submitting Form/Contact:** Dan Buller dbuller@spokanecity.org

**FINANCE SIGNATURE:**

Tonya  
Wallace

Digitally signed by Tonya  
Wallace  
Date: 2020.11.11 15:16:59  
+08'00'

**CITY ADMINISTRATOR SIGNATURE:**

Digitally signed by Scott  
Simmons  
Date: 2020.11.11 12:47:24  
-08'00'

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	October 26, 2020
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for the above name specialized services.</li> <li>• A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring five agreements to council over the next several weeks.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects).</li> </ul>	
<p><b>Budget Impact:</b></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 type="checkbox"/> Yes    <input checked="" 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><b>Operations Impact:</b></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>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2019

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

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

<b>PRODUCER</b> Pacific Insurance Partners wafinsurancegroup.com P. O. Box 327 Forest Grove, OR 97116 Forest Grove House	<b>CONTACT NAME:</b> Kay Andrew <b>PHONE (A/C, No, Ext):</b> 503-357-7111 <b>FAX (A/C, No):</b> 503-359-0340 <b>E-MAIL ADDRESS:</b> Kay@PacifiInsPartners.com														
<b>INSURED</b> Commonstreet Consulting LLC Hutch Goodman 100 S King St Ste 100 Seattle, WA 98104	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER C: Hiscox Insurance Company Inc</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co	24082	INSURER B: Ohio Casualty Insurance Co	24074	INSURER C: Hiscox Insurance Company Inc		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>BLS58159671</b>	<b>08/01/2019</b>	<b>08/01/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<b>X</b>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>15,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPIOP AGG \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG						
	OTHER						
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>			<b>ESO58159671</b>	<b>08/01/2019</b>	<b>08/01/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
<b>B</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			<b>ESO58159671</b>	<b>08/01/2019</b>	<b>08/01/2020</b>	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<b>X</b>					AGGREGATE \$ <b>5,000,000</b>
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>MPL2022282.19</b>	<b>07/28/2019</b>	<b>07/28/2020</b>	PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<b>Y/N</b>					E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>				E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
<b>C</b>	<b>Professional Liab</b>			<b>MPL2022282.19</b>	<b>07/28/2019</b>	<b>07/28/2020</b>	Ea Claim \$ <b>1,000,000</b>
							Aggregate \$ <b>1,000,000</b>

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

Consultant NOC - The City of Spokane, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided to the extent of coverage under form CG8810 0413.

**CERTIFICATE HOLDER****CANCELLATION**

Asset Management Department City of Spokane 2nd Floor - City Hall 808 West Spokane Falls Blvd Spokane, WA 99201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
-----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **A. NON-OWNED AIRCRAFT**

Under Paragraph 2. **Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### **B. NON-OWNED WATERCRAFT**

Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### **C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
  - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:
 

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph 6. under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I – Coverage C – Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. Under **Supplementary Payments – Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**  
If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

**b. The following is added to Paragraph b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

**1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
  - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III – Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.**

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under **Section V – Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2019

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

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

<b>PRODUCER</b>  Roy Ovenell(790133R) 13751 Lake City Way NE Ste 222  Seattle WA 98125-8612	<b>CONTACT NAME:</b>  <table style="width: 100%;"> <tr> <td style="width: 50%;">PHONE (A/C, NO, EXT): 206-362-9062</td> <td style="width: 50%;">FAX (A/C, NO): 206-362-1003</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: rovenell@farmersagent.com</td> </tr> </table>	PHONE (A/C, NO, EXT): 206-362-9062	FAX (A/C, NO): 206-362-1003	E-MAIL ADDRESS: rovenell@farmersagent.com											
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E-MAIL ADDRESS: rovenell@farmersagent.com															
<b>INSURED</b>  COMMONSTREET CONSULTING, LLC TODD HUDAK PO BOX 608 QUILCENE WA 98376	<table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		606646327	01/18/2020	01/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ASSET MANAGEMENT DEPARTMENT, CITY OF SPOKANE ADDED AS AN ADDITIONAL INSURED.  
 2010 DODGE RAM 2500, VIN: 3D7UT2CL1AG121293

CERTIFICATE HOLDER

CANCELLATION

ASSET MANAGEMENT DEPARTMENT, CITY OF SPOKANE 808 W SPOKANE BLVD, 2ND FLOOR SPOKANE WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  ROY OVENELL
------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



STATE OF WASHINGTON

Department of Labor &amp; Industries

# Certificate of Workers' Compensation Coverage

May 4, 2020

WA UBI No.	604 107 152
L&I Account ID	652,018-00
Legal Business Name	COMMONSTREET CONSULTING LLC
Doing Business As	COMMONSTREET CONSULTING
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 1 of Year 2020 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

## What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

## Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

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

12/14/2020

**Date Rec'd**

11/30/2020

**Clerk's File #**

OPR 2020-0841

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

ENGINEERING SERVICES

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

DAN BULLER 625-6391

**Project #**

2021063

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

MASTER

**Agenda Item Name**

0370 - PARAMETRIX - SURVEYING ON-CALL SERVICES

**Agenda Wording**

Local Area A&E Professional Services Consultant Agreement with Parametrix, Inc.:(Spokane, WA) for Surveying Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$150,000.00. (Various Neighborhood Councils)

**Summary (Background)**

This item was approved by Council on November 23, 2020. The attached contract is updated with current payment procedures. These updates were identified before executing the previously approved contracts. The Agreement for Surveying Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignments will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.

Lease? NO

Grant related? YES

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 150,000.00

# Various

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 10/26/20

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

dbuller@spokanecity.org

**GRANTS &  
CONTRACT MGMT**

STOPHER, SALLY

aduffey@spokanecity.org

rflint@parametrix.com



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: 2021-2022 ON-CALL  
SURVEYING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX**, whose address is 106 West Mission Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 ON-CALL SURVEYING SERVICES** to the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined surveying services associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed surveying services.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL SURVEYING SERVICES IN 2021 AND 2022</b></li> <li>• Period covered by the invoice</li> <li>• Project Title = A Project is described as listed on the task assignment</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate and # of hours worked</li> <li>• Total labor costs per Project</li> </ul>

- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

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

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

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

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

## **10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	PARAMETRIX 106 West Mission Avenue Spokane, Washington 99201

## **11. SOCIAL EQUITY REQUIREMENTS.**

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

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

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

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

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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

#### **20. NO CONFLICT OF INTEREST.**

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

sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

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

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

## **22. INTELLECTUAL PROPERTY RIGHTS.**

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

## **23. CONFIDENTIALITY.**

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

42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

#### **24. DISPUTES.**

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

## **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**PARAMETRIX**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services  
Exhibit C – Rate Schedule

20-200a

**EXHIBIT A**

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

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

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

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

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

## **EXHIBIT B**

### **Scope of Services**

The scope of services will include tasks associated with surveying both during design and construction. Sample types of tasks/project components include:

- Boundary surveying
- Topographical and site surveying
- Mapping
- Platting and replatting of existing subdivisions
- Construction staking
- Writing of parcel legals
- Monument preservation and DNR permit processing

The projects for which the above types of tasks may be required include water, sewer, street or other city infrastructure projects.

**PARAMETRIX**  
**(Spokane and CdA Office)**  
**2021 FEE SCHEDULE (Updated November 2020)**

	<u>Hourly Rate</u>
Principal/Project Manager .....	\$180.00
Operations/Project Manager .....	\$160.00
Senior Engineer .....	\$155.00
Landscape Architect .....	\$150.00
Senior Land Planner .....	\$150.00
Survey Manager.....	\$150.00
Senior Surveyor .....	\$125.00
Project Engineer III .....	\$120.00
Designer IV .....	\$120.00
Construction Manager .....	\$120.00
Project Engineer II .....	\$110.00
Designer II/Construction Engineer .....	\$105.00
Project Engineer I .....	\$100.00
Survey Senior Technician .....	\$ 90.00
Landscape Designer.....	\$ 90.00
Field Surveyor .....	\$ 90.00
Inspector .....	\$ 90.00
Administrative Assistant .....	\$ 70.00
Survey Equipment .....	\$ 20/hr
Expert Witness.....	\$200/hr

\*Expenses are considered extra.



# Expenditure Control Form

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

**Today's Date:** 11-10-20

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

**Department:** Engineering Services

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** \$150,000

**Funding Source:** local and state loan/grant

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

**Why is this expenditure necessary now?**

The proposed contract with Parametrix is an on-call contract to be used to pay for surveying on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

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

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

**What alternative resources have been considered?**

None available.

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

This expenditure is for hiring a consultant to provide specialized services which, in the case of surveying, the City may not have the capacity to perform with existing personnel. This capacity limitation, if it exists in the coming 2021-2022 construction seasons, will be of a limited duration. That is, as a general rule city personnel have capacity to do the City's surveying. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis



**Person Submitting Form/Contact:** Dan Buller dbuller@spokanecity.org

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

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## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	October 26, 2020
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for the above name specialized services.</li> <li>• A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring five agreements to council over the next several weeks.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects).</li> </ul>	
<p><b>Budget Impact:</b></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 type="checkbox"/> Yes <input checked="" 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><b>Operations Impact:</b></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>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2020

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

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

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com		
<b>INSURED</b> Parametrix, Inc. 1019 39th Ave. SE Suite 100 Puyallup, WA 98374 (253) 604-6600		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: National Fire Insurance Co of Hartford		20478
		INSURER B: Continental Insurance Company		35289
		INSURER C: American Casualty Company of Reading PA		20427
		INSURER D: XL Specialty Insurance Co.		37885
		INSURER E: Valley Forge Insurance Company		20508
		INSURER F: Continental Casualty Company		20443

**COVERAGES****CERTIFICATE NUMBER:** 297571753**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
E	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6050531433	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	Y / N N / A	6050531383 6050531402	11/1/2020 11/1/2020	11/1/2021 11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Pollution Liability Included		Y	DPR9967689	11/1/2020	11/1/2021	Per Claim \$1,000,000 Annual Aggregate \$1,000,000 Retroactive Date: 01/01/1969

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

Project Name: City of Spokane 2021-2022 On-Call Services --

City of Spokane, its officers and employees are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION 30 Days Notice of Cancellation**City of Spokane  
Attn: Dan Buller  
808 W. Spokane Falls Blvd.  
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I.** The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A.** unless paragraph **B.** below applies,
- 1.** **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
  - 2.** **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
    - a.** the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    - b.** this **coverage part** provides such coverage.
- B.** **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
- 1.** this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
  - 2.** the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.
- III.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
- 1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2.** supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV.** Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

10020006660505313665476



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

**V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against  
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366  
Endorsement No: 7



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.



**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.



**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

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

12/14/2020

<u>Date Rec'd</u>	11/30/2020
<u>Clerk's File #</u>	OPR 2020-0842
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2021061
<u>Bid #</u>	
<u>Requisition #</u>	MASTER

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - GEOENGINEERS - GEOTECHNICAL ENGINEERING ON-CALL SERVICES

**Agenda Wording**

Local Area A&E Professional Services Consultant Agreement with GeoEngineers Inc.; (Spokane, WA) for Geotechnical Engineering Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$800,000.00. (Various Neighborhood Councils)

**Summary (Background)**

This item was approved by Council on November 23, 2020. The attached contract is updated with current payment procedures. These updates were identified before executing the previously approved contracts. The Agreement for Geotechnical Engineering Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignments will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.

Lease? NO	Grant related? YES	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 800,000.00		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 10/26/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		dbuller@spokanecity.org
<u>GRANTS &amp; CONTRACT MGMT</u>	STOPHER, SALLY	aduffey@spokanecity.org
		tdugger@geoengineers.com



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: 2021-2022 GEOTECHNICAL ENGINEERING  
SERVICES ON-CALL SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington, 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 GEOTECHNICAL ENGINEERING ON-CALL SERVICES** to the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined geotechnical engineering work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2021 AND 2022</b></li> <li>• Period covered by the invoice</li> <li>• Project Title = A Project is described as listed on the task assignment</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate and # of hours worked</li> <li>• Total labor costs per Project</li> </ul>

- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## 8. TAXES, FEES AND LICENSES.

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

## 9. CITY OF SPOKANE BUSINESS LICENSE.

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

## 10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	GEO ENGINEERS, INC. 523 East 2nd Avenue Spokane, Washington 99202

## 11. SOCIAL EQUITY REQUIREMENTS.

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

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

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

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

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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

#### **20. NO CONFLICT OF INTEREST.**

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

sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

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

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

## **22. INTELLECTUAL PROPERTY RIGHTS.**

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

## **23. CONFIDENTIALITY.**

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

42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

#### **24. DISPUTES.**

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

## **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**GEOENGINEERS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services  
Exhibit C – Rate Schedule

20-195a

**EXHIBIT A**

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

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

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

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

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

## **EXHIBIT B**

### **Scope of Services**

The scope of services will include tasks associated with geotechnical engineering both during design and construction. Sample types of tasks/project components include:

- Classification of soils by appropriate methods
- Determination of soil properties by appropriate means
- Determination of foundation and wall design parameters
- Pavement subgrade characterization and pavement design
- Evaluation of water mounding in relationship to stormwater injections
- Conducting geophysical studies, test borings, test excavations, infiltration testing, aquifer testing
- Identification of restrictive infiltration layers below the ground surface
- Slope stability and groundwater seepage analysis
- Geotechnical report preparations
- Phase 1 and Phase 2 environmental site assessments
- Construction phase contaminated site assessments and recommendations for remediation
- Conducting special inspections or other geotechnical related construction phase inspections

The projects for which the above types of tasks may be required include water, sewer, street or other city infrastructure projects.

## Schedule of Charges – 2020

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

Staff 1 Engineer/Scientist	\$	102/hour
Staff 2 Engineer/Scientist	\$	113/hour
Staff 3 Engineer/Scientist	\$	125/hour
Engineer/Scientist 1	\$	132/hour
Engineer/Scientist 2	\$	140/hour
Senior Engineer/Scientist 1	\$	157/hour
Senior Engineer/Scientist 2	\$	168/hour
Associate	\$	192/hour
Principal	\$	215/hour
Senior Principal	\$	225/hour

#### Technical Support Staff

Administrator 1	\$	72/hour
Administrator 2	\$	77/hour
Administrator 3	\$	82/hour
CAD Technician	\$	88/hour
CAD Designer	\$	100/hour
CAD Design Coordinator	\$	108/hour
GIS Analyst	\$	120/hour
Senior GIS Analyst	\$	132/hour
GIS Coordinator	\$	146/hour
*Technician	\$	65/hour
*Senior Technician	\$	75/hour
*Lead Technician	\$	86/hour
*Environmental Technician	\$	86/hour

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-quarter times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

Air Quality Monitoring Package, per day	\$	170.00
Asbestos/Lead Paint Sampling Equipment Package, per day	\$	110.00
Environmental Exploration Equipment Package, per day	\$	200.00
Field Exploration Equipment Package (marking paint, stakes, survey flagging, other misc. supplies)	\$	35.00
Geotechnical Exploration Equipment Package, per day	\$	145.00
Groundwater Monitoring & Sampling Equipment (Bladder Pump) Package, per day	\$	415.00
Groundwater Monitoring & Sampling Equipment (Peristaltic Pump) Package, per day	\$	305.00
Surface Water Quality Monitoring Equipment Package, per day	\$	170.00
Operations and Maintenance Equipment Package, per day	\$	280.00
Rock/Slope Fall Protection / Rigging Equipment Package, per day	\$	550.00
	\$	

**Specialized Equipment**

4 Gas Meter, per day	\$	125.00
Field Data Acquisition – iPad or GPS, per day	\$	50.00
Flow Meter, per day	\$	120.00
Hydrolab Multi Meter Probe, per day	\$	50.00
Interface Probe, per day	\$	45.00
Nuclear Density Gauge, \$50/day, or \$25/half-day	\$	50.00/25.00
Photoionization Detector (PID)	\$	100.00
Pressure Transducer with Data Logger, per day	\$	120.00
Slope Indicator, per day	\$	110.00
Turbidity Monitoring Meter, per day	\$	30.00
Water Level Indicator, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65
Vehicle - 4-Wheel Drive Truck, per day (1 day min.)	\$	90.00
Other Miscellaneous Field Equipment, at current rates, list available upon request, per day		

*Specialized equipment will be quoted on a per-job basis.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

**In-House Disposable Field Supplies**

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

## Laboratory Schedule of Charges

Type of Test		Unit Price*
Moisture Content / Oven (ASTM D2216)	\$	25.00
Sample Preparation		
Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour	\$	55.00
Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour	\$	55.00
Remolding - Remold a soil sample to desired moisture and density, per hour	\$	55.00
Moisture/Density		
Rings	\$	30.00
Shelby Tubes, waxed chunk	\$	45.00
Tubes (liners), chunk	\$	45.00
Organic Content (ASTM D2974)**	\$	70.00
Particle Size Analysis		
Sieve (ASTM C136) max size < 3/4-inch (includes -200 Wash, Dry Sieve)	\$	100.00
Sieve (ASTM C136) max size > 3/4-inch (includes -200 Wash, Dry Sieve)	\$	105.00
Percent Passing No. 200 (ASTM C117-87/D1140)	\$	55.00
Combined Sieve and Hydrometer (ASTM D422)	\$	200.00
Hydrometer only (ASTM D422)	\$	100.00
Atterberg Limits (ASTM D4318)	\$	110.00
Nonplastic	\$	75.00
Specific Gravity, Fine Material (ASTM D854)	\$	75.00
Specific Gravity, Coarse Material (ASTM C-127)	\$	65.00
Percent of Fracture (ASTM D5821)	\$	45.00
Sand Equivalent (AASHTO T 176, ASTM D-2419)	\$	70.00
Compaction (ASTM D1557/D698, Methods A, B and C, AASHTO T-180)		
4 points	\$	175.00
Direct Shear (ASTM D3080)		
3 points	\$	400.00
R-Value (ASTM D2844, Idaho T-8)	\$	400.00
Consolidation (ASTM D2435)		
With 2 timed load increments	\$	400.00
Permeability		
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)**	\$	325.00
In triaxial cell with back pressure saturation (ASTM D 5084)**	\$	700.00
One-Dimensional Swell (ASTM D4546)		
Method A**	\$	400.00
Method B**	\$	400.00
Method C**	\$	650.00
Triaxial Compression		
Unconfined Comp. - UC (ASTM D2166)	\$	130.00
Unconsolidated Undrained - UU (ASTM D2850)**	\$	250.00
Triaxial Unconsolidated Undrained (back pressure saturation)**	\$	480.00
Consolidated Undrained (ASTM D4767) with pore press. meas. - CU/S/P**	\$	600.00
Consolidated Drained - CD**	\$	650.00
Consolidated Undrained or Consolidated Drained (3 points)**	\$	1,500.00
CBR with 4 point Proctor (ASTM D1883)	\$	500.00
Rock Point Load Index Test (ASTM D5731)	\$	35.00
Unconfined compressive strength of rock cores (ASTM D7012)	\$	45.00
High Strength Grout Cubes (ASTM C109)	\$	25.00
Compressive Strength of Drilled Concrete Core (ASTM C 42)	\$	45.00

Other tests charged at negotiated rates

\*Increase unit prices by 20 percent – 50 percent for contaminated samples.

\*\* Conducted in our Redmond Laboratory, additional shipping charges may apply.

All rates are subject to change upon notification.

## In-House Drilling/Field Schedule of Charges – 2020

Type of Service	Unit Price
<b>Equipment Mobilization – Demobilization</b>	
CME-75 DRILL RIG, EQUIPMENT, OPERATOR, AND SUPPORT VEHICLE	
Local (up to 20 miles, includes driller & helper)	\$ 700
Beyond 20-mile radius (includes drill rig & driver, and support truck), rate plus per hour	\$ 300 +315/hr
EXTRA TRAVEL, per hour, per person	\$ 75
DIRECT PUSH PROBE	
Local (up to 20 miles)	\$ 390
Beyond 20 mile radius, rate plus per hour	\$ 225 +225/hr
<b>Drilling</b>	
AUGER DRILLING (ASTM D-1586) (includes one sample attempt every 5 feet; assume 65-85 LF/day drilling and sampling) (7-1/4" O.D. x 3-3/4" I.D., hollow-stem, CMD-type auger)	
Regular Rate, per hour (includes driller & helper)	\$ 240
AUGERING WITHOUT SAMPLING	
Regular Rate, per hour (includes driller & helper)	\$ 225
HOURLY WORK (includes moving, boring location, well construction, well development, well abandonment, steam cleaning, rock core changeover, grouting, hauling water, percolation testing, etc.)	
Regular Rate, per hour	\$ 240
STANDBY RATE (awaiting instructions, cleanup, pavement patching, surveying, etc.)	
Regular Rate, per hour (includes driller & helper)	\$ 215
Nx ROCK CORING (assuming 1 hour @ standby rate for changeover), (ASTM D-2113)	
Regular Rate, per hour	\$ 255
DIRECT PUSH PROBE	\$ 1,800/day
DOE MONITORING WELL REPORTS	
(1 to 5 reports)	\$ 85
(each additional 5 reports)	\$ 85
<b>Other Field Testing Equipment</b>	
Hand Boring Equipment	
Porter Sampler, per day or less than full day	\$ 90
Dynamic Cone Sounding, per day or less than full day	\$ 90
Steam Cleaner, per day	\$ 95
Generator, per day	\$ 100
Centrifugal Pump, per day	\$ 85
Purging Pump, per day	\$ 40
Survey Equipment, per day	\$ 35
<b>Materials</b>	
Shelby Tubes	\$ 20
Core Boxes	\$ 12
Bit Wear (pilot bit, drill bit teeth/150' drilling)	\$ 400
Concrete (bag)	\$ 10
Concrete, High Strength (bag)	\$ 35
Sand (bag)	\$ 15
Hole Plug (bag)	\$ 12
55-Gallon Drums (each)	\$ 100
2-inch OD PVC Casing (10-foot section)	\$ 30
2-inch OD PVC Casing (5-foot section)	\$ 20
2-inch OD PVC Casing, Slotted (10-foot section)	\$ 40
2-inch OD PVC Casing, Slotted (5-foot section)	\$ 25
PVC End Caps (each)	\$ 20
PVC Tips (each)	\$ 15
Well Covers, Flush-Mount (each)	\$ 120
Well Covers, Above-Ground (Each)	\$ 290
Guard Posts (each)	\$ 65
Locks (each)	\$ 10
Dynamic Cone Tips (each)	\$ 20
<b>Miscellaneous Costs</b>	
PER DIEM may be charged in lieu of subsistence and lodging	

Add 15 percent to all rates for environmental assessments.

A 20 percent surcharge may be added for overtime or weekend services.



# Expenditure Control Form

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

Today's Date: 11-10-20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering Services

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$800,000

Funding Source: local and state loan/grant

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

**Why is this expenditure necessary now?**

The proposed contract with GeoEngineers is an on-call contract to be used to pay for geotechnical engineering services on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

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

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

**What alternative resources have been considered?**

None available.

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

This expenditure is for hiring a consultant to provide specialized services which the City does not have in house. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis.

Person Submitting Form/Contact: Dan Buller dbuller@spokanecity.org

FINANCE SIGNATURE:

Tonya Wallace Digitally signed by Tonya Wallace  
Date: 2020.11.11 15:17:20Z

CITY ADMINISTRATOR SIGNATURE:

Scott Simon Digitally signed by Scott  
Simon  
Date: 2020.11.11 12:45:54  
-0800

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	October 26, 2020
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for the above name specialized services.</li> <li>• A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring five agreements to council over the next several weeks.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects).</li> </ul>	
<p><b>Budget Impact:</b></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 type="checkbox"/> Yes    <input checked="" 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><b>Operations Impact:</b></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>	

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/28/2020

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

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

<b>PRODUCER</b> <b>USI Insurance Services NW PR</b> <b>601 Union Street, Suite 1000</b> <b>Seattle, WA 98101</b>	<b>CONTACT NAME: Please See Below:</b> <b>PHONE (A/C, No, Ext): 206 441-6300</b> <b>FAX (A/C, No): 610-362-8530</b> <b>E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com</b>														
<b>INSURED</b> <b>GeoEngineers, Inc.</b> <b>17425 NE Union Hill Road, Suite 250</b> <b>Redmond, WA 98052</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Transportation Insurance Company	20494	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : National Fire Insurance Co. of Hartford	20478	INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Stop Gap WA.OH</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6023113030	06/30/2020	06/30/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 <b>Stop Gap/L</b> \$1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BUA6023117823	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC6081095683	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
C			X	WC6081095666	06/30/2020	06/30/2021	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
				AOS Incl.MEL/USL&H			

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

**\*\*Please note that limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.**

**RE: GeoEngineers Project Name: City of Spokane 2020-21 Geotechnical Engineering On-Call Services.**  
**(See Attached Descriptions)**

**CERTIFICATE HOLDER****CANCELLATION**

**City of Spokane**  
**808 West Spokane Falls Blvd.**  
**Spokane, WA 99201**

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

AUTHORIZED REPRESENTATIVE

*Joan A. Ryan*

## DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

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

12/14/2020

Date Rec'd

12/2/2020

Clerk's File #

OPR 2020-0888

Renews #

Submitting Dept

INNOVATION &amp; TECHNOLOGY

Cross Ref #

Contact Name/Phone

MICHAEL 625-6468

Project #

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

TBD 2021, 2022,

Agenda Item Name

5300 SHI MICROSOFT ENTERPRISE AGREEMENT

Agenda Wording

Contract with SHI International, Inc. for a three (3) year contract for Microsoft O365 EA for software and services and support. City of Spokane will utilize Sourcewell contract# 081419-SHI.

Summary (Background)

Microsoft software and services continues to be the optimal choice of software and services the City uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 15+ years. It is important to the City that the functionality of the Microsoft products and software is stable and consistent.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 23,230.00

# 5300-73450-18850-54820

Expense \$ 585,339.00

# 5300-73600-18850-54820

Expense \$ 143,896.87

# 5300 73900 18850 54820

Select \$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session\Other

12/7/2020 Public Safety

Division Director

FINCH, ERIC

Council SponsorFinance

BUSTOS, KIM

Distribution ListLegal

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax &amp; Licenses

Signer:

SHI - cassie\_skelton@shi.com

Joanna\_York@SHI.com

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Microsoft O365 Enterprise Agreement (EA)
<b>Date:</b>	December 7, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD Operational Budget 5300 73450 18850 54820 \$23,230 5300 73600 18850 54820 \$585,339 5300 73900 18850 54820 \$143,897 Total for 2021 of: \$752,465.87
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	January 1, 2021. This 3-year renewal begins January 1, 2021 and has 3 annual payments: <ul style="list-style-type: none"> <li>• 2021 \$752,465.87 (tax included)</li> <li>• 2022 \$762,097.32 (tax included)</li> <li>• 2023 \$762,097.32 (tax included)</li> </ul>
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Microsoft O365 EA renewal provides the City of Spokane O-365 (Cloud based) services, software licenses, and software maintenance and support for Microsoft Office Pro products, Email (Exchange/Outlook), SQL database, Power BI, SharePoint, One-Drive, Visio, Teams, and Azure services.
<b>Background/History:</b> Microsoft software and services continues to be the optimal choice of software and services the City uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 15+ years.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Contract with SHI International, Inc. for a three (3) year contract for Microsoft O365 EA for software and services and support.</li> <li>• Contract total for 2021 is \$699,813.88 and tax of \$62,283.44 (\$752,456.87) is budget for the 2021 fiscal year. The contract utilizes Sourcewell- Technology Catalog Solutions, Contract #:081419-SHI</li> <li>• Microsoft O365 EA licensing contract term is January 1, 2021 to December 30, 2023 with 3 annual payments.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



**City of Spokane**

**CONTRACT**

**Title: MICROSOFT ENTERPRISE  
AGREEMENT AND LICENSE SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SHI INTERNATIONAL, CORP.**, whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company shall provide **Microsoft Enterprise Agreement License Support** in accordance with SHI's Quote Nos. 19631751, 19631753 and 19387702 which are attached as Exhibit B.
2. **CONTRACT TERM**. The Contract shall begin January 1, 2021 and run through December 31, 2023 unless terminated sooner.
3. **COMPENSATION**. The City shall pay the Company an estimated total amount of **TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED SIXTY AND 51/100 DOLLARS (\$2,276,660.51)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

Term of Payment(s):

2021:	\$752,465.87 including tax (Year 1)
2022:	\$762,097.32 including tax (Year 2)
2023:	\$762,097.32 including tax (Year 3)

5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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 thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company'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, unless such change is due to non-payment, in which Contractor shall only be required to provide ten (10) days' prior written notice to the City. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by

third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at

reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

SHI INTERNATIONAL, CORP.

CITY OF SPOKANE

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – SHI's Quote Nos. 19631751, 19631753 and 19387702

20-213

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

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## **EXHIBIT B**



Pricing Proposal  
Quotation #: 19387702  
Reference #: EA #78297211  
Created On: 9/8/2020  
Valid Until: 11/30/2020

## CITY OF SPOKANE

### Michael Sloon

808 W. SPOKANE FALLS BLVD  
ATTN: AP  
SPOKANE, WA 99201  
United States  
Phone: (509) 850-1122  
Fax:  
Email: msloon@spokanecity.org

## Inside Account Manager

### Michaela Knoblock

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 732-652-6427  
Fax: 732-652-3004  
Email: michaela\_knoblock@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	2	\$54.42	\$108.84
2 PwrBIPremP1GCC ShrdSvr ALNG SubsVL MVL Microsoft - Part#: HKL-00002 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	1	\$45,288.00	\$45,288.00
3 PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	42	\$90.55	\$3,803.10
4 SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	700	\$34.06	\$23,842.00
5 SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	16	\$2,242.67	\$35,882.72
6 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	42	\$584.85	\$24,563.70

7	SysCtrSrvMgrCltML ALNG SA MVL PerUsr Microsoft - Part#: 3ND-00528 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	2007	\$4.00	\$8,028.00
8	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	24	\$17.94	\$430.56
9	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	3	\$99.88	\$299.64
10	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	1	\$51.52	\$51.52
11	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	56	\$125.58	\$7,032.48
12	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12415 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	588	\$18.67	\$10,977.96
13	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	1	\$1,212.48	\$1,212.48
14	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	4	\$126.18	\$504.72
15	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	588	\$213.33	\$125,438.04
16	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2021 – 12/31/2021	1620	\$181.33	\$293,754.60
17	WINENTperDVC ALNG SA MVL Pltfrm	2007	\$42.06	\$84,414.42

Microsoft - Part#: KV3-00353  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2021 – 12/31/2021

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18	Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	1	\$0.00	\$0.00
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Microsoft - Part#: J5U-00004  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2021 – 12/31/2021

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19	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	1620	\$15.64	\$25,336.80
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Microsoft - Part#: AAA-12417  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2021 – 12/31/2021

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Subtotal	\$690,969.58
*Tax	\$61,496.29
Total	\$752,465.87

\*Tax is estimated. Invoice will include the full and final tax due.

#### Additional Comments

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This quote represents a 3 year agreement: Year 2 total = (\$762,097.32) , Year 3 total = (\$762,097.32)

Quote assumes subsequent payment is made by paper check, ACH or wire and not credit card, Pcard or Epay

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Pricing Proposal  
Quotation #: 19631751  
Created On: 10/30/2020  
Valid Until: 11/30/2020

## CITY OF SPOKANE

### Michael Sloon

808 W. SPOKANE FALLS BLVD  
ATTN: AP  
SPOKANE, WA 99201  
United States  
Phone: (509) 850-1122  
Fax:  
Email: msloon@spokanecity.org

## Inside Account Manager

### Michaela Knoblock

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 732-652-6427  
Fax: 732-652-3004  
Email: michaela\_knoblock@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	2	\$55.09	\$110.18
2	PwrBIPremP1GCC ShrdSvr ALNG SubsVL MVL Microsoft - Part#: HKL-00002 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	1	\$45,867.13	\$45,867.13
3	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	42	\$91.70	\$3,851.40
4	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	700	\$34.50	\$24,150.00
5	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	16	\$2,271.35	\$36,341.60
6	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	42	\$592.33	\$24,877.86

7	SysCtrSrvMgrCltML ALNG SA MVL PerUsr Microsoft - Part#: 3ND-00528 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	2007	\$4.05	\$8,128.35
8	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	24	\$18.17	\$436.08
9	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	3	\$101.16	\$303.48
10	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	1	\$52.17	\$52.17
11	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	56	\$127.18	\$7,122.08
12	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12415 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	588	\$18.91	\$11,119.08
13	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	1	\$1,227.99	\$1,227.99
14	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	4	\$127.80	\$511.20
15	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	588	\$216.06	\$127,043.28
16	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2022 – 12/31/2022	1620	\$183.65	\$297,513.00
17	WINENTperDVC ALNG SA MVL Pltfrm	2007	\$42.60	\$85,498.20

Microsoft - Part#: KV3-00353  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2022 – 12/31/2022

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18	Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	1	\$0.00	\$0.00
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Microsoft - Part#: J5U-00004  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2022 – 12/31/2022

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19	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	1620	\$15.84	\$25,660.80
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Microsoft - Part#: AAA-12417  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2022 – 12/31/2022

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Subtotal	\$699,813.88
*Tax	\$62,283.44
Total	\$762,097.32

\*Tax is estimated. Invoice will include the full and final tax due.

#### Additional Comments

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Pricing Proposal  
Quotation #: 19631753  
Created On: 10/30/2020  
Valid Until: 11/30/2020

## CITY OF SPOKANE

### Michael Sloon

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All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
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11	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2023 – 12/31/2023	56	\$127.18	\$7,122.08
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Microsoft - Part#: KV3-00353  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2023 – 12/31/2023

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18	Azure prepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	1	\$0.00	\$0.00
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Microsoft - Part#: J5U-00004  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2023 – 12/31/2023

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19	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	1620	\$15.84	\$25,660.80
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Microsoft - Part#: AAA-12417  
Contract Name: Sourcewell- Technology Catalog Solutions  
Contract #: 081419-SHI  
Coverage Term: 1/1/2023 – 12/31/2023

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Subtotal	\$699,813.88
*Tax	\$62,283.44
Total	\$762,097.32

\*Tax is estimated. Invoice will include the full and final tax due.

#### Additional Comments

---

Quote assumes subsequent payment is made by paper check, ACH or wire and not credit card, Pcard or Epay.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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---

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

 Washington State Department of Revenue

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** SOFTWARE HOUSE INTERNATIONAL, INC.**Business name:** SOFTWARE HOUSE INTERNATIONAL, INC.**Entity type:** [Corporation](#)**UBI #:** 601-639-984**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 290 DAVIDSON AVE  
SOMERSET NJ 08873-4145**Mailing address:** 290 DAVIDSON AVE  
SOMERSET NJ 08873-4145**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Spokane General Business - Non-Resident</a>	T12070226BUS			<a href="#">Active</a>	Nov-30-2021	Oct-15-2012



Governing people	Title
THAI, LEE	
<a href="#">View Additional Locations</a>	
The Business Lookup information is updated nightly. Search date and time: 12/2/2020 11:34:56 AM	

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**Check if your browser is supported**



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2020

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

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

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>One Executive Drive</b> <b>Somerset, NJ 08873</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL: somersetclsupport@mma-ne.com</b> <b>ADDRESS:</b>														
<b>INSURED</b> <b>SHI International Corp.</b> <b>290 Davidson Avenue</b> <b>Somerset, NJ 08873</b>	<table border="1"> <thead> <tr> <th data-bbox="815 428 1432 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1432 428 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 459 1432 485">INSURER A : National Fire Insurance Co of Hartford</td> <td data-bbox="1432 459 1572 485">20478</td> </tr> <tr> <td data-bbox="815 491 1432 516">INSURER B : Continental Insurance Company</td> <td data-bbox="1432 491 1572 516">35289</td> </tr> <tr> <td data-bbox="815 522 1432 548">INSURER C : American Casualty Company of Reading PA</td> <td data-bbox="1432 522 1572 548">20427</td> </tr> <tr> <td data-bbox="815 554 1432 579">INSURER D : Continental Casualty Company</td> <td data-bbox="1432 554 1572 579">20443</td> </tr> <tr> <td data-bbox="815 585 1432 611">INSURER E :</td> <td data-bbox="1432 585 1572 611"></td> </tr> <tr> <td data-bbox="815 617 1432 638">INSURER F :</td> <td data-bbox="1432 617 1572 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER D : Continental Casualty Company	20443														
INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6050250197	09/30/2020	09/30/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6050291509	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			6081819517	09/30/2020	09/30/2021	EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b> \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	650251110	09/30/2020	09/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

## Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

*Wm. C. Lillan*

© 1988-2015 ACORD CORPORATION. All rights reserved.



# Expenditure Control Form

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


**Today's Date:** 12/2/2020

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

**Department:** Innovation Technology Services Div. ITSD

**Approving Supervisor:** Michael A Sloon - ITSD Director

**Amount of Proposed Expenditure:** 2021: \$752,465.87 (w tax)

**Funding Source:** Multiple funding sources from 5300 (listed below) 

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

**Why is this expenditure necessary now?**


This contract is a three (3) year renewal (with annualized payments) that allows us the continued use of the products we have been using through out all city departments.

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

If we do not establish a contract for Microsoft licensing, we will not be allowed to use their products (Office Pro, SQL server, Power BI, Servers, and Azure) as of January 1, 2020 without violating Microsoft's software licensing agreement.


**What alternative resources have been considered?**

There are no alternatives that the city could pursue without considerable resource efforts and the cost of converting to different technology solution. In addition, Microsoft products continue to be a standard used across governmental agencies and the private sector.

SHI was chosen based on their costs, their service history, and their expertise. We researched an 

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

5300 73450 18850 54820 \$23,230  
5300 73600 18850 54820 \$585,339  
5300 73900 18850 54820 \$143,897

2021: \$752,465.87 including tax (Year 1)  
2022: \$762,007.32 including tax (Year 2) 

**Person Submitting Form/Contact:** Michael A Sloon

**FINANCE SIGNATURE:**

\_\_\_\_\_

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

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

12/14/2020

<u>Date Rec'd</u>	12/2/2020
<u>Clerk's File #</u>	OPR 2018-0798
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4500-18
<u>Requisition #</u>	TBD 2021 FUNDS

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

**Agenda Wording**

Contract with Cerium Networks, Inc. for SmartNet Hardware maintenance and software support for Cisco Equipment. Contract term is January 1, 2021 through December 31, 2021. Contract amount is \$393,123.10 including tax.

**Summary (Background)**

Cerium Networks was selected through RFP 4500-18 for Cisco SmartNet Services. The City uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The initial contract provided for 4 additional one-year renewals, with this being the 2nd of those renewals.

Lease?	NO	Grant related?	NO	Public Works?	NO
<u>Fiscal Impact</u>			<u>Budget Account</u>		
Expense	\$ 393,123.10		# 5300-73400-18850-54804		
Select	\$		#		
Select	\$		#		
Select	\$		#		
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		SLOON, MICHAEL	<u>Study Session\Other</u>		12/7/2020 Public Safety and COMmunity Health Committee
<u>Division Director</u>		FINCH, ERIC	<u>Council Sponsor</u>		
<u>Finance</u>		BUSTOS, KIM	<u>Distribution List</u>		
<u>Legal</u>		ODLE, MARI	Accounting - ywang@spokanecity.org		
<u>For the Mayor</u>		ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org		
<u>Additional Approvals</u>			Legal - modle@spokanecity.org		
<u>Purchasing</u>		WAHL, CONNIE	Purchasing - cwahl@spokanecity.org		
			IT - itadmin@spokanecity.org		
			Tax & Licenses		
			Cerium - William Junkermier - wjunkermier@ceriumnetworks.com		

# Public Safety and Community Health Committee

## Briefing Paper

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	2021 Cisco SmartNet Renewal
<b>Date:</b>	December 7, 2020
<b>Author (email &amp; phone):</b>	Theresa Pellham; <a href="mailto:tpellham@spokanecity.org">tpellham@spokanecity.org</a> ; 5096256948
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – 2021 Cisco SmartNet renewal  Utilizing Budget Account # 5300 73400 18850 54804
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	1/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Renew support and maintenance for Cisco network hardware
<p><u>Background/History:</u> Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</p> <p>Cerium Network, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The original contract may be extended for four additional one-year periods not to exceed five years. This is the second one-year extension.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Cisco SmartNet support and maintenance 1-year annual renewal</li> <li>• Contract total is \$393,123.10 including tax and is fully covered by ITSD budgeted funds</li> <li>• Support and maintenance contract term is January 1, 2021 to December 31, 2021</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



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

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

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

*WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the 2<sup>nd</sup> of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2021 and shall run through December 31, 2021.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED TWENTY-THREE AND 10/100 (\$393,123.10)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**CERIUM NETWORKS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate of Debarment  
Exhibit B – Cerium Quote

20-214

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Washington State Department of Revenue

Services Business Lookup CERIUM NETWORKS, INC.

License Information:

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

**Entity name:** CERIUM NETWORKS, INC.

**Business name:** CERIUM NETWORKS, INC.

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

**UBI #:** 602-569-046

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1636 W 1ST AVE  
SPOKANE WA 99201-6010

**Mailing address:** 1636 W 1ST AVE  
SPOKANE WA 99201-6010

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

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

Endorsements

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

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

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

[View Additional Locations](#)

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

*Working together to fund Washington's future*



CERINET-01

SBULGER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2019

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



# Expenditure Control Form

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

**Today's Date:** 12/2/2020

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

**Department:** ITSD

**Approving Supervisor:** MICHAEL SLOON

**Amount of Proposed Expenditure:** \$393,123.10

**Funding Source:** ITSD 5300 73400 18850 54804

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

**Why is this expenditure necessary now?**

This is the annual renewal of our SmartNet support and maintenance for the City's network devices. The current contract expires 12/31/2020 and must be renewed by 1/1/2021 to maintain coverage.

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

Cisco charges a reinstatement penalty if SmartNet coverage lapses for a period of time. Also, without current SmartNet coverage, we cannot obtain support for device issues or failures until SmartNet is reactivated/renewed.

**What alternative resources have been considered?**

Allowing SmartNet coverage to lapse. This is not an option due to the critical requirement for support and maintenance of the network.

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

Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. The original contract may be extended for four additional one-year periods not to exceed five years. This is the second one-year extension.

**Person Submitting Form/Contact:** THERESA PELLHAM

**FINANCE SIGNATURE:**

*Tonya Wallace*

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

Scott Simmons (Dec 2, 2020 14:04 PST)









# Cisco SmartNet Expenditure Control Form

Final Audit Report

2020-12-02

Created:	2020-12-02
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcjzQE9duqNJngmMvw8P_bkruiPT3Nmu6

## "Cisco SmartNet Expenditure Control Form" History

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-  Agreement completed.  
2020-12-02 - 10:04:10 PM GMT



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

## QUOTE

**Project #** CERQ92023  
**Date** 12/03/20  
**Sales Rep.** Jeff Lynch  
jlynch@ceriumnetworks.com

### Sold To:

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

### Ship To:

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

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

### Smartnet Renewal 2021 Coterminous End Date 12/31/2021

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		CISCO WA NVP AR233 (14-19), ADDENDUM #01114		
2				
3				
4		<b>Contract 2384749</b>		
5	1	SNTC 8X5XNBD (SNT)	\$97,216.05	\$97,216.05
6		SubTotal		\$97,216.05
7				
8		<b>Contract 90175098</b>		
9	1	SNTC 24X7X4 (SNT)	\$37,859.34	\$37,859.34
10		SubTotal		\$37,859.34
11				
12		<b>Contract 202038905</b>		
13	1	SNTC TAC & IOS Updates with no hardware replacement (SW)	\$509.56	\$509.56
14		SubTotal		\$509.56
15				
16		<b>Contract 95703278</b>		
17	1	SNTC TAC & IOS Updates with no hardware replacement (SW)	\$37,098.82	\$37,098.82
18		SubTotal		\$37,098.82
19				
20		<b>Contract 200726210</b>		
21	1	SWSS UPGRADES Software Support plus Upgrades (ECMU)	\$126,753.78	\$126,753.78
22		SubTotal		\$126,753.78
23				
24	1	The following are currently covered under other BP's will be consolidated with	\$66,775.21	\$66,775.21

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
		existing Contracts.		
25		SubTotal		\$66,775.21
26		Smartnet Total		\$366,212.76
			<b>Subtotal</b>	<b>\$366,212.76</b>

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

Please contact me if I can be of further assistance.

## City of Spokane Smartnet Renewal 2021

Coterminous End Date 12/31/2021

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

Contract 2384749										
SNTC 8X5XNBD (SNT)										
Quan	Service	Product Number	Product Number	Serial Number	Install Site	Start Date	End Date	List	Ext List	Price
1	CON-SNT-AIRAP154	AIR-AP1542I-B-K9	FGL2331LCE1	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	42.85	\$	37.28
1	CON-SNT-AIRAP154	AIR-AP1542I-B-K9	FGL2331LCE4	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	42.85	\$	37.28
1	CON-SNT-AIRAP154	AIR-AP1542I-B-K9	FGL2331LCEX	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	42.85	\$	37.28
1	CON-SNT-AIRAP154	AIR-AP1542I-B-K9	FGL2331LCFO	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	42.85	\$	37.28
1	CON-SNT-AIRAP154	AIR-AP1542I-B-K9	FGL2331LCFC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	42.85	\$	37.28
1	CON-SNT-AIRBAP15	AIR-AP1562E-B-K9	FGL2119B03Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	78.17	\$	68.01
1	CON-SNT-AIRAPBP1	AIR-AP1562I-B-K9	FJC2331N093	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	73.65	\$	64.08
1	CON-SNT-AIRAPBP1	AIR-AP1562I-B-K9	FJC2331N094	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	73.65	\$	64.08
1	CON-SNT-AIRAPBP1	AIR-AP1562I-B-K9	FJC2331N095	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	73.65	\$	64.08
1	CON-SNT-AIRAPBP1	AIR-AP1562I-B-K9	FJC2331N096	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	73.65	\$	64.08
1	CON-SNT-AIRAPBP1	AIR-AP1562I-B-K9	FJC2331N097	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	73.65	\$	64.08
1	CON-SNT-AIRAPBP1	AIR-AP1562I-B-K9	FJC2331N098	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	73.65	\$	64.08
1	CON-SNT-CT255	AIR-CT2504-5-K9	PSZ19231EUR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	203.00	\$	176.61
1	CON-SNT-AIRT5520	AIR-CT5520-K9	FCH2325V01Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	2,709.85	\$	2,357.57
1	CON-SNT-AIRT5520	AIR-CT5520-K9	FCH2325V02Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	2,709.85	\$	2,357.57
1	CON-SNT-AIRCT853	AIR-CT8510-300-K9	E2K8315	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	13,455.00	\$	11,705.85
1	CON-SNT-AIRCT85	AIR-CT8510-HA-K9	E2VW857	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	10,764.00	\$	9,364.68
1	CON-SNT-ASA550K9	ASA5505-50-BUN-K9	JMX184340LK	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	146.00	\$	127.02
1	CON-SNT-ASA550K9	ASA5505-50-BUN-K9	JMX184340P8	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	146.00	\$	127.02
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1201Z039	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1432Z1TM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1432Z1TR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1628Z0N9	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1734Z0PQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX173541CN	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX173541HB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1735Z12W	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX174540MX	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1745Z0TW	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX181240QX	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1815413G	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1815413K	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1815Z17P	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1815Z17Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z0U4	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z0ZY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z106	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z10B	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z10C	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z10G	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z10T	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1816Z11C	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1817411B	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1817Z1L2	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1818Z0AS	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5BUNK9	ASA5505-BUN-K9	JMX1818Z0AT	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	106.16	\$	92.36
1	CON-SNT-ASS5K8	ASA5505-K8	JMX162240A0	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	103.00	\$	89.61
1	CON-SNT-ASA5506F	ASA5506-FTD-K9	JMX2101Y02N	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	137.00	\$	119.19
1	CON-SNT-ASA5506K	ASA5506-K9	JMX192840YN	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	119.00	\$	103.53
1	CON-SNT-ASA5506K	ASA5506-K9	JMX2002Z07T	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	119.00	\$	103.53
1	CON-SNT-ASA556F9	ASA5516-FPWWR-K9	JMX2131Y2NC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	719.00	\$	625.53
1	CON-SNT-ASA556F9	ASA5516-FPWWR-K9	JMX2131Y2SB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	719.00	\$	625.53
1	CON-SNT-ASA525FPK9	ASA5525-FPWWR-K9	FTX2110W1RY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,261.98	\$	1,097.92
1	CON-SNT-ASA525FPK9	ASA5525-FPWWR-K9	FTX2110W1S0	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,261.98	\$	1,097.92
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2102W06K	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,273.20	\$	1,107.68
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2102W06M	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,273.20	\$	1,107.68
1	CON-SNT-BE7HM40K	BE7H-M4-K9	FCH2015V1X2	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	424.00	\$	368.88
1	CON-SNT-BE7HM40K	BE7H-M4-K9	FCH2015V23Q	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	424.00	\$	368.88
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDL	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	784.00	\$	682.08
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	784.00	\$	682.08
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDP	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	784.00	\$	682.08
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDS	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	784.00	\$	682.08
1	CON-SNT-C93004PA	C9300-48P-A	FOC2221Q0TC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	721.86	\$	628.02
1	CON-SNT-2951SEC	CISCO2951/K9	FTX1633AKGT	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,373.00	\$	1,194.51
1	CON-SNT-2951SEC	CISCO2951-SEC/K9	FTX1410AHGJ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,372.00	\$	1,193.64
1	CON-SNT-CP880KMA	CP-8800-A-KEM=	FCH23102CPU	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	25.47	\$	22.16
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH194126QK	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	64.00	\$	55.68
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH194623L0	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	64.00	\$	55.68
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH2205233J	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	64.00	\$	55.68
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH221829MJ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	64.00	\$	55.68
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2224DKV2	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2226DRCS	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2229D779	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2229D77S	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2252DDEP	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2301FOWG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2301FOZH	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2301F14S	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2301F14C	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2301F15M	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2301F1VG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	76.56

1	CON-SNT-CPK8832K	CP-8832-K9	FCH2302E1QR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2302EDZY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2302G2FJ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2302G30E	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2302G363	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2303EQD5	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2303EQEV	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2303EOGQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2303ER1M	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	88.00	\$	88.00	\$	76.56
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH223227TG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	60.72	\$	60.72	\$	52.83
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH223227TH	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	60.72	\$	60.72	\$	52.83
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH223227XM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	60.72	\$	60.72	\$	52.83
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH22492PVS	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	60.72	\$	60.72	\$	52.83
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH22492Q05	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	60.72	\$	60.72	\$	52.83
1	CON-SNT-CPLW832M	CP-8832-MIC-WLS=	FCH22492Q11	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	60.72	\$	60.72	\$	52.83
1	CON-SNT-CP8851K9	CP-8851-K9=	FCH2303F9KR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	20.00	\$	20.00	\$	17.40
1	CON-SNT-CSKITK9	CS-KIT-K9	FOC2427N8JV	WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-2021	\$	-	\$	-	\$	-
1	CON-SNT-CSKITK9	CS-KIT-K9	FOC2427N8HJ	WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-2021	\$	-	\$	-	\$	-
1	CON-SNT-CSKITK9	CS-KIT-K9	FOC2427N8FP	WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-2021	\$	-	\$	-	\$	-
1	CON-SNT-CSKITK9	CS-KIT-K9	FOC2427N8HT	WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-2021	\$	-	\$	-	\$	-
1	CON-SNT-CSKITPLU	CS-KITPLUS-K9	FIC2434Q037	WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-2021	\$	-	\$	-	\$	-
1	CON-SNT-CSKITPLU	CS-KITPLUS-K9	FIC2434Q036	WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-2021	\$	-	\$	-	\$	-
1	CON-SNT-CSKITPLU	CS-KITPLUS-K9	FGL225240HX	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-Dec-2021	\$	1,610.74	\$	1,610.74	\$	1,401.34
1	CON-SNT-CTSMICT2	CTS-MIC-TABL20	GET2246050S	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-Dec-2021	\$	54.93	\$	54.93	\$	47.79
1	CON-SNT-CTSMICT2	CTS-MIC-TABL20	GET224605FM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	54.93	\$	54.93	\$	47.79
1	CON-SNT-FMC2500K	FMC2500-K9	FCH2119V35E	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	9,086.27	\$	9,086.27	\$	7,905.05
1	CON-SNT-FMC2500K	FMC2500-K9	FCH2119V35F	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	9,086.27	\$	9,086.27	\$	7,905.05
1	CON-SNT-FPR212GFN	FPR2120-NGFW-K9	JMX2136Y075	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,600.00	\$	1,600.00	\$	1,392.00
1	CON-SNT-FPR212GFN	FPR2120-NGFW-K9	JMX2136Y077	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	1,600.00	\$	1,600.00	\$	1,392.00
1	CON-SNT-IE20001	IE-2000-16TC-G-N	DD02148T007	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	414.78	\$	414.78	\$	360.86
1	CON-SNT-IE20001	IE-2000-16TC-G-N	FDO2209T0NK	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	414.78	\$	414.78	\$	360.86
1	CON-SNT-IE2K4GB	IE-2000-4TS-G-B	FDO2235J47Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	131.00	\$	131.00	\$	113.97
1	CON-SNT-IE34TC	IE-3000-4TC	FOC130221PT	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1307V5AT	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1322Z128	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1330Z6CR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1331Z1DQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z065	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z06D	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z06Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z07H	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z08C	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z09E	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0AB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0AR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0B6	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0BK	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0CE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0CG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0CL	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1344V3CD	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0S2	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0TC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0VG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0WF	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346Z0XA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346Z0XK	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1430Y3MR	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1434V5F3	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1436V0VM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1436V103	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1436X2HG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1439XA4D	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1440Y44J	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1440Y44M	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V055	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V05K	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V077	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V079	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V084	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5PQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5O9	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5QE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5OQ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5QU	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5UF	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5UM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X47J	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X47P	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X47Q	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X487	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1521Y1SJ	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1521Z02U	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W28Z	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2AH	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2AN	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07	\$	215.07	\$	187.11
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2CC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	215.07				

**SNTC 24X7X4 (SNTTP)**

Quan	Service	Product Number	Product Number	Serial Number	Install Site	Start Date	End Date	List	Ext List	Price
1	CON-SNTP-AS5ULBK9	ASA5505-UL-BUN-K9	JMX131220HG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 303.00	\$	241.00	\$ 209.67
1	CON-SNTP-C5596UPB	N5K-C5596UP-BUN	FOX1633G80P	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,798.00	\$	3,798.00	\$ 3,304.26
1	CON-SNTP-C5596UP	N5K-C5596UP-FA	FOX1633G80P	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 4,296.00	\$	4,296.00	\$ 3,737.52
1	CON-SNTP-WSC604DL	WS-C2960X-24PD-L	FCW2038B18U	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 508.74	\$	508.74	\$ 442.60
1	CON-SNTP-WSC604DL	WS-C2960X-24PD-L	FCW2038B1RV	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 508.74	\$	508.74	\$ 442.60
1	CON-SNTP-WSC165FX	WS-C4500X-16SPF+	JAE173104F7	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2,096.00	\$	2,096.00	\$ 1,823.52
1	CON-SNTP-WSC165FX	WS-C4500X-16SPF+	JAE173104H8	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2,096.00	\$	2,096.00	\$ 1,823.52
1	CON-SNTP-WSC165FX	WS-C4500X-16SPF+	JAE204108WD	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2,096.00	\$	2,096.00	\$ 1,823.52
1	CON-SNTP-WSC165FX	WS-C4500X-16SPF+	JAE204108X0	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2,096.00	\$	2,096.00	\$ 1,823.52
1	CON-SNTP-WSC165FX	WS-C4500X-16SPF+	JAE212603W7	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2,096.00	\$	2,096.00	\$ 1,823.52
1	CON-SNTP-WSC165FX	WS-C4500X-16SPF+	JAE2126042H	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2,096.00	\$	2,096.00	\$ 1,823.52
1	CON-SNTP-C45X32SF	WS-C4500X-32SPF+	JAE16450E90	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,598.00	\$	3,598.00	\$ 3,130.26
1	CON-SNTP-C45X32SF	WS-C4500X-32SPF+	JAE164706MG	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,598.00	\$	3,598.00	\$ 3,130.26
1	CON-SNTP-C45X32SF	WS-C4500X-32SPF+	JAE17310878	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,598.00	\$	3,598.00	\$ 3,130.26
1	CON-SNTP-C45X32SF	WS-C4500X-32SPF+	JAE1731088M	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,598.00	\$	3,598.00	\$ 3,130.26
1	CON-SNTP-C45X32SF	WS-C4500X-32SPF+	JAE173108AP	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,598.00	\$	3,598.00	\$ 3,130.26
1	CON-SNTP-C45X32SF	WS-C4500X-32SPF+	JAE173108N7	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 3,598.00	\$	3,598.00	\$ 3,130.26
									\$ 43,516.48	\$ 37,859.34

## SOLN SUPP 8X5XNBD (SSSNT)

Quan	Service Product Number	Product Number	Serial Number	Install Site	Start Date	End Date	List	Ext List	Price
1	CON-SSSNT-C9200L24	C9200L-24T-4X-A	JAE22460KR6	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 277.00	\$ 277.00	\$ 240.99
1	CON-SSSNT-IR101K9K	IR1101-K9	FCW23250H7E	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 168.00	\$ 168.00	\$ 146.16
1	CON-SSSNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2246T0QC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 140.70	\$ 140.70	\$ 122.41
								\$ 585.70	\$ 509.56



1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1731Z0J5	44 W RIVERSIDE AVE	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1731Z1D8	44 W RIVERSIDE AVE	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1731Z1DA	44 W RIVERSIDE AVE	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1731Z1HG	44 W RIVERSIDE AVE	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1816X067	44 W RIVERSIDE AVE	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1844U0RB	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC1844X0QM	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
1	CON-SW-WSC388F5	WS-C3850-48F-S	FOC2219X0NP	44 W RIVERSIDE AVE	01-JAN-2021	31-DEC-2021	\$	870.74	\$	870.74	\$	757.54
										\$	42,642.32	\$ 37,098.82

## Contract 200726210

## SWSS UPGRADES Software Support plus Upgrades (ECMU)

Quan	Service Product Number	Product Number	Serial Number	Install Site	Start Date	End Date	Ea List	Ext List	Price
25	CON-ECMU-CCX1AQM5	CCX-11-11UQAQM51		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 125.00	\$	3,125.00 \$ 2,718.75
5	CON-ECMU-CCCR1LIC	CCX-11-CR-LIC		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 59.00	\$	295.00 \$ 256.65
106	CON-ECMU-CCX11NLC	CCX-11-N-P-LIC		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 359.00	\$	38,054.00 \$ 33,106.98
1700	CON-ECMU-ER11USR1	ER11-USR-1		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 2.00	\$	3,400.00 \$ 2,958.00
1	CON-ECMU-VMWSW10	FS-VMW-10-SW-K9	7361J7B4F21	WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 400.00	\$	400.00 \$ 348.00
1	CON-ECMU-VMWSW2	FS-VMW-2-SW-K9		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 100.00	\$	100.00 \$ 87.00
7	CON-ECMU-LICXENHA	LIC-CUCM-11X-ENH-A		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 37.00	\$	259.00 \$ 225.33
1700	CON-ECMU-UWLST1K	LIC-UWL-STD1K		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 56.00	\$	95,200.00 \$ 82,824.00
3	CON-ECMU-S5LED8	L-LIC-UWL-S-5LED-B		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 56.00	\$	168.00 \$ 146.16
1	CON-ECMU-PI2XBASE	L-PI2X-BASE		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 19.00	\$	19.00 \$ 16.53
1	CON-ECMU-P2XLF1H	L-PI2X-LF-100-U		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 1,799.00	\$	1,799.00 \$ 1,565.13
1	CON-ECMU-P2XLF50	L-PI2X-LF-50-U		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 1,059.00	\$	1,059.00 \$ 921.33
1	CON-ECMU-IPDEVUWL	L-PUB-IP-DEV-UWL		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 17.00	\$	17.00 \$ 14.79
1	CON-ECMU-LWP12X00	L-W-PI2X-100-U		WEST 808 SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$ 1,799.00	\$	1,799.00 \$ 1,565.13
Subtotal								\$	145,694.00 \$ 126,753.78

## The following are currently covered under other BP's will be consolidated with existing Contracts.

Quan	Service Product Number	Product Number	Serial Number	Install Site	Start Date	End Date	List	Ext List	Price
SNTC 8X5XNBD (SNT)									
1	CON-SNT-AIRAPIKB	AIR-AP2802I-B-K9	FCW2342P5X7	808 W SPOKANE FALLS BLVD	24-JAN-2021	31-DEC-2021	\$ 60.01	\$	60.01 \$ 52.21
1	CON-SNT-AIRAPIKB	AIR-AP2802I-B-K9	FCW2346PJMM	808 W SPOKANE FALLS BLVD	19-FEB-2021	31-DEC-2021	\$ 55.45	\$	55.45 \$ 48.24
1	CON-SNT-AIRAPIKB	AIR-AP2802I-B-K9	FCW2346PJWN	808 W SPOKANE FALLS BLVD	19-FEB-2021	31-DEC-2021	\$ 55.45	\$	55.45 \$ 48.24
1	CON-SNT-AIRAPIKB	AIR-AP2802I-B-K9	FCW2346PJXS	808 W SPOKANE FALLS BLVD	19-FEB-2021	31-DEC-2021	\$ 55.45	\$	55.45 \$ 48.24
1	CON-SNT-ASA5508K	ASA5508-K9	JMX2344X06Q	B&E ELECTRIC/MWH CONSTRUCTORS	01-MAY-2021	31-DEC-2021	\$ 289.30	\$	289.30 \$ 251.69
1	CON-SNT-ASA5508K	ASA5508-K9	JMX2344X07Y	B&E ELECTRIC/MWH CONSTRUCTORS	01-MAY-2021	31-DEC-2021	\$ 289.30	\$	289.30 \$ 251.69
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2335W06R	808 W SPOKANE FALLS BLVD - 5TH FLOO	01-JAN-2021	31-DEC-2021	\$ 1,273.20	\$	1,273.20 \$ 1,107.68
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2335W06T	808 W SPOKANE FALLS BLVD - 5TH FLOO	01-JAN-2021	31-DEC-2021	\$ 1,273.20	\$	1,273.20 \$ 1,107.68
1	CON-SNT-C93002PA	C9300-24P-A	FJC24401DF0	808 W SPOKANE FALLS BLVD	26-OCT-2021	31-DEC-2021	\$ 78.30	\$	78.30 \$ 68.12
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340A0B3	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B082	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B08W	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B099	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B09B	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B09C	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B09D	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B08E	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJB2340B0EH	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0E0	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0F4	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0FV	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0FZ	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0KE	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0NH	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340E0NX	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340S0VM	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340S10D	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0E9	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0FU	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0G3	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0GP	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0GV	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0Q3	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0Q5	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340T0Q6	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0G4	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0GB	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0GV	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0JA	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0QZ	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0TK	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0TY	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2340U0U0	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$ 311.16	\$	311.16 \$ 270.71
1	CON-SNT-C93002UA	C9300-24U-A	FJC2341E01W	808 W SPOKANE FALLS BLVDMGNT INFO SV	06-JAN-2021	31-DEC-2021	\$ 457.22	\$	457.22 \$ 397.78
1	CON-SNT-C93004PA	C9300-48P-A	FJB2345B01T	808 W SPOKANE FALLS BLVDMGNT INFO SV	06-JAN-2021	31-DEC-2021	\$ 711.97	\$	711.97 \$ 619.41
1	CON-SNT-C93004UA	C9300-48U-A	FJB2345A0GQ	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJB2345A0GV	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0KU	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0M2	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0M4	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0M5	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0M7	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0M8	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0ND	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345E0Q2	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$ 533.52	\$	533.52 \$ 464.16

1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0ME	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0NJ	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0PV	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0PW	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0RW	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0RX	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0SO	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345S0T6	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0L1	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0LA	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0LB	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0LF	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0LG	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0ME	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0MS	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345T0P1	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0QZ	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0R0	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0R5	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0R9	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0SH	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0SR	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0SW	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0T1	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0VD	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C93004UA	C9300-48U-A	FJC2345U0Y2	808 W SPOKANE FALLS BLVD - 5TH FLOO	01-MAY-2021	31-DEC-2021	\$	533.52	\$	533.52	\$	464.16
1	CON-SNT-C95K16XA	C9500-16X-A	FJB2348E080	808 W SPOKANE FALLS BLVDMGNT INFO SV	06-JAN-2021	31-DEC-2021	\$	1,174.01	\$	1,174.01	\$	1,021.39
1	CON-SNT-C95016EX	C9500-16X-E	FJB2333E0HF	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-JAN-2021	31-DEC-2021	\$	1,190.32	\$	1,190.32	\$	1,035.58
1	CON-SNT-CPK8832K	CP-8832-K9	FCH24232TGG	808 W SPOKANE FALLS BLVD	23-SEP-2021	31-DEC-2021		24.11		24.11		20.98
1	CON-SNT-CPWL832M	CP-8832-MIC-WLS=	FCH24212VU1	808 W SPOKANE FALLS BLVD	23-SEP-2021	31-DEC-2021		16.64		16.64		14.48
1	CON-SNT-CPDX80KG	CP-DX80-K9=	FOC2433K1XC	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021		133.49		133.49		116.14
1	CON-SNT-CPDX80KG	CP-DX80-K9=	FOC2433K2AB	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021		133.49		133.49		116.14
1	CON-SNT-CSKITK9	CS-KIT-K9	FOC2412NZ78	808 W SPOKANE FALLS BLVD	03-APR-2021	31-DEC-2021	\$	949.57	\$	949.57	\$	826.13
1	CON-SNT-CSMICTMP	CS-MIC-TABLE-J		808 W SPOKANE FALLS BLVD	03-APR-2021	31-DEC-2021	\$	34.41	\$	34.41	\$	29.94
1	CON-SNT-FPR1010A	FPR1010-ASA-K9	JMX2434X1QG	808 W SPOKANE FALLS BLVD	02-SEP-2021	31-DEC-2021	\$	31.82	\$	31.82	\$	27.68
1	CON-SNT-FPR1010N	FPR1010-NGWF-K9	JMX2434X1R4	808 W SPOKANE FALLS BLVD FL 7	02-SEP-2021	31-DEC-2021	\$	31.82	\$	31.82	\$	27.68
1	CON-SNT-F4KNNMX1G	FPR4K-NM-8X10G=	JAD2434097T	808 W SPOKANE FALLS BLVD	06-OCT-2021	31-DEC-2021	\$	762.74	\$	762.74	\$	663.58
1	CON-SNT-F4KNNMX1G	FPR4K-NM-8X10G=	JAD24340992	808 W SPOKANE FALLS BLVD	06-OCT-2021	31-DEC-2021	\$	762.74	\$	762.74	\$	663.58
1	CON-SNT-IE34TC	IE-3000-4TC	FCH2332Y0TJ	808 W SPOKANE FALLS BLVD	24-FEB-2021	31-DEC-2021	\$	183.25	\$	183.25	\$	159.43
1	CON-SNT-IE34TC	IE-3000-4TC	FCH2332Y0TN	808 W SPOKANE FALLS BLVD	24-FEB-2021	31-DEC-2021	\$	183.25	\$	183.25	\$	159.43
1	CON-SNT-IR101K9K	IR1101-K9	FCW2427P0JK	808 W SPOKANE FALLS BLVD	11-AUG-2021	31-DEC-2021		47.01		47.01		40.90
1	CON-SNT-ISR4321V	ISR4321-V/K9	FLM234411TM	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	292.03	\$	292.03	\$	254.07
1	CON-SNT-ISR4321V	ISR4321-V/K9	FLM234411TN	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	292.03	\$	292.03	\$	254.07
1	CON-SNT-ISR4321V	ISR4321-V/K9	FLM234411TP	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	292.03	\$	292.03	\$	254.07
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO23380QED	808 W SPOKANE FALLS BLVD	11-DEC-2020	31-DEC-2021	\$	1,367.39	\$	1,367.39	\$	1,189.63
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO234103V9	808 W SPOKANE FALLS BLVD	11-DEC-2020	31-DEC-2021	\$	1,367.39	\$	1,367.39	\$	1,189.63
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO23410DA6	808 W SPOKANE FALLS BLVD	11-DEC-2020	31-DEC-2021	\$	1,367.39	\$	1,367.39	\$	1,189.63
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO23410DCA	808 W SPOKANE FALLS BLVD	11-DEC-2020	31-DEC-2021	\$	1,367.39	\$	1,367.39	\$	1,189.63
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO24281MPV	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	400.30	\$	400.30	\$	348.26
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO24281MQ4	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	400.30	\$	400.30	\$	348.26
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO24281MZZ	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	400.30	\$	400.30	\$	348.26
1	CON-SNT-N93YCFX	N9K-C93180YC-FX	FDO24281N63	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	400.30	\$	400.30	\$	348.26
1	CON-SNT-N93YCFX2	N9K-C93240YC-FX2	FDO243105ZX	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	436.52	\$	436.52	\$	379.77
1	CON-SNT-N93YCFX2	N9K-C93240YC-FX2	FDO24310G5K	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	436.52	\$	436.52	\$	379.77
1	CON-SNT-N93YCFX2	N9K-C93240YC-FX2	FDO24310G7Q	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	436.52	\$	436.52	\$	379.77
1	CON-SNT-N93YCFX2	N9K-C93240YC-FX2	FDO24310G88	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	436.52	\$	436.52	\$	379.77
1	CON-SNT-N9K-C9332	N9K-C9332C	FDO2344003Y	808 W SPOKANE FALLS BLVD	11-DEC-2020	31-DEC-2021	\$	1,789.35	\$	1,789.35	\$	1,556.73
1	CON-SNT-N9K-C9332	N9K-C9332C	FDO23440069	808 W SPOKANE FALLS BLVD	11-DEC-2020	31-DEC-2021	\$	1,789.35	\$	1,789.35	\$	1,556.73
1	CON-SNT-N9K-C9332	N9K-C9332C	FDO243207LB	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	523.82	\$	523.82	\$	455.72
1	CON-SNT-N9K-C9332	N9K-C9332C	FDO243207Q9	808 W SPOKANE FALLS BLVD	10-SEP-2021	31-DEC-2021	\$	523.82	\$	523.82	\$	455.72
1	CON-SNT-VG204XM	VG204XM	FCH2344R05Y	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2344R060	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2344R071	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2344R09U	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2344T07Q	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02A	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02C	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02D	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02E	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02F	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02H	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R02X	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R03Q	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R042	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346R047	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346T02Z	808 W. SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-VG204XM	VG204XM	FCH2346T03B	808 W. SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	80.55	\$	80.55	\$	70.08
1	CON-SNT-W5C312PC	W5-C3560CX-12PC-S	FOC2315Y0GX	808 W SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	139.08	\$	139.08	\$	121.00
1	CON-SNT-W5C312PC	W5-C3560CX-12PC-S	FOC2315Y1BG	808 W SPOKANE FALLS BLVD	01-JAN-2021	31-DEC-2021	\$	139.08	\$	139.08	\$	121.00
1	CON-SNT-W5C312PD	W5-C3560CX-12PD-S	FOC2344Y603	808 W SPOKANE FALLS BLVD	06-JAN-2021	31-DEC-2021	\$	157.16	\$	157.16	\$	136.73
1	CON-SNT-W5C38PCS	W5-C3560CX-8PC-S	FOC2329Y4ZC	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-W5C38PCS	W5-C3560CX-8PC-S	FOC2329Y4ZK	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-W5C38PCS	W5-C3560CX-8PC-S	FOC2329Y4ZL	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-W5C38PCS	W5-C3560CX-8PC-S	FOC2329Y4ZP	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$			

1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y4ZW	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y50C	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y51H	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y525	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y526	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y54S	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y56T	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y56V	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y571	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y573	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y57E	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y57T	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2329Y57U	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2330Y009	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2330Y00C	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2330Y00D	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2330Y00Q	808 W SPOKANE FALLS BLVD	01-MAY-2021	31-DEC-2021	\$	76.55	\$	76.55	\$	66.60
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2423LADG	808 W SPOKANE FALLS BLVD	28-JUL-2021	31-DEC-2021	\$	49.06	\$	49.06	\$	42.68
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2423LASX	808 W SPOKANE FALLS BLVD	28-JUL-2021	31-DEC-2021	\$	49.06	\$	49.06	\$	42.68
<b>SNTC 24X7X4 (SNTP)</b>												
1	CON-SNTP-ASR92240	ASR920-2G-4-10G		808 W SPOKANE FALLS BLVD	27-NOV-2020	31-DEC-2021	\$	210.41	\$	210.41	\$	183.06
1	CON-SNTP-ASR92240	ASR920-2G-4-10G		808 W SPOKANE FALLS BLVD	27-NOV-2020	31-DEC-2021	\$	210.41	\$	210.41	\$	183.06
1	CON-SNTP-ASR920ZA	ASR-920-4SZ-A	CAT2335U3U8	808 W SPOKANE FALLS BLVD	27-NOV-2020	31-DEC-2021	\$	561.10	\$	561.10	\$	488.16
1	CON-SNTP-ASR920ZA	ASR-920-4SZ-A	CAT2343U2MG	808 W SPOKANE FALLS BLVD	27-NOV-2020	31-DEC-2021	\$	561.10	\$	561.10	\$	488.16
1	CON-SNTP-ASR920SI	ASR920-S-I		808 W SPOKANE FALLS BLVD	27-NOV-2020	31-DEC-2021	\$	131.51	\$	131.51	\$	114.41
1	CON-SNTP-ASR920SI	ASR920-S-I		808 W SPOKANE FALLS BLVD	27-NOV-2020	31-DEC-2021	\$	131.51	\$	131.51	\$	114.41
1	CON-SNTP-C930024A	C9300-24S-A	FCW2409C09B	808 W SPOKANE FALLS BLVD	21-MAY-2021	31-DEC-2021		1647.12		1647.12	\$	1,432.99
1	CON-SNTP-C930024A	C9300-24S-A	FOC2409U0C9	808 W SPOKANE FALLS BLVD	21-MAY-2021	31-DEC-2021		1647.12		1647.12	\$	1,432.99
1	CON-SNTP-C93004TA	C9300-48T-A	FJB2411A0A3	808 W SPOKANE FALLS BLVD	21-MAY-2021	31-DEC-2021		595.45		595.45	\$	518.04
1	CON-SNTP-C93004TA	C9300-48T-A	FJC2411T0A8	808 W SPOKANE FALLS BLVD	21-MAY-2021	31-DEC-2021		595.45		595.45	\$	518.04
1	CON-SNTP-C93004UA	C9300-48U-A	FJC2411S004	808 W SPOKANE FALLS BLVD	21-MAY-2021	31-DEC-2021		784.21		784.21	\$	682.26
<b>SOLN SUPP 8X5XNBD (SSSNT)</b>												
1	CON-SSSNT-APICCLL3	APIC-CLUSTER-L3		808 W SPOKANE FALLS BLVDMGNT INFO SV	11-DEC-2020	31-DEC-2021	\$	5,503.97	\$	5,503.97	\$	4,788.45
1	CON-SSSNT-C95024YA	C9500-24Y4C-A	CAT2342L09L	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	1,190.10	\$	1,190.10	\$	1,035.39
1	CON-SSSNT-C95024YA	C9500-24Y4C-A	CAT2342L0AE	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	1,190.10	\$	1,190.10	\$	1,035.39
1	CON-SSSNT-DN2HWPL	DN2-HW-APL-U	WZP23370JG3	808 W SPOKANE FALLS BLVDMGNT INFO SV	01-MAY-2021	31-DEC-2021	\$	3,614.06	\$	3,614.06	\$	3,144.23
<b>Subtotal</b>									<b>\$</b>	<b>76,753.11</b>	<b>\$</b>	<b>66,775.21</b>
											<b>Smartnet Total</b>	<b>\$ 366,212.75</b>



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	11/16/2020
<b>Clerk's File #</b>	OPR 2017-0863
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	2021 FUNDS

<b>Submitting Dept</b>	HUMAN RESOURCES
<b>Contact Name/Phone</b>	AMBER RICHARDS X6383
<b>Contact E-Mail</b>	ARICHARDS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5830 - EAP SERVICES

**Agenda Wording**

Extend contract with KEPRO ACQUISITIONS, INC. for the Employee Assistance Program (EAP) from 1/1/2021 -- 12/31/2022. Cost not to exceed \$2.25 per employee per month (\$54,000/year.)

**Summary (Background)**

The City of Spokane provides an Employee Assistance Program benefit to all full-time employees.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 54,000

Select \$

Select \$

Select \$

**Budget Account**

# 5830-78710-17310-54101-99999

#

#

#

**Approvals**

**Dept Head** RICHARDS, AMBER

**Division Director** RICHARDS, AMBER

**Finance** WALLACE, TONYA

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** Finance 11/16/20

**Council Sponsor** CM Mumm

**Distribution List**

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# Briefing Paper

## Finance & Administration Committee

<b>Division &amp; Department:</b>	Human Resources, Employee Benefits
<b>Subject:</b>	2021 KEPRO Contract (Employee Assistance Program)
<b>Date:</b>	October 21, 2020
<b>Contact (email &amp; phone):</b>	Amber Richards, <a href="mailto:arichards@spokanecity.org">arichards@spokanecity.org</a> 625-6383
<b>City Council Sponsor:</b>	CM Mumm
<b>Executive Sponsor:</b>	Amber Richards, Human Resources Director
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 03.01A.330 Human Resources, Section B: The department administers employee orientation; counseling and conflict resolution through the employee assistance program; safety, training and discipline programs; wage, salary and fringe benefits; employee benefits, unemployment and workers' compensation, continuous improvement, collective bargaining; recruitment of employees exempt from civil service; and a number of employee records.
<b>Strategic Initiative:</b>	21 <sup>st</sup> Century Workforce
<b>Deadline:</b>	December 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve the contract to continue providing KEPRO EAP services to City employees through 2022.
<b>Narrative:</b> The Human Resources Department, through Employee Benefits, is responsible for administering counseling and conflict resolution through the employee assistance program (EAP). KEPRO has been providing EAP services to the City of Spokane for twenty-nine (29) years.	
<b>Executive Summary:</b> EAP services have been an employer provided benefit to full-time City Employees since January 1, 1992. As a result of RFP #4377-17, KEPRO was awarded a three (3) year contract that includes two (2), one (1) year extension options. The current three (3) year EAP Contract (KEPRO) expires 12/31/20.  If we take advantage of renewing a two-year Agreement, based on the extension option, KEPRO has offered to extend our current fee arrangement @ \$2.25 PEPM (per employee per month). There is no reason to not take advantage of this fee "lock". Their service is outstanding as well as their provider access and responsiveness to our needs. Additionally, Employee Benefits is collaborating with KEPRO to launch a campaign reintroducing the Employee Assistance Program to COS Employees throughout 2021.	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input 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 RENEWAL**  
**Title: EMPLOYEE ASSISTANCE PROGRAM**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KEPRO ACQUISITIONS, INC.** ("KAI"), a Pennsylvania corporation, whose address is 777 East Park Drive, Harrisburg, Pennsylvania 17111 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein KAI agreed to administer the City's Employee Assistance Program; and*

*WHEREAS, the original Contract provided for two one (1) year renewals and in order to avoid an increase in the per employee amount and obtain the best deal for the City, this Renewal shall be for two (2) years.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 29, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

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

**3. COMPENSATION.**

The City shall pay KAI \$2.25 per employee per month, not to exceed **FIFTY FOUR THOUSAND AND 00/100 (\$54,000.00)** per year, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**KEPRO ACQUISITIONS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## Washington State Department of Revenue

## &lt; Business Lookup

**License Information:**[New search](#) [Back to results](#)**Entity name:** KEPRO ACQUISITIONS, INC.**Business name:** KEPRO ACQUISITIONS, INC**Entity type:** Profit Corporation**UBI #:** 604-020-799**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 777 E PARK DR  
HARRISBURG PA 17111-2754**Mailing address:** 777 E PARK DR  
HARRISBURG PA 17111-2754**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements he	License #	Count	Details	Status	Expirati	First issi
Spokane General Business - Non- Resident				Active	Jul-31-2	Jan-12-;

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

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

ALLEMAN, DANETTE A

BAJAJ, VIKRAM

HARRIS, MEGHAN

LEIGH, MELISSA

WEAVER, SUSAN

The Business Lookup information is  
updated nightly. Search date and time:  
10/19/2020 8:04:58 AM

Contact us





# Expenditure Control Form

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

**Today's Date:** 11/23/2020 **Type of expenditure:** Goods ☐ Services ☒

**Department:** Human Resources

**Approving Supervisor:** Amber Richards

**Amount of Proposed Expenditure:** \$45,000

**Funding Source:** Employees Benefits Fund 5830

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

**Why is this expenditure necessary now?**

This is a contract extension, starting 1/1/2021, for EAP Services for the City of Spokane Employees.

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

EAP services will be canceled.

**What alternative resources have been considered?**

N/A

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

**Person Submitting Form/Contact:** Robyn Kokot x6402

**FINANCE SIGNATURE:**

  
\_\_\_\_\_

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

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

12/14/2020

**Date Rec'd**

11/18/2020

**Clerk's File #**

OPR 2020-0647

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

HOUSING &amp; HUMAN SERVICES

**Cross Ref #****Contact Name/Phone**MARGARET 867-8539  
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

N/A

**Agenda Item Name**

1680 - COVID-19 DEPARTMENT OF COMMERCE ESG-CV AMENDMENT

**Agenda Wording**

CHHS is requesting permission to accept \$3,191,727 in Emergency Solutions Grant-Coronavirus (ESG-CV) funding from the Washington State Department of Commerce and approval to subaward funds to eligible organizations through the COVID-19 RFP.

**Summary (Background)**

The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. WA State's Department of Commerce awarded a second tranche of \$3,191,272 to the City through a formula to the Consolidated Homeless Grant lead agencies. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance. See attached briefing paper for further detail.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$ 3,191,727

# 1540-95591-XXXXX-XXXXX-XXXXX

Select \$

#

Select \$

#

Select \$

#

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

SIGLER, TIMOTHY

**Study Session\Other**

PS &amp; CH - 12/7/2020

**Division Director**

ALEXANDER, CUPID

**Council Sponsor****Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mrdavis@spokanecity.org

**Additional Approvals**

bschreiber@spokanecity.org

**Purchasing**

tdanzig@spokanecity.org

**GRANTS &  
CONTRACT MGMT**

BROWN, SKYLER

tsigler@spokanecity.org

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	COVID-19 Department of Commerce ESG Award Amendment
<b>Date:</b>	11/16/2020
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> 509.867.8539)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The award amendment was received on November 12, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$3,191,727 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding from the Washington State Department of Commerce to respond to the COVID-19 outbreak and to subgrant these funds to homeless service providers selected in the CHHS COVID-19 Emergency Housing RFP process.
<p><b>Background/History:</b> The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS is aware of four awards being made to the City from ESG-CV Funds. The City has received two awards directly from HUD in the amounts of \$991,359 and \$3,362,228. Washington State's Department of Commerce awarded \$272,216 to the City through a formula to the Consolidated Homeless Grant lead agencies and is now awarding a second tranche of \$3,191,272. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.</p>	
<p><b>Executive Summary:</b></p> <p>Given the immediate needs faced by our communities, the Department of Commerce announced the funds are subject to the following flexibilities and conditions provided by the CARES Act:</p> <ul style="list-style-type: none"> <li>• The funds are not subject to the 60% spending cap on emergency shelter and outreach;</li> <li>• The funds are exempt from typical ESG match requirements;</li> <li>• Federal habitability and environmental review standards and requirements do not apply to temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.</li> </ul> <p>The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed.</p> <p>An SBO will be submitted for these ESG-CV funds to be added to the Department budget.</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: HUD</p> <p>Other budget impacts: N/A</p>	

Operations Impact:

Consistent with current operations/policy?

☒ Yes

☐ No

Requires change in current operations/policy?

☒ Yes

☐ No

Specify changes required: None.

Known challenges/barriers: None.

**Amendment****Contract Number: 20-4613C-125****Amendment: A**

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant – COVID 19**

<b>1. Grantee</b> Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Contractor Doing Business As (optional)</b>  N/A	
<b>3. Grantee Representative</b>  Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b>  Kim Murillo Grant Manager (360) 725-2763  kim.murillo@commerce.wa.gov  1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$272,217	<b>6. Amendment Amount</b>  \$3,191,727	<b>7. New Grant Amount</b>  \$3,463,944	
<b>8. Amendment Funding Source</b> Federal: X State: Other: N/A:		<b>9. Amendment Start Date</b> October 1, 2020	<b>10. Amendment End Date</b> September 30, 2022
<b>11. Federal Funds (as applicable):</b> \$3,463,944	<b>Federal Agency:</b> HUD	<b>CFDA Number:</b> 14.231	
<b>12. Amendment Purpose:</b> Adds additional ESG-CV funds, extends contract end date, and revises Scope of Work to include youth and young adult performance measurement requirement, and spend down requirements.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name and Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  _____ Sandra Adix Assistant Attorney General  _____ 3/20/2014 Date	

## **Amendment**

This Grant is **amended** as follows:

**Attachment A**

### **Scope of Work**

Scope of Work is revised to include the following:

- At least 10% of households served with ESG-CV funds must be unaccompanied youth and young adults, through age 24. Grantees who are unable to meet this requirement will receive technical assistance and support.
- Grantees must spend ESG-CV funds within the following deadlines:
  - At least 20% of total award must be expended by September 30, 2021.
  - At least 80% of total award must be expended by March 31, 2022.
  - All funds must be expended by September 30, 2022.

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

## Amendment

## Attachment B

### Budget

Budget Categories	Original Grant Amount	Amendment A	New Total
	<b>\$272,217</b>	<b>\$ 3,191,727</b>	<b>\$3,463,944</b>
Admin (7% max)	\$ 19,055	\$ 223,420	\$ 242,475
HMIS			\$ -
Outreach			\$ -
Shelter Case Management		\$ 1,959,082	\$ 1,959,082
Shelter Operations	\$ 253,162	\$ 1,009,225	\$ 1,262,387
Rapid Rehousing Case Management			\$ -
Rapid Rehousing Rental Assistance			\$ -
Rapid Rehousing Other Financial Assistance			\$ -
Prevention Case Management			\$ -
Prevention Rental Assistance			\$ -
Prevention Other Financial Assistance			\$ -
<b>Total</b>	<b>\$ 272,217</b>	<b>\$ 3,191,727</b>	<b>\$ 3,463,944</b>

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

12/14/2020

**Date Rec'd**

11/24/2020

**Clerk's File #**

OPR 2020-0889

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

HISTORIC PRESERVATION

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

MEGAN DUVALL 625-6543

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

MDUVALL@SPOKANECITY.ORG

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

Contract Item

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

0470-MARY FRANCES APT NOMINATION TO THE SPOKANE REGISTER OF HISTORIC PLACES

**Agenda Wording**

Recommendation to list the Mary Frances Apartments, 1907-1909 W 7th Avenue, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Mary Frances Apartment Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other****Division Director**

BECKER, KRIS

**Council Sponsor****Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

mduvall@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

**Additional Approvals**

sbishop@spokanecity.org

**Purchasing**

**Findings of Fact and Decision for Council Review**  
**Nomination to the Spokane Register of Historic Places**  
**Mary Frances Apartments – 1907-1909 W 7th Avenue**

**FINDINGS OF FACT**

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
  - Originally built in 1910, the Mary Frances Apartments meets the age criteria for listing on the Spokane Register of Historic Places.
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**
  - The Mary Frances Apartments is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance as a fine example of a small apartment building designed in the Craftsman style with Tudor Revival influence.
  - The property's period of significance is 1910, the year the apartment building was constructed.
  - The building retains excellent historic integrity and is in very good condition after 110 years of use.
- 3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*
  - The Mary Frances Apartments retain excellent architectural integrity in original location, design, materials, workmanship, and association. The building has had very few changes to the exterior or interior throughout its history.
- 4. Once listed, this property will be eligible to apply for incentives, including:**  
Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

**RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Mary Frances Apartments according to the appropriate criteria at a public hearing on 11/18/20 and recommends that the Mary Frances Apartments be listed on the Spokane Register of Historic Places.

After Recording Return to:  
City of Spokane Clerk  
808 W Spokane Falls Blvd  
Spokane, WA 99201

***NOTICE OF MANAGEMENT AGREEMENT***

*NOTICE IS HEREBY GIVEN that the property legally described as:*

CANNONS ADD PT OF L1-2-3 B49 N57FT OF L1&2 INC VAC STP NOF&ADJ ALSO BEG AT  
A PT ON WL OF L2 40FT N OF SWCOR TH N20FT E20FT TH SWLY TO POB E1/2 OF L3 EXC  
S18FT OF E12FT ALSOVA C STP 25FT WD N OF&ADJ E1/2 OF L3

*Parcel Number(s) 25244.4601, is governed by a Management Agreement between the City of Spokane and the Owner(s), Carol Sue Hindley, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.*

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_  
*Dated:* \_\_\_\_\_

\_\_\_\_\_  
*Dated:* \_\_\_\_\_

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **18th** day of **November 2020**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Carol Sue Hindley** (hereinafter "Owner(s)"), the owner of the property located at **1907 West 7th Avenue** commonly known as the **Mary Frances Apartments** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
Nadine Woodward

**ATTEST:**

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

**Approved as to form:**

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

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

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

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

## **Attachment A**

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired

## *Spokane Register of Historic Places Nomination*

*Spokane City/County Historic Preservation Office, City Hall, 3<sup>rd</sup> Floor  
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

### **1. HISTORIC NAME**

Historic Name **MARY FRANCES APARTMENTS**  
Common Name Mary Frances Apartments

### **2. LOCATION**

Street & Number 1907-1909 West 7th Avenue  
City, State, Zip Code Spokane, WA 99204  
Parcel Number 25244.4601

### **3. CLASSIFICATION**

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> religious
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment	<input checked="" type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
<b>Site</b>	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other
<input type="checkbox"/> moved				

### **4. OWNER OF PROPERTY**

Name Carol Sue Hindley  
Street & Number 1495 San Pasqual Street  
City, State, Zip Code Pasadena, CA 91106  
Telephone Number/E-mail 714-686-8608, silkroute91106@gmail.com

### **5. LOCATION OF LEGAL DESCRIPTION**

Courthouse, Registry of Deeds Spokane County Courthouse  
Street Number 1116 West Broadway  
City, State, Zip Code Spokane, WA 99201  
County Spokane

### **6. REPRESENTATION OF EXISTING SURVEYS**

Title City of Spokane Historic Landmarks Survey  
Date Federal \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Local \_\_\_\_\_  
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS**

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**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

**Check One**

☐ unaltered

☒ altered

**Check One**

☒ original site

☐ moved & date

**8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE**

*(continuation sheets attached)*

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

*Bibliography is found on one or more continuation sheets.*

**10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.**

*Items are found on one or more continuation sheets.*

**11. GEOGRAPHICAL DATA**

Acreage of Property

Less than one acre.

Verbal Boundary Description

Cannon's Addition, part of Lots 1-2-3, Block 49 (Spokane County Tax Assessor records).

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

**12. FORM PREPARED BY**

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27<sup>th</sup> Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

[lindayeomans@comcast.net](mailto:lindayeomans@comcast.net)

Date Final Nomination Heard

November 18, 2020

**Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS**

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**13. SIGNATURE(S) OF OWNER(S)**

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**14. FOR OFFICIAL USE ONLY**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

City Council/Board of County Commissioners' decision: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**

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**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor—City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Date**

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney



*Mary Frances Apartments in 2020*

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## **SECTION 7: DESCRIPTION OF PROPERTY**

### ***Summary Statement***

Built in 1910, the Mary Frances Apartments is located at 1907-1909 West 7th Avenue in Spokane, Washington. The apartment building is a fine example of the Craftsman style with influence from the Tudor Revival tradition. The property has a low-to-medium pitched gable-end roof with widely overhanging eaves and exposed rafter tails, a very low-pitched center shed dormer on the roof's north façade, an exposed foundation of basalt rubble mix, a brick-clad first floor, and a false half-timbered/pebbled stucco infill second floor. The building is comprised of four identical apartment units—two on the first floor and two on the second floor. Each apartment unit has a north-facing front door with a covered front porch, and is finished with a living/dining room, bedroom, kitchen, a wood-burning fireplace, and built-in buffets/cabinets/cupboards. After more than a century of use, the Mary Frances Apartments is in particularly fine condition with a high degree of architectural integrity in original location, design, materials, workmanship, and association. The entire property (apartment building/garages/retaining wall) is individually eligible for listing on the Spokane Register of Historic Places.

### ***CURRENT APPEARANCE & CONDITION***

#### ***Site***

The Mary Frances Apartments is sited on the south side of West 7th Avenue between Elm and Cannon Streets on portions of Lots 1-2-3, Block 49, Cannon's Addition in the

southwest quadrant of Spokane's lower South Hill.<sup>1</sup> The site is irregular and measures approximately 75 feet deep at its eastern border along Elm Street, 142 feet deep at its western border, and about 120 feet wide at its northern border along 7th Avenue. A portion of the property's Lots 1-2-3 was cut into a steep north-facing hillside that runs south uphill from 7th Avenue. An area was cleared in the center of Lot 2, and the Mary Frances Apartments was erected in 1910. A high basalt rock retaining wall was constructed along and over an earthen wall made from the cutout hill behind the apartment building. A series of four adjoining brick and frame single-car garages were built into the hillside next west of the retaining wall on Lots 2-3. Lot 1, adjacent next east of Lot 2, is located on the southwest corner of Elm Street and 7th Avenue, and is maintained as manicured grounds with lawn and mature trees east of the apartment building. The Mary Frances Apartments is surrounded by multi-story apartment buildings east and west of the property along 7th Avenue. The apartment buildings on either side of the Mary Frances Apartments were built in the 1940s-1990s, replacing a combination of historic apartment blocks and single-family homes. Today in 2020, another large apartment complex is under construction on 7th Avenue one block west of the Mary Frances Apartments. In contrast, the north side of 7th Avenue is comprised of historic single-family homes built from 1900 to 1945.

### ***Exterior***

The Mary Frances Apartments measures 48 feet wide and 36 feet deep.<sup>2</sup> The building is two stories high with a full basement and is covered with a low-to-medium-pitched side gable roof. The roof has widely overhanging eaves with exposed rafter tails on all four roof edges, and is covered with composition shingles. Considered a Craftsman-style focal point of the building's north façade, a nearly flat shed dormer is positioned in the center of the principal roof, and is articulated with very wide overhanging eaves and exposed rafter tails that match those featured on the principal roof. Two small and wide narrow windows are located on either side of center on the dormer's north façade.

The apartment building features a basalt rubble mix foundation. The first floor is clad in red brick laid with black mortar while the second floor is clad with false half-timbering and pebbled stucco infill. A centered front pedestrian door has a wood-paneled lower half, and an upper half with 2/2 multi-paned windows. The central front door opens to an interior stairwell that rises to the second floor. Matching wood doors to the two first-floor units flank the central door to the east and west. The east front door opens to Apartment A at the first floor, and the west front door opens to Apartment B. The building is symmetrical with large 10/1 multi-paned windows between each of the apartment unit doors and the respective corners, and 6/1 windows aligned between the central front door and each unit door. Two identical full-height covered front porches cover the east and west front doors at the first floor. Concrete porch floors are located in front of the east and west front doors on the first floor, and concrete steps rise from grade to each porch. Cheek walls made of basalt flank the porch steps. Flat concrete caps protect the porch walls. A group of three square wood posts are anchored to porch walls

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<sup>1</sup> Spokane County Tax Assessor public records. Spokane County Courthouse, Spokane, WA.

<sup>2</sup> Ibid.

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**MARY FRANCES APARTMENTS**

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on each of the outside corners of the east and the west front porches. The wood posts support flat roofs/decks on the east porch and on the west porch. The flat roofs are strengthened by horizontal beams with corbelled tails that support the porch decks. Similar to Japanese-inspired screen designs, geometric wood lattice balusters surround and protect the east and west porch decks. Very low-pitched widely overhanging shed roofs with exposed rafter tails cover and shade the second-story porch decks. The roofs are supported by large knee-brace brackets with corbelled ends. Second-story exterior apartment doors open to the two covered porch balconies. Apartments C and D on the second floor are reached from the interior central staircase. A small shed roof supported by knee-brace brackets above the center front door to the interior staircase protects a small concrete porch stoop and steps at grade.



*North façade and east end of the Mary Frances Apartments in 2020*

The east and west ends of the building feature a gable peak roof. The roof has wide overhanging eaves with exposed rafter tails, and is embellished with exaggerated corner returns. A red brick and black mortar chimney rises on the east and west ends of the building through the gable peak above the roof. The east end of the building features a multi-paned French door south of the chimney on the first floor. A multi-paned window

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is located above the door on the second floor. Another multi-paned window is located north of the chimney on the first floor, and an identical window is located north of the chimney on the second floor. Four wood sash windows are located on the west end of the building. The east and west ends of the building feature basalt rubble mix foundation walls, brick-clad walls at the first floor, and a continuation of wood false half-timbering and pebbled stucco infill at the second floor. Gable peaks in the east and west ends of the building are clad in square-cut wood shingles.

The rear of the building faces south onto a high basalt retaining wall. A small driveway is located between the retaining wall and the south rear face of the building. The rear face of the building features two identical full-height square bays that project out 10 feet from the planar wall surface of the building. Each bay is clad with a continuation of the red brick used at the first floor, and false half-timbering with stucco infill at the second floor. Original windows are located on the first floor and the second floor. Exterior metal pedestrian doors open from the two bays at grade. The building's windows are original wood sash.



*A 2020 photo of the east end of the apartment building and the basalt retaining wall behind the building*

### ***Interior***

The first and second floors of the Mary Frances Apartments hold a total of four apartments—two on the first floor (Apartments A and B with post office addresses of 1907 W. 7th Avenue and 1909 W. 7th Avenue respectively), and two on the second floor (Apartments C and D with post office addresses as 1907 ½ W. 7th Avenue and 1909 ½

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W. 7th Avenue respectively.) The interior of the Mary Frances Apartments has 1,665 finished square feet on the first floor, and 1,665 finished square feet on the second floor. The basement is bare and unfinished with 1,665 unfinished square feet.<sup>3</sup> The basement was constructed with concrete walls, a concrete floor, and wood ceiling rafters. The apartments on the first and second floors are finished with hard-rock maple floors, porcelain tiled kitchen and bathroom floors, and a combination of walls and ceilings made of painted lathe-and-plaster and painted drywall.<sup>4</sup> Nearly all of the four apartments retain their original casework. Examples include floor trim, window/door trim, built in fireplaces with mantels, original interior doors, original built-in buffet/hutch furniture, and original built-in kitchen and pantry cabinets/cupboards/shelving. An original white porcelain-covered kitchen sink with a combination basin/drain board is preserved in one apartment. Interior modifications include replaced light fixtures, plumbing, kitchen sinks, and bathtubs/toilets. At least two original corner bathroom wash basins continue to be used.



*Typical original built-in buffet/hutch in all four apartments*

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<sup>3</sup> Spokane County Tax Assessor public records. Spokane County Courthouse, Spokane, WA.

<sup>4</sup> Ibid.

### ***Garages***

Built into the steep hillside behind the apartment building in the southwest corner are four attached single-car garages erected in 1933 for \$100.<sup>5</sup> The flat driveway that separates the retaining wall and garages from the rear face of the apartment building runs in an east-west direction, and is covered with basalt gravel and flagstone. The driveway turns and leads north from the garage openings down a short hill to West 7th Avenue. Each garage is made of a combination of concrete, brick, and frame construction. The garage floors are dirt. The garage complex is covered with a low-pitched metal shed roof. No garage doors exist.<sup>6</sup>



*Rear property retaining wall and garages*

### ***Rock Retaining Wall***

The rock retaining wall at the rear of the Mary Frances Apartments was constructed in 1909-1910 when the apartment building was erected. The wall is more than six feet high at its highest point and about 20 feet wide as it traverses the south side of the graveled/flagstone driveway located between the apartment building and the walled hillside. The rock retaining wall was originally constructed as dry stack basalt but over the years has been repaired with concrete mortar. The wall was built to help retain the steep hillside on Lots 2-3 behind the building.

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<sup>5</sup> Spokane Building Permits.

<sup>6</sup> In the above-referenced photograph, the white metal building to the right of the garages is not part of the Mary Frances Apartments but is located on the adjacent property to the west.

***ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS***

No historic photographs of the property were found but it is surmised that a Spokane County Tax Assessor photograph from circa 1959-1960 may exist in files kept at the Eastern Washington State Regional Archives in Cheney, Washington. The closed archive facility will open after the current Covid-19 pandemic has passed.

Displaying excellent architectural integrity, the apartment building with its basalt retaining wall, garages, and grounds is in very good condition and reflects original location and historic 1910 building designs, materials, and workmanship. The apartment building retains its original front doors, windows, porch designs/materials, brick cladding, false half-timbering/pebbled stucco infill, basalt foundation wall, hard rock maple floors, built-in buffet/hutch combinations with original hardware, wood-burning fireplaces, interior doors and trim, interior casework, and original interior floor plans.

Modifications listed on various Spokane County building permits include electrical and plumbing repairs in 1922, 1924, 1931, 1936, 1940s, and 1950s. The building has been rehabilitated and repaired over the years with necessary repainting, plumbing, HVAC, and electrical repairs. The roof was replaced in the last 15 years. In addition, the basalt rock retaining wall behind the apartment building has been extensively repaired and strengthened.

## ***SECTION 8: STATEMENT OF SIGNIFICANCE***

<b><i>Areas of Significance</i></b>	<b><i>Architecture</i></b>
<b><i>Period of Significance</i></b>	<b><i>1910</i></b>
<b><i>Built Date</i></b>	<b><i>1910</i></b>
<b><i>Architect/Builder</i></b>	<b><i>Charles A. Brigham</i></b>

### ***Summary Statement***

The Mary Frances Apartments is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance as a fine example of a small apartment building designed in the Craftsman style with Tudor Revival influence. The property's period of significance is 1910, the year the apartment building was constructed. The building retains excellent historic integrity and is in very good condition after 110 years of use. The property was erected in the southwest quadrant of the city on the lower South Hill in Cannon's Addition where a combination of many architecturally significant apartment buildings and single-family homes were built. Building contractor Charles A. Brigham constructed the Mary Frances Apartments for \$7,000.

## ***HISTORIC CONTEXT***

### ***Spokane Apartment Houses***

When Cannon's Addition was platted in 1883, it was a large expanse of undeveloped land located a mile west of the center of Spokane's downtown merchant and business district. The topography was uneven as the land climbed south and uphill from the Spokane River and the Northern Pacific Railroad tracks. Anthony Cannon and J. J. Browne, two prosperous developers and ambitious civic-minded men, purchased the land, and split it in half with the north half from West 3rd Avenue owned by Browne, and the south half from West 3rd Avenue owned by Cannon. The north half was known as Browne's Addition while the south half of the land was called Cannon's Addition. Architecturally prominent homes were built in Browne's Addition for some of Spokane's most wealthy, admired, and successful families. As land in Browne's Addition was quickly purchased, architects and builders turned south to Cannon's Addition. They designed and erected mansions and architecturally prominent homes in Cannon's Addition from West Third Avenue uphill to about West 14th Avenue. A cluster of particularly beautiful and architecturally significant homes were celebrated and preserved when the West Ninth Avenue National Register Historic District was formed and listed on the National Register of Historic Places in Washington DC. A neighborhood landmark, the historic district is located just two blocks south from the Mary Frances Apartments.

On June 27, 1909, the *Spokesman-Review* featured a half-page article with photographs of 19 apartment blocks that were built and being built in Spokane in 1909. The article described the 1909 apartment building boom in Spokane:

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**MARY FRANCES APARTMENTS**

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*More apartment houses are now being built in Spokane than during any other year. There are now 22 flats under construction or just completed. The flats show a noticeable improvement over most of those built in former years, and a few are being built beyond walking distance [from downtown Spokane], which has not been done before. In older cities the "flats" district follows closely the advance of the best residence district even if it is several miles from the business center, but until this year no Spokane apartment houses have been erected beyond walking distance from the [downtown] retail district.<sup>7</sup>*

As an example of this early 20th century multi-family housing development trend, the Mary Frances Apartments was built on a site that was *not* within convenient walking distance to Spokane's central business district and retail core. The property was part of the apartment building boom when it was erected the following year in 1910.

***Mary Frances Apartments***

The Mary Frances Apartments was built on West 7th Avenue, a street usually regarded as the most northern boundary in the southwest quadrant of the city's residential neighborhoods on Spokane's South Hill. The city's southwest quadrant includes residential neighborhoods of single-family homes and apartment buildings from West 7th Avenue uphill and south to West 14th Avenue, and with more single-family homes from 14th Avenue south to 29th Avenue. The strategic location of the Mary Frances Apartments benefits the apartment property with its site in the vicinity of the coveted surrounding residential neighborhoods on Spokane's South Hill.<sup>8</sup>

In 1910, building contractor Charles A. Brigham applied for permission to connect to Spokane city water and to obtain a sewer permit. He was awarded the permits and constructed the Mary Frances Apartments at 1907-1909 West 7th Avenue on Spokane's lower South Hill. The two-story apartment house was small with just four apartments—two on the first floor and two on the second floor. The building was built on a steep south slope that was cut back to an earthen wall and reinforced with a basalt retaining wall. The cutout area at grade was leveled and the building was erected. The front of the apartment building faced north along West 7th Avenue while the rear of the building faced a graveled flagstone driveway and the high basalt retaining wall.

***Charles Dawson & Margaret Desmond Dawson***

When Charles H. Dawson moved to Spokane in the 1890s, he was "one of the best known men" in the city.<sup>9</sup> He worked as a printer and as an advertisement agent for the *Spokane Daily Chronicle* newspaper. By 1900, Dawson owned a partnership with Edward L. Tate, and together they ran Tate & Dawson Company in the Hyde Block in downtown Spokane. They specialized in the stock brokerage business, and in mines and mining operations. Dawson was one of the leaders in the development of the Republic

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<sup>7</sup> *Spokesman-Review*, 27 June 1909, pt 4, p 1.

<sup>8</sup> Real estate has shown to hold its value in the southwest quadrant of Spokane's South Hill neighborhoods.

<sup>9</sup> *The Spokane Press*, 29 May 1906.

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and Rossland mining booms in Canada, and was heavily invested in the Jumbo Mine in British Columbia and in various Nevada mines. Dawson also invested in Spokane real estate, including the city's grand Auditorium Theater. A popular individual, Dawson was "well-known in Spokane" and "had a large circle of friends."<sup>10</sup>

On May 15, 1906, Charles Dawson and his fiancée, Margaret Desmond, traveled from Spokane to Los Angeles and were married. Margaret, a trained nurse in Spokane, was 30 years old and Dawson was 39. Sadly, a very short thirteen days after they were married, Charles Dawson died suddenly of heart failure in Los Angeles.<sup>11</sup>

Margaret Desmond Dawson, widow of Charles Dawson, returned to Spokane. In 1912, two years after construction of the Mary Frances Apartments was completed, Margaret purchased the property for \$10,000 cash from Charles Brigham, the building contractor who bought the land and erected the apartments. At that time, Brigham was residing in the Mary Frances Apartments in Apartment B at 1909 W. 7th Avenue.

After the sale was finalized in 1912, Margaret Dawson moved into Apartment C on the second floor at 1709 ½ W. 7th Avenue. She listed herself as the widow of Charles H. Dawson, and resided in the apartment until 1916. After that year, she was no longer listed as Margaret Desmond Dawson in Spokane city directories or telephone books. Margaret Dawson may have remarried and remained in Spokane, or she moved away from Spokane. Trained and employed in Spokane as a nurse, Margaret Dawson may have been called to military service as the United States prepared for World War I (1917-1919).

***Subsequent Property Owners***

By 1922, a Spokane agency owned and operated by William McCrae and Walter G. Merriweather leased the Mary Frances Apartments. McCrae & Merriweather specialized in real estate, insurance, loans, surety bonds, rentals, and safe deposit vaults. They also managed the Washington Safe Deposit & Investment Company. The following advertisements to rent the apartments appeared in Spokane newspapers.

***MARY FRANCES APARTMENT DESIRABLE***

*Four-room apartment, hardwood floors, fireplace, basement,  
ideal for couple, no children, available March 1, 1926.*

***MARY FRANCES APARTMENTS***

*West 1907-7th*

*Four-room apartment, bath, fireplace, hardwood floors,  
excellent condition, all outside doors, brick building, adults, August 1926.*

***MARY FRANCES BRICK APARTMENT***

*Four rooms, clean, hardwood floors, fireplace, first-floor gas range, December 1929.*

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<sup>10</sup> *Spokane Daily Chronicle*, 29 May 1906.

<sup>11</sup> *Spokane Daily Chronicle* and *The Spokane Press*, 29 May 1906.

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**MARY FRANCES APARTMENTS**

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In 1925, John & Nellie Webster were resident managers of the Mary Frances Apartments and lived in Apartment A with their son, John Junior. John Webster worked at the City of Spokane Crematory while John Jr. worked elsewhere in the city as an appraiser.

By 1930 at the beginning of America's Great Depression, all four units in the Mary Frances Apartments were occupied. J. W. Morrow, a salesman for the Magius Tire Company in Spokane, and his wife Emma, leased Apartment A. USA Air Force serviceman Luther Pace and his wife Rose rented Apartment C on the second floor. Apartment B on the first floor was rented by accountant John Georgeson and his wife Mabel. Second-floor apartment D was leased by Pearl & Loren Haynes, manager of the Cupples Company (human resources) in downtown Spokane.

From the 1930s to the 1950s, the Mary Frances Apartments weathered the county's financial depression and World War II with only a few vacancies. From 1950 through the 1990s, the apartment suites continued to be leased by different people at different times who reported a variety of professional and non-professional employment. Apartment renters included a supervisor with the City of Spokane Asphalt, a manager for auto accessories from Bowes Seal Fast Company, a supervisor at the Spokane Department of Public Works, gas station clerks and salesmen at several filling stations, a claims adjuster for the Traveler's Insurance Company, several servicemen stationed at Fairchild Air Force Base, an engineer, a manager for Armour Meats, a Sonneberg Grocery Market manager, a media and development director for the Pacific National Advertising Agency, a waitress at the Dessert Hotel, Spokane Public School teachers, accountants, an elevator operator in the American Legion Building, a reporter for the *Spokesman-Review* newspaper, a dentist (Dr. Leithe) with offices in the Paulsen Medical & Dental Building, an "electrical worker", a salesman for the Crescent Department Store, a saleswoman for Laneontes Clothing in downtown Spokane, an XRAY technician, several students, and at least three retired widows.

In 1982, Frances Jean Heckman (nee Combs) bought the property, and conveyed it in 2011 to her daughter, Carol Sue Hindley, who in 2017 received a clear and registered title to the property. Carol Hindley, a retired dental hygienist, continues to own the property in 2020.

## ***ARCHITECTURAL SIGNIFICANCE***

### ***Category C***

#### ***Craftsman Style and Tudor Revival-style Influence***

The Mary Frances Apartments is architecturally significant as a fine example of the Craftsman style integrated with Tudor Revival influence. Popular from 1900 to 1930, the Craftsman style began in America in Pasadena, California when the Greene Brothers Architects starting building homes with new ideas, designs, and a back-to-nature emphasis. They espoused a variety of usual and unusual materials in different ways. For example, rather than using smooth stucco, pebbles were mixed with stucco for a rough "organic" texture. Bricks were manufactured with a kaleidoscope of colors, textures,

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**MARY FRANCES APARTMENTS**

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sizes, and weights to promote an “organic” back-to-nature feel and look. To achieve a more aged and organic appearance, mortar was often tinted black.

Craftsman-style characteristics include:

- 1900-1930 popular building period
- low-pitched roofs with gable ends and/or front gables
- partial or full-width low-pitched covered front porches at the first floor
- widely overhanging eaves that were meant to shade and protect exterior walls
- unenclosed roof eaves
- exposed rafter tails and purloins
- knee-brace brackets
- corbelled and tailed bracket ends and friezes
- wide bargeboards (verge boards)
- shed dormers with very low-pitched roofs or nearly flat roofs
- roof cladding made of irregular materials such as wood shingles or shakes or tile or slate
- deep horizontal stringcourses that break up planar wall surface into horizontal bands
- several siding/cladding materials used in two or three or more horizontal bands
- 1/1 or multi-paned double-hung sash, casement and/or stationary windows
- tripartite windows
- battered (flared) foundation walls to help make the dwelling appear to organically grow or swell from the earth
- materials/designs made of natural ingredients—thrice fired clinker brick, pebbled stucco, rough wall shingles, stone, cobbles, various clay brick designs, black wrought ironware, brass, beveled glass, stained glass, muntins and mullions made of wood, lead or zinc, generous square-cut woodwork and trim, built-in furniture (kitchen cupboards/cabinets, closets, desks, bookcases, buffet/hutch, mantels, thick square pillars and posts, telephone niches, Murphy bed); rock foundation walls; earth-toned colors; covered porches (full-width or partial-width); porch walls wood or stone or brick; balusters and balustrades in square-cut wood or metal; newel posts that embark flowers, leaves, pine cones, acorns from nature; and hardwood floors

The Mary Frances Apartments displays many Craftsman characteristics at the exterior of the building, including a low-pitched side-gable roof; widely overhanging eaves on the principal roof and the gable end roof; exposed rafter tails at roof eaves; full-height front porches; very low-pitched shed roofs over the full-height porches; square-cut porch pillars; basalt porch walls; Japanese-inspired wood lattice-work balusters around the front porches; and three exterior horizontal bands with different designs and materials (basalt foundation wall, red brick cladding at the first floor, wood false half-timbering with pebbled stucco infill at the second floor).

Interior Craftsman-style characteristics include open floor plans for the living and dining rooms, built-in hutch/buffets, built-in wood-burning fireplaces, kitchens with small pantries, generous 3 and 4-inch deep square-cut wood door/window/floor molding, and five-paneled interior doors (closet, bedroom, bathroom, etc).

Tudor Revival-style influence is seen in the cladding for the second floor as wood false half-timbering with pebbled stucco infill—prevalent on British homes and townhouses (example: Chester, England with hundreds of building facades of time-blackened timbers and “wattle and daub” infill). Tudor Revival-style elements and materials were often used with Craftsman architecture and design to help produce the illusion of handmade craftsmanship.

***Builder & Architect Charles A. Brigham***

On May 7, 1910, the *Spokane Daily Chronicle* newspaper announced the following:

***WORKMEN BUSY ON NEW HOUSES***

*Work has been started on the construction of a 16-room apartment house at the corner of Seventh and Elm Street that when completed will cost nearly \$7,000. The owner and builder is Charles A. Brigham, who is also an architect.<sup>12</sup> All of the lumber and millwork is being supplied by the West Side Lumber & Manufacturing Company.<sup>13</sup>*

Two years later in 1912, Margaret Desmond Dawson, the widow of Charles H. Dawson, a well-known Spokane mining man and real estate investor, purchased the Mary Frances Apartments. A May 25, 1912 *Spokane Spokesman-Review* newspaper described the transaction and property:

***PAYS \$10,000 CASH FOR APARTMENTS***

***Mrs. Margaret Dawson, New Arrival, Buys Southwest Corner Seventh and Elm  
STRUCTURE 2-STORY BRICK***

***Rental Value \$125 a Month***

***C. A. Brigham Former Owner—Deal One of the Best This Week***

*One of the large cash transactions of the week was consummated yesterday in the purchase by Mrs. Margaret Dawson of the apartment house at the southwest corner of Seventh Avenue and Elm Street for \$10,000 cash from C. A. Brigham. The deal was handled through Arthur D. Jones & Co.*

*The building is a brick structure two stories high, and occupies a lot 62 feet by 100 feet. The house has six [sic - the building only has 4 units] apartments and is strictly modern in every respect. Mrs. Dawson, who is a recent arrival in the city, purchased the flat as an investment. The house is well-located and has a rental value [per apartment] of \$125 a month.*

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<sup>12</sup> *Spokane Daily Chronicle*, 7 May 1910.

<sup>13</sup> Ibid.

**Spokane City/County Register of Historic Places Nomination**  
**MARY FRANCES APARTMENTS**

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*Each of the flats is equipped with a fireplace, and the apartment house is regarded as one of the most desirable of the smaller apartment houses of the city. The fact that payment was made in cash is taken as a favorable omen of returning confidence in the future of Spokane real estate.<sup>14</sup>*

When Brigham built the Mary Frances Apartments in 1910, he listed himself in the alphabetical section of Spokane city directories and in the above-referenced May 7, 1910 *Spokane Daily Chronicle* newspaper article as both a builder and an architect working in Spokane. However, he is *not* listed in the classified sections of city directories under “architects” nor is he listed at any time with the State of Washington’s list of professional registered architects. The Department of Archaeology & Historic Preservation in Olympia, Washington explained that many builders called themselves building contractors and architects during the first 25 years of the 20th century before official Washington State registration of professional architects began.

Whether he was a professional architect or not, Charles Brigham did construct a charming, well-built apartment house called the Mary Frances Apartments in 1910. According to building permits and city directory listings, Brigham lived and worked in Spokane during 1909, 1910, 1911, and 1912. He then disappeared from the Spokane area after he sold the apartment building and property in 1912.

***Compare and Contrast***

The 1910-built Mary Frances Apartments can be compared to at least two apartment houses erected in Spokane in 1909 and in 1911 when a popular building boom for the construction of apartment buildings *away* from the city’s downtown center became popular. The Spokane Sash & Door Company Flats Apartments was erected in 1909 at 1302-1312 W. Broadway Avenue, and is sited about a mile northwest of the Spokane’s downtown center. Similar to the Spokane Sash & Door Apartments, the Mary Frances Apartments is also located one mile away from Spokane’s downtown center, although in a southwest direction. Another apartment complex that is sited a mile from downtown Spokane is the 1911-built Cedars Apartments at 508 S. Cedar Street, which is located a few blocks northeast of the Mary Frances Apartments.

While the Mary Frances Apartments is small with only four apartment suites, the Spokane Sash & Door Company Apartments and the Cedars Apartments are much larger and contain multiple apartment suites (the Spokane Sash & Door Company Apartments has 17 apartment units and the Cedars Apartments has 15 suites). All three buildings have two stories with basalt foundations. Although the Mary Frances Apartments reflects the Craftsman style, the Spokane Sash & Door Company Apartments and the Cedars Apartments are both excellent examples of the Tudor Revival style. The second floor of the Mary Frances Apartments is clad with strong influence from the Tudor Revival style,

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<sup>14</sup> *Spokesman-Review*, 25 May 1912

**Spokane City/County Register of Historic Places Nomination**  
**MARY FRANCES APARTMENTS**

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and all three apartment buildings feature half-timbering and stucco infill as building focal points.

All three apartment buildings are clad with brick. The Cedars Apartments and the Spokane Sash & Door Company Apartments reveal multi-fired clinker brick while the Mary Frances Apartments is clad with plain red brick. All three apartments retain original double-hung, multi-paned wood-sash windows and many original wood front doors. All three apartments have outside entrances. All three apartments have covered porches. All three apartments have similar interior designs and finishes, including hardwood floors, built-ins, plain oversized woodwork, and open floor plans. The Mary Frances Apartments and the Spokane Sash & Door Apartments feature fireplaces.

Although the Mary Frances Apartments is considerably smaller with only four suites, all three apartment buildings were designed and constructed to be luxury apartments located away from Spokane's city center where the majority of apartment buildings were built as multi-storied brick buildings with multiple single rooms. The buildings being constructed downtown were called single-room occupancy hotels (SROs) with multiple one-room apartment units the size of individual bedrooms. Bathrooms were communal and located "down the hall" on each floor, and private kitchens were not available. Some buildings offered restaurants or cafes open to the public at street level. Living rooms were offered in SROs as large lobbies for all the building's tenants. The Mary Frances Apartments was a departure from the SRO building type offering apartments that were more "home-like" and contained all services within the unit such as a kitchen and bathroom.

***Apartment Name***

The original of the name given to the Mary Frances Apartments is a mystery. The property first appeared in the 1911 Spokane city directory. No name for the apartment was listed. Many apartment buildings at that time were referred to by their street addresses, and had no formal names. The Mary Frances Apartments may have been called the 7th Avenue Apartments.

The earliest the building was called the Mary Frances Apartments was recorded when rental advertisements appeared in the *Spokane Daily Chronicle* and *Spokesman-Review* newspapers in 1926 and 1929. In all the advertisements, the apartment building was referred to as the Mary Frances Apartments. Similar to the name "Margaret," the building may have been named after Margaret Desmond. Or perhaps it was named for a relative or friend of Margaret's.

**Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS**

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\_\_\_\_\_. "*Bulletin 15*." Washington DC: Preservation Press, 1998.

***NEWSPAPER ARTICLES***

"Chas. Dawson Dies in Los Angeles." *Spokane Daily Chronicle*, 29 May 1906.

"Dawson Is Dead." *The Spokane Press*, 29 May 1906.

"Appraisers of Dawson Estate." *Spokane Daily Chronicle*, 18 July 1906.

"Workmen Busy on New Houses." *Spokane Daily Chronicle*, 7 May 1910.

"Pays \$10,000 Cash for Apartments." *Spokesman-Review*, 25 May 1912.

"Mary Frances Apartment Desirable." *Spokane Daily Chronicle*, 6 February 1926.

"Damage of \$1,000 in Roof Blaze." *Spokane Daily Chronicle*, 16 July 1926.

"Mary Frances Apts." *Spokane Daily Chronicle*, 28 August 1926.

"Mary Frances Brick Apartments." *Spokesman-Review*, 22 December 1929.

Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS

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Photo 1—North façade pictured in 2020



Photo 2—North façade and east end in 2020

Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS

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Photo 3—north façade and west end in 2020

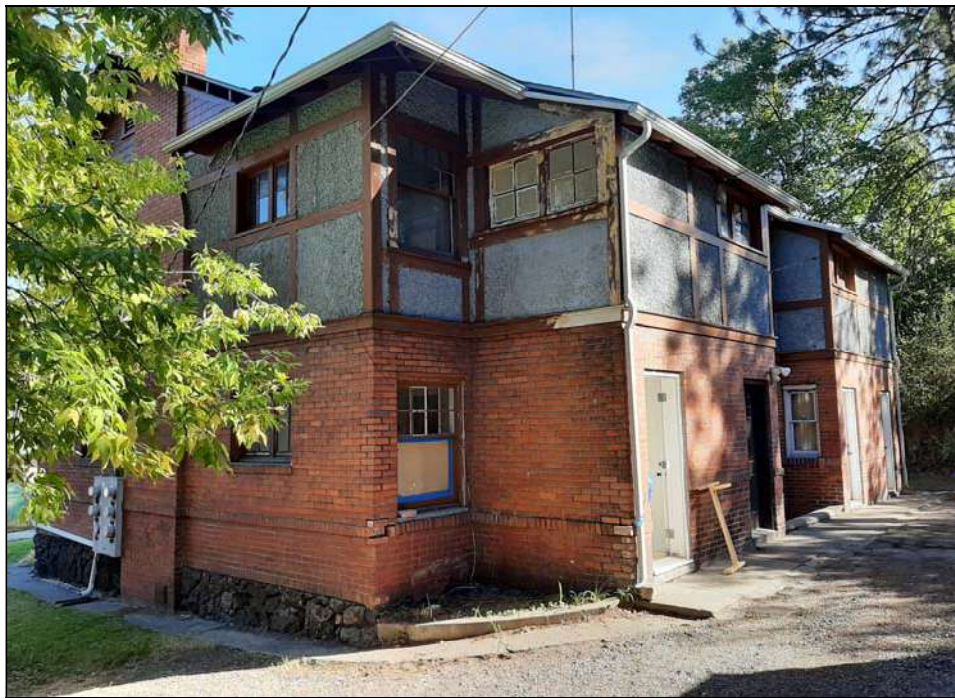


Photo 4—rear face and west end elevation in 2020

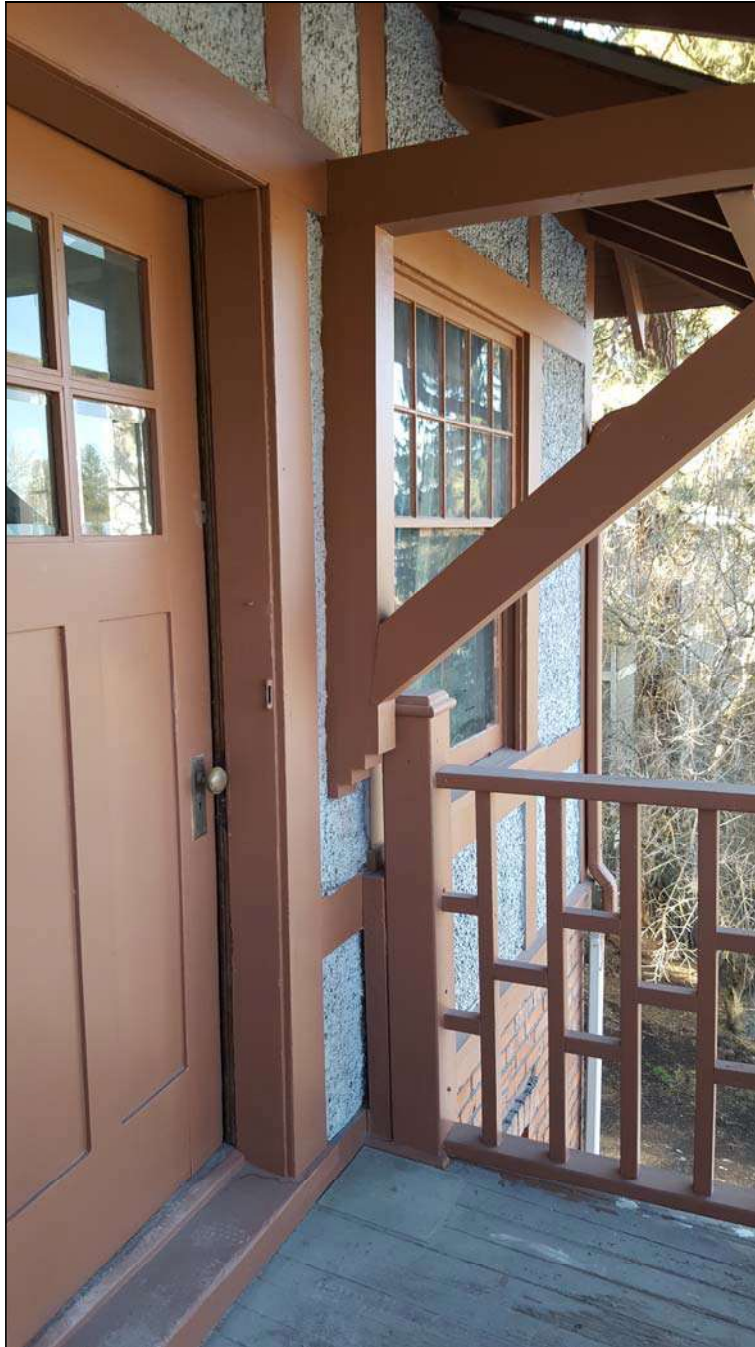


Photo 5—second floor, northwest corner of north façade in 2020

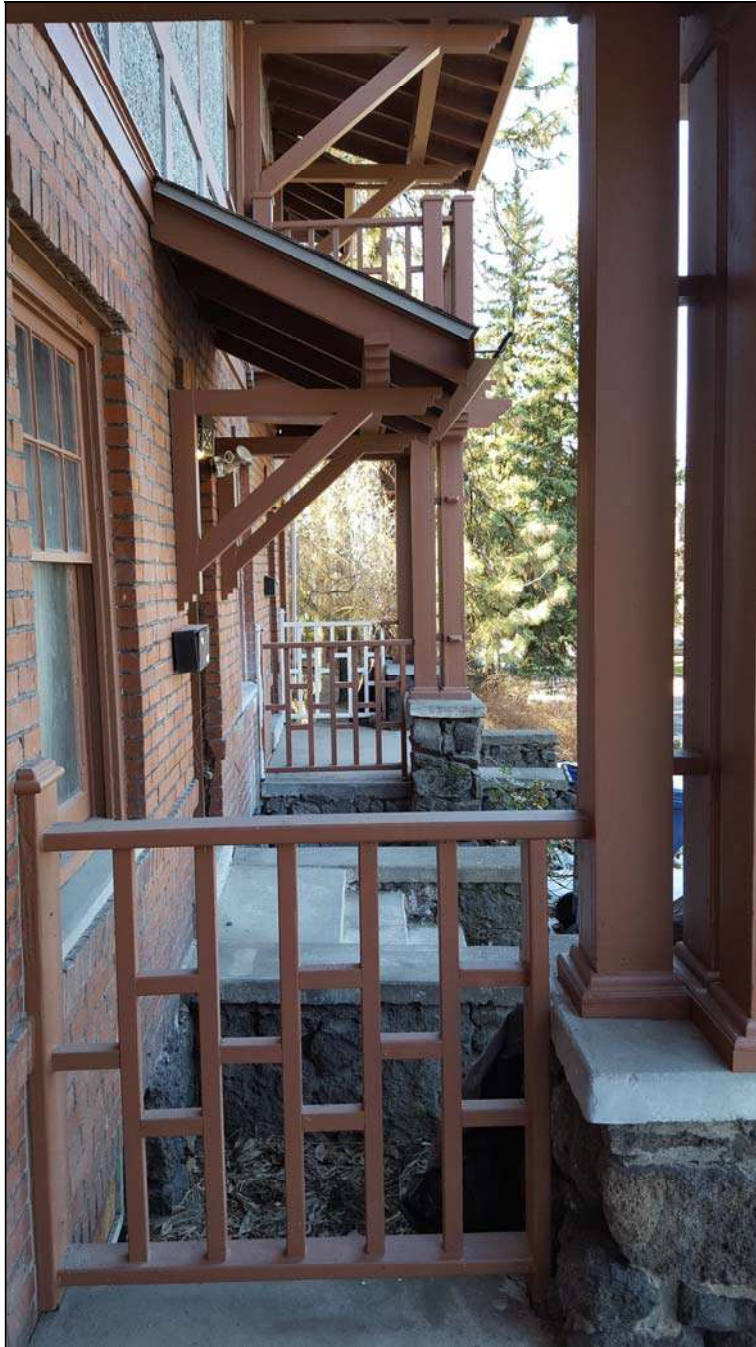


Photo 6—north façade first and second floors, looking west in 2020



Photo 7—north façade, looking down from second floor in 2020

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MARY FRANCES APARTMENTS

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Photo 8—backyard with south rock retaining wall and four-car brick garage in 2020



Photo 9—Property grounds, looking west in 2020

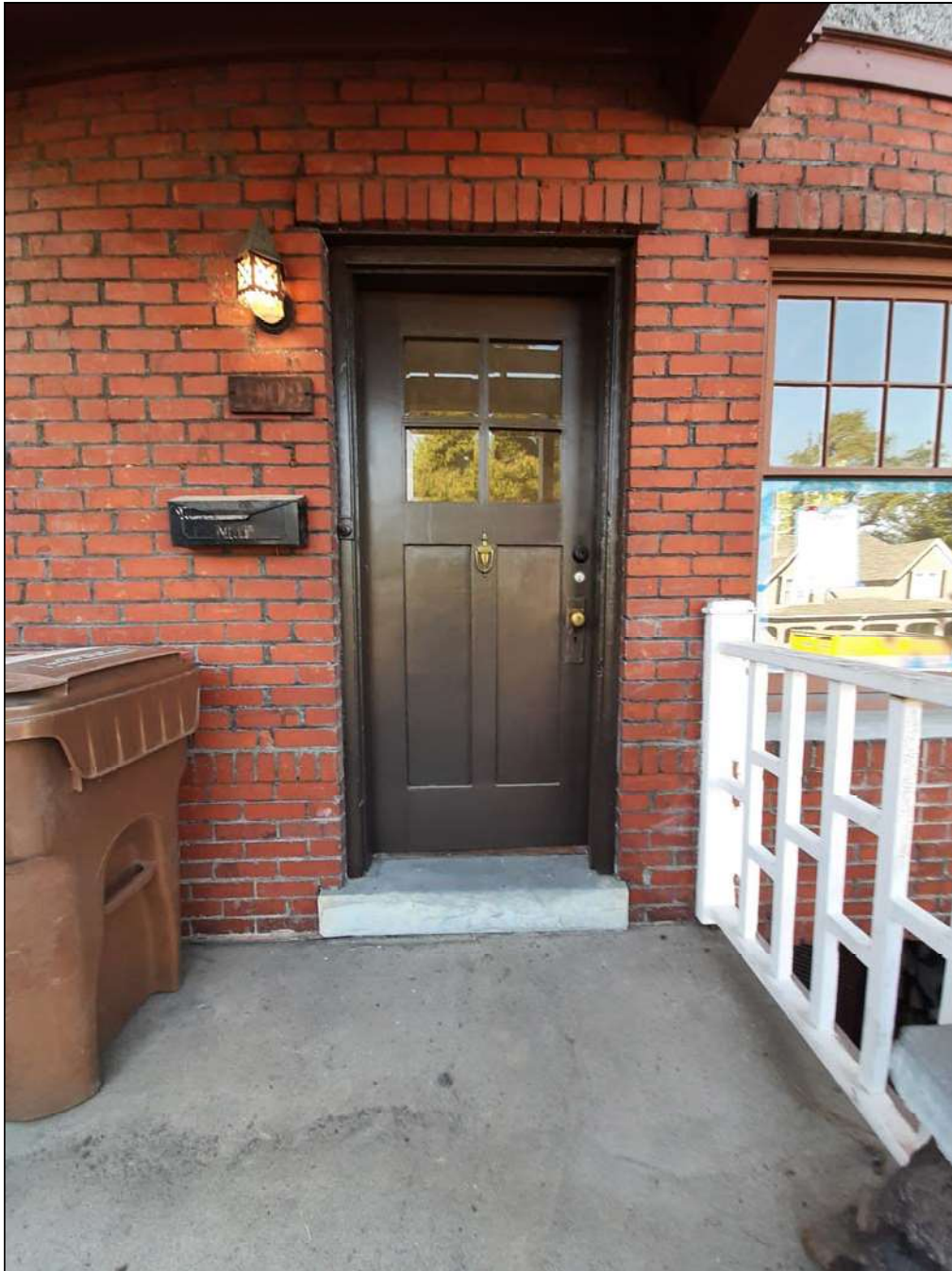


Photo 10—First floor, north façade, 1909 West 9th Avenue Apartment B in 2020.

*Apartment B is representative of all four apartments in the building. Apartment B has been rehabilitated in contrast to the other three apartment units which are in various stages of rehabilitation. The apartment units are identical in floor plan. Each apartment has a north-facing front door and a covered front porch. Each unit has a living room with a built-in fireplace, dining room with a built-in buffet/hutch, interior hallway, bedroom, kitchen/pantry, and rear entrance.*

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Photo 11—First floor living and dining room in Apartment B, looking south in 2020



Photo 12—First floor dining room in Apartment B, looking southeast in 2020



Photo 13—original built-in buffet and hutch in Apt B dining room in 2020



Photo 14—original built-in wood-burning fireplace in living room in 2020

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Photo 15—Apt B dining room and living room, looking north out the front door in 2020



Photo 16—interior hallway, leading to dining room, bedroom and kitchen in 2020

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Photo 17—Apartment B kitchen, looking south in 2020



Photo 18—Apartment B pantry in kitchen, looking southwest in 2020

Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS

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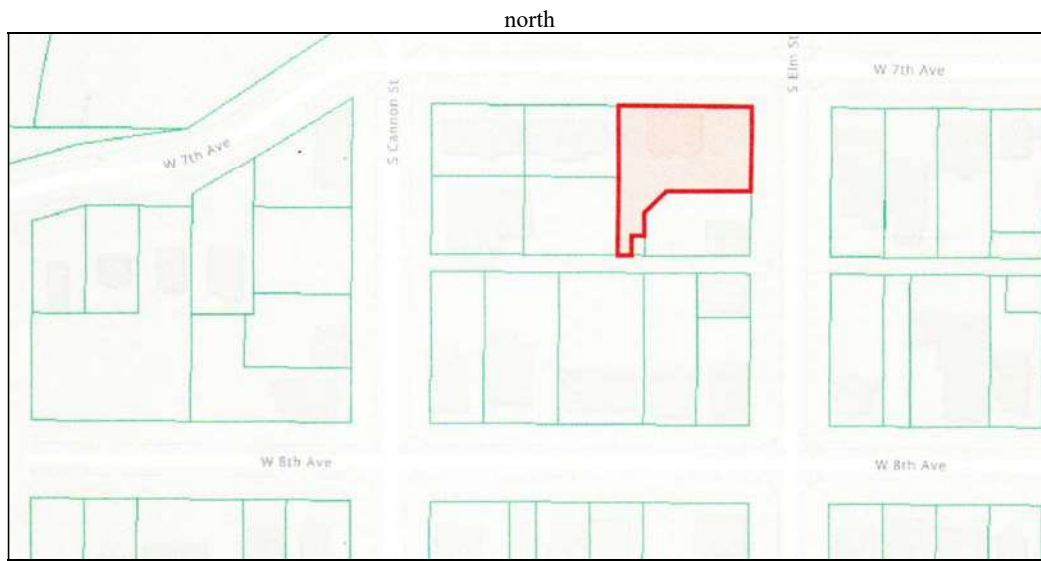
Photo 19—Apartment B bathroom, looking east in 2020



Photo 20—Apartment B bedroom, looking north in 2020

Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS

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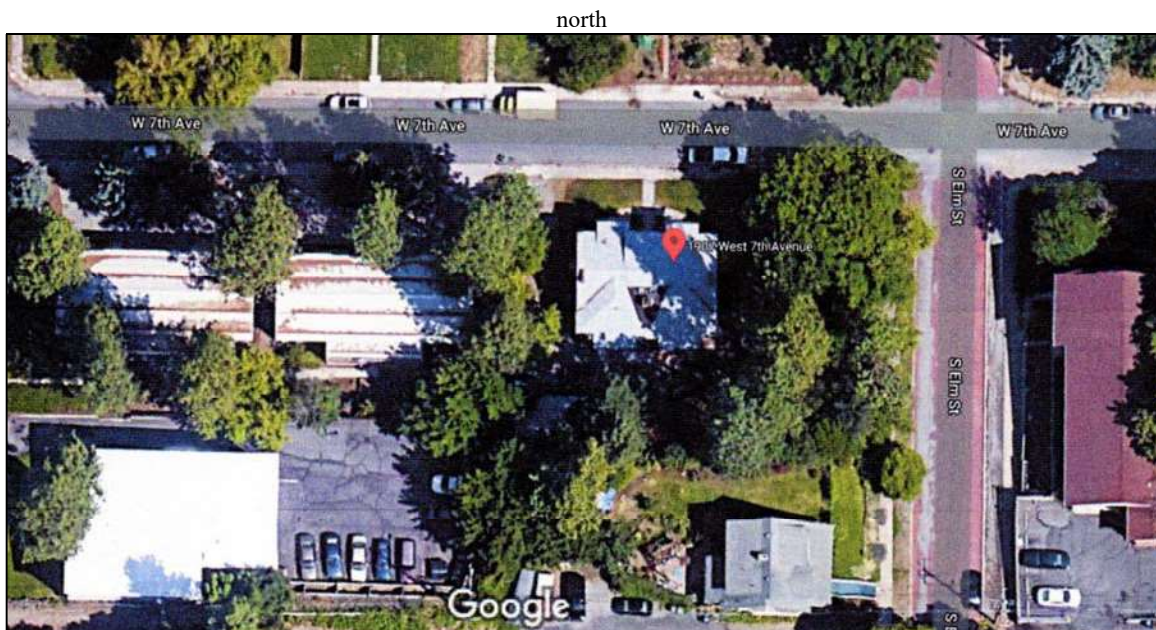


**2020**

**SPOKANE COUNTY PLAT MAP**

*The property at 1907-1909 W. 7th Avenue is outlined in red on the plat map.*

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**2020 AERIAL MAP**

*The red arrow shown on the map is located over the roof of the subject property at 1907-1909 W. 7th Avenue.*

## CHAS. DAWSON DIES IN LOS ANGELES

Charles H. Dawson, a well known mining man of Spokane, died suddenly in Los Angeles yesterday morning. Heart failure is believed to have been the cause of his death.

Mr. Dawson had a large circle of friends in Spokane, where he has lived for years. He was formerly an advertising man for the Spokane Chronicle. Afterwards he went into the mining business and was one of the leaders in the development of the Republic camp. He was heavily interested in the Jumbo in British Columbia and in Nevada mines. He was interested in farming lands in the Big Bend and was a man of moderate wealth. He was born near Peoria, Ill., and was 39 years old at the time of his death.

On May 15 Mr. Dawson was married to Miss Margaret Desmond, a trained nurse of Spokane. The wedding took place in Los Angeles and the death of Mr. Dawson is made the more pathetic for that reason. Miss Desmond was also well known in Spokane and both have many friends here.

*Spokane Daily Chronicle, 29 May 1906*

# DAWSON IS DEAD

Charles H. Dawson, one of the best known men in Spokane, died suddenly in his apartments in the Hotel Judd at Los Angeles yesterday morning short after midnight. Rheumatism of the heart is supposed to have caused death, but an inquest will be held.

Mr. Dawson was married in Los Angeles on May 15th to Miss Margaret Desmond, whom he met in Spokane two years ago. Mr. Dawson was 39 years old and came to Spokane in the early nineties. He was an advertising man and later connected with the Auditorium theatre.

In 1899 he formed a partnership with E. L. Tate and entered the mining and stock brokerage business. He was prominently connected with the booms at Republic and Rossland. Of late years he has been interested at Searchlight, Nev.

*Spokane Press, 29 May 1906*

<p><b>WORKMEN BUSY ON NEW HOUSES</b></p> <p>Various Structures Show Good Progress in Building Operations.</p> <p>Work has been started on the construction of a 16-room apartment house at the corner of Seventh and Elm street, that when completed will cost nearly \$7000. The owner and builder is C. A. Brigham, who is also an architect.</p> <p>Work has also been started in the same vicinity on a seven-room bunga-</p>	<p>low for Dallas Dodd. This is being erected by Contractor R. B. Morrison, following plans from the Ballard plan-nery. The house will cost \$3500.</p> <p>All the lumber and the mill work for these two places is being supplied by the West Side Lumber &amp; Manufacturing company.</p>
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*Spokane Daily Chronicle, 7 May 1910*

<p><b>PAYS \$10,000 CASH FOR APARTMENTS</b></p> <hr/> <p><b>Mrs. Margaret Dawson, New Arrival, Buys Southwest Corner Sev- enth and Elm.</b></p> <hr/> <p><b>STRUCTURE 2-STORY BRICK</b></p> <hr/> <p><b>Rental Value \$125 the Month—C. A. Brigham Former Owner—Deal One of Best This Week.</b></p> <hr/> <p>One of the large cash transactions of the week was consummated yesterday in the purchase by Mrs. Margaret Dawson of the apartment house at the southwest corner of Seventh avenue and Elm street for \$10,000 cash from C. A. Brigham. The deal was handled through Arthur D. Jones &amp; Co.</p> <p>The building is a brick structure, two stories high, and occupies a lot 62 feet by 100 feet. The house has six apartments and is strictly modern in every respect. Mrs. Dawson, who is a recent arrival in the city, purchased the flat as an investment. The house is well located and has a rental value of \$125 a month.</p> <p>Each of the flats is equipped with a fireplace and the apartment house is</p>	<p>regarded as one of the most desirable of the smaller apartment houses of the city. The fact that payment was made in cash is taken as a favorable omen of returning confidence in the future of Spokane real estate.</p> <hr/>
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*Spokesman-Review, 25 May 1912*

Spokane City/County Register of Historic Places Nomination  
MARY FRANCES APARTMENTS

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MARY FRANCES APT., DESIRABLE  
4-rm. apt.; hardwood floors; fireplace;  
basement; ideal for couple; no children;  
available March 1. Riv. 1659.

MARY FRANCES APTS., W1907 7TH.  
4-room apt., bath, fireplace, hardwood  
floors, excellent condition, all outside rms.,  
brick building, adults. Riv. 1659.

MARY FRANCES BRICK APT.  
4 rms., clean, hardwood floors, fire-  
place; 1st floor; gas range. Riv. 1659.

*Spokane Daily Chronicle*, 6 February 1926

*Spokane Daily Chronicle*, 28 August 1926

*Spokesman-Review*, 22 December 1929

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

12/14/2020

Date Rec'd

12/2/2020

Clerk's File #

OPR 2003-0982

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

MIKE PICCOLO 6237

Project #Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0320 - TOURISM PROMOTION AREA ILA AMENDMENT NO. 3

Agenda Wording

Amendment No. 3 of the Tourism Promotion Area Interlocal Agreement

Summary (Background)

The City of Spokane joined Spokane County and the City of Spokane Valley in February of 2004 in an interlocal agreement to form the Spokane County Tourism Promotion Area (TPA) pursuant to Chapter 35.101 RCW. The TPA interlocal agreement established a special assessed charge per room/per day to raise revenue to fund tourism promotion activities and created the Spokane Hotel and Motel Commission to provide advice on the expenditures of the special assessment revenue.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ALLERS, HANNAHLEE

Study Session\Other

PIES - 12/14

Division DirectorCouncil Sponsor

CP Beggs

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

mpiccolo@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Tourism Promotion Area ILA Amendment No. 3
<b>Date:</b>	12/14/20
<b>Contact (email &amp; phone):</b>	Mike Piccolo – <a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a>
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Filed for Council Consideration 12/14/20
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><b>Background/History:</b> The City of Spokane joined Spokane County and the City of Spokane Valley in February of 2004 in an interlocal agreement to form the Spokane County Tourism Promotion Area (TPA) pursuant to Chapter 35.101 RCW. The TPA interlocal agreement established a special assessed charge per room/per day to raise revenue to fund tourism promotion activities and created the Spokane Hotel and Motel Commission to provide advice on the expenditures of the special assessment revenue. The interlocal agreement has been amended twice since its original adoption in 2004.</p>	
<p><b>Executive Summary:</b>          The current amendments include the following:</p> <ul style="list-style-type: none"> <li>• An increase to the special assessment charge based on changes to state law adopted by the State Legislature in 2020. The amending includes a \$2.00 increase for a total of \$4.00 for Zones A, B and C and \$0.50 increase for a total of \$1.00 for Zone D. The additional charge commences April 1, 2021 and expires on July 1, 2027. (See Section 3 C on page 7 To consider the imposition of an “additional charge,” signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed “additional charge” must be presented to the County Commissioners. The County Commissioners received a petition signed by more than sixty percent of the lodging business who would pay the proposed “additional charge.”</li> <li>• Additional quarterly reporting by the TPA Manger to the parties. (See Section 6 B on pages 9 and 10)</li> <li>• A revised termination provision that will enable any party to terminate the agreement by providing notice by March 31<sup>st</sup> of even numbered years with an effective date of termination of December 31 of that. Termination would not prevent the remaining parties to enter into a new interlocal agreement. (See Section 8 A on page 11)</li> </ul>	
<p><b>Budget Impact:</b>          TOTAL COST:          Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A          Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A          If new, specify funding source:          Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b>	

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:



November 6, 2020

Spokane Board of County Commissioners  
City of Spokane Council Members  
City of Spokane Valley Council Members

To Whom it May Concern:

The TPA came into existence driven by the local hotel community in 2004. At that time, the local hotel/motel industry took the risk of assessing fees in addition to the lodging tax to create a tourism marketing fund for the benefit of the regional hotel/motel industry. As part of the establishment of the fund and the current interlocal, the Spokane Hotel and Motel commission was also established, represented by a cross section of people in the hotel/motel industry and representing the three jurisdictions collecting the fund. This was to be the committee that recommends how the TPA funds are used. We believe the funds are best used on a regional basis, supporting the two marketing organizations that benefit tourism.

Included on the agenda for the Spokane Hotel and Motel Commission's (aka TPA Commission) Special Meeting on October 14, 2020 and again on November 5, 2020 was discussion of the City of Spokane Valley's requested language change to the Interlocal Agreement between the City of Spokane, City of Spokane Valley and unincorporated Spokane County.

The requests are:

- (1) For the reinsertion of termination language.
- (2) Adding a quarterly revenue reporting requirement, broken out by jurisdiction to be sent to all parties.

The Spokane Hotel and Motel Commission agrees to requested changes from the City of Spokane Valley.

Sincerely,

**SPOKANE HOTEL AND MOTEL COMMISSION**

Valerie Santillanes, Commission Chair representing Spokane County  
Travis Tramp, Commission Vice-Chair representing City of Spokane  
Andy Rooney, Commissioner, representing City of Spokane Valley  
Dan Zimmerer, Commissioner, representing City of Spokane  
Dean Feldmeier, Commissioner, representing City of Spokane  
Denise Vickerman, Commissioner, representing Spokane County  
Jody Sander, Commissioner, representing City of Spokane Valley  
Meredith Rainville, Commissioner, representing City of Spokane

**AMENDMENT NO. 3 AND RESTATED  
INTERLOCAL COOPERATION ACT AGREEMENT  
FOR ESTABLISHMENT OF  
SPOKANE COUNTY TOURISM PROMOTION AREA**

**THIS AMENDMENT NO. 3 AND RESTATED INTERLOCAL COOPERATION ACT AGREEMENT** (“RESTATED INTERLOCAL AGREEMENT”) made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 W. Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County,” the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Blvd. Spokane, Washington 99201, hereinafter referred to as the “City”, and the **City of Spokane Valley**, a municipal corporation of the State of Washington, having offices for the transaction of business at 10210 E. Sprague Avenue, Spokane Valley, Washington 99206, hereinafter referred to as “Spokane Valley” together referred to as the “Parties.”

**W I T N E S S E T H:**

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

**WHEREAS**, in 2003, the Washington State Legislature recognized the importance of tourism promotion and passed Engrossed Substitute Senate Bill No. 6026, subsequently codified as chapter 35.101 RCW. Chapter 35.101 RCW authorized the establishment of a Tourism Promotion Area by a county and the levy of special assessments on lodging businesses to fund tourism promotion therein; and

**WHEREAS**, pursuant to the provisions of RCW 35.101.080, the Board of County Commissioners of Spokane County adopted Ordinance No. 04-0211 which established a Tourism Promotion Area having certain boundaries to include the unincorporated area of Spokane County, the City of Spokane, and City of Spokane Valley. Ordinance No. 04-0211 also established a Special Assessment on operators of Lodging Business within the Tourism Promotion Area on the furnishing of lodging; and

**WHEREAS**, Ordinance No. 04-0211, was subsequently amended under Resolution No. 08-0465 to modify the termination section, and was further amended under Resolution No. 09-0585 to modify certain special assessment fees identified therein; and

**WHEREAS**, pursuant to the provisions of RCW 35.101.040(2), the Parties entered into an interlocal agreement dated March 9, 2004 and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” (“AGREEMENT”) wherein a Tourism Promotion Area was formed to include properties within the boundaries of the unincorporated area of Spokane County, the City of Spokane, and the City of Spokane Valley. The AGREEMENT was subsequently amended to

modify the termination section (“AMENDMENT NO. 1 AGREEMENT”) and further amended to recognize an increase in certain of the Special Assessments on operators of Lodging Businesses within the Tourism Promotion Area (“AMENDMENT NO. 2 AGREEMENT”); and

**WHEREAS**, Paragraph 3 of the AGREEMENT provides that any change in the Special Assessment rates for any zone as set forth therein shall be made only by amendment of the resolution of the Board of County Commissioners, with the approval of the City Council of the City of Spokane and the City Council of the City of Spokane Valley. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane County except upon affirmative recommendation of the Spokane Hotel and Motel Commission; and

**WHEREAS**, the 2020 Washington State Legislature passed and the Governor signed Engrossed Substitute Senate Bill 6592 (“ESSB 6592”). ESSB 6592 authorized legislative authorities to impose an additional Tourism Promotion Area assessment charge of up to \$3 per night per stay on furnishing of lodging by a lodging business located in a Tourism Promotion Area (“additional charge”). Any “additional charge” expires July 1, 2027. To consider the imposition of an “additional charge”, signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed “additional charge” must be presented to the Board of County Commissioners. The Board of County Commissioners of Spokane County received a petition signed by more than sixty percent of the lodging business who would pay the proposed “additional charge” in certain of the five (5) zones which provided as follows:

(Underlined and lined out language added.)

The Special Assessment to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year, which exceeded five hundred thousand dollars (\$500,000) is as follows:

Zone A:    ~~\$2.00~~ \$4.00 per room/day    (\$2.00 represents additional charge)

Zone B:    ~~\$2.00~~ \$4.00 per room/day    (\$2.00 represents additional charge)

Zone C:    ~~\$2.00~~ \$4.00 per room/day    (\$2.00 represents additional charge)

The Special Assessment to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000) is as follows:

Zone D:    ~~50 cents~~ \$1.00 per room/day (\$.50 represents additional charge.)

Zone E:    \$0.00 per room or space/day

The additional charge identified above shall commence as of 12:01 a.m. April 1, 2021 and shall automatically expire at midnight on June 30, 2027. Upon the expiration of the additional charge, the previous charge shall be automatically reinstated as of 12:01 a.m. on July 1, 2027.

; and

**WHEREAS**, consistent with paragraph 3 of the AGREEMENT, the Parties desire to recognize the request of the lodging businesses to impose the additional charge as referenced in the immediately preceding recital which additional charge was adopted by the Board of County Commissioners after a public hearing; and

**WHEREAS**, in addition to the Parties desiring to recognize the request of the lodging businesses to impose the additional charge, the Parties also desire to add a termination section back into the AGREEMENT to provide as follows:

(Underlined language to be added.)

8 A. Duration and Termination of this Agreement: This Agreement shall continue in full force and effect until such time as (1) the Spokane County Tourism Promotion Area is disestablished by action of the Board of County Commissioners of Spokane County as provided in Section 7, above; or (2) the legislative body for Spokane County, or City of Spokane, or City of Spokane Valley takes formal action in the form of a resolution to give notice of termination of the Agreement. If this termination provision is invoked, a signed copy of the resolution giving notice of termination shall be delivered either by personal delivery or by regular United States mail delivery to each of the other parties, and shall occur no later than 4:00 pm on March 31, 2022, with an effective date of termination of December 31, 2022. Thereafter, a jurisdiction may invoke this termination provision in even numbered years, with notice to be provided no later than 4:00 pm on March 31 of that year. In the event March 31 falls on a Saturday or Sunday, the deadline shall be extended until 4:00 pm on the following Monday.

Following termination of this Agreement, Spokane County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for use for tourism promotion in Spokane County.

**WHEREAS**, in addition to the Parties desiring to recognize the request of the lodging businesses to impose the additional charge, and add a termination section back into the AGREEMENT, the Parties also desire to add an additional TPA Manager reporting requirement to provide as follows:

(Underlined language to be added.)

6. B. The TPA Manager will be responsible for administering the activities and programs of the Spokane County Tourism Promotion Area and to prepare an Annual Budget for the Spokane County Tourism Promotion Area to be reviewed and approved by the Spokane Hotel and Motel Commission and submitted to the Board of County Commissioners of Spokane County on or before November 1<sup>st</sup> of each year. The TPA Manager shall also act as staff to the Spokane Hotel and Motel Commission in conjunction with assisting it in determining what activities

and programs to recommend for funding from the Special Assessments. The TPA Manager, with information provided from the Spokane County Budget and Finance Office, shall provide to the Parties, on a quarterly basis, the aggregate amount of TPA Special Assessments collected from lodging businesses located within their respective boundaries.

: and

**WHEREAS**, this RESTATED INTERLOCAL AGREEMENT hereby replaces and supersedes in its entirety the agreement entered into among the Parties dated March 9, 2004 and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” as amended by that agreement entered into among the Parties and entitled “AMENDMENT NO. 1 TO INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” as further amended by that agreement entered into among the Parties and entitled “AMENDMENT NO. 2 TO INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” and adds the above referenced amendments.

**NOW, THEREFORE**, for and in consideration of the promises set forth hereafter, Spokane County, Spokane and Spokane Valley hereby agree as follows:

1. Definitions. As used in this agreement, the following terms, unless the context otherwise dictates, shall have the following means:

1.1 “Agreement” shall mean this interlocal cooperation agreement between Spokane County, Spokane and Spokane Valley for the establishment of a Spokane County Tourism Promotion Area by Spokane County as authorized by RCW 35.101.040 (2).

1.2 “Lodging Business” means a business located within the Spokane County Tourism Promotion Area that furnishes lodging taxable by the state under chapter 82.08 RCW that has forty (40) or more lodging units.

1.3 “Operator” means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, license or any other similar capacity.

1.4 “Room Revenues” means the gross per-night-charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

1.5 “Special Assessment” means the levy (charge) imposed by Spokane County on the Operators of a Lodging Business within the Spokane County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of RCW 35.101.050 for the purpose of providing for funding of tourism promotion in Spokane County.

1.6. “Spokane Hotel-Motel Association” means the Spokane Hotel-Motel Association, Inc., a Washington non-profit corporation.

1.7 “Spokane Hotel and Motel Commission” means the Spokane Hotel and Motel Commission, established by Spokane County, whose members are appointed by the Board of County Commissioners of Spokane County, the City Council of the City of Spokane, and the City Council of the City of Spokane Valley to provide recommendations to the Board of County Commissioners of Spokane County on proposed uses and projects of the Spokane County Tourism Promotion Area; pursuant to the provisions of RCW 35.101.130 (1) as provided in this Agreement.

1.8 “Spokane Metropolitan Area” means Spokane County, including the entire areas within the jurisdiction of Spokane and Spokane Valley and the unincorporated area of Spokane County.

1.9 “Spokane County Tourism Promotion Area” means the Tourism Promotion Area created by the resolution of the Board of County Commissioners of Spokane County pursuant to the authority of chapter 35.101 RCW, as authorized by the resolutions of the City Council of the City of Spokane and the City Council of the Spokane Valley adopting the terms of this Agreement.

1.10 “TPA Manager” shall mean a tourism destination marketing organization or other similar organization employed by the Board of County Commissioners to administer the operation of the Tourism Promotion Area.

1.11 “Tourism Promotion” means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

1.12 “Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

1.13 “Zone” or “Zones” means the distinct geographic subarea or subareas within the Spokane County Tourism Promotion Area as established by resolution of the Board of County Commissioners of Spokane County and as set forth in Exhibit “B” attached to this Agreement.

1.14 “Annual Budget” shall mean the Spokane County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Board of County Commissioners of Spokane County, after the receipt of a recommendation from the Spokane Hotel and Motel Commission, identifying all estimated revenue from Special Assessments for the fiscal year, and providing for all proposed uses of Special

Assessment revenue for the purpose of providing tourism promotion in Spokane County for the ensuing fiscal year.

2. Tourism Promotion Area to be Established by Spokane County.

A. It is hereby understood and agreed by Spokane County, Spokane and Spokane Valley that Spokane County, pursuant to the authority of RCW 35.101.040(2) RCW, shall establish a “Tourism Promotion Area” designated the Spokane County Tourism Promotion Area to include the unincorporated area of Spokane County and the entire area within the corporate limits of Spokane and Spokane Valley.

B. It is hereby understood and agreed by Spokane County, Spokane, and Spokane Valley that the purpose of permitting the Board of County Commissioners and Spokane County to form the Spokane County Tourism Promotion Area under RCW 35.101.040 (2) is to provide revenue to fund tourism promotion within Spokane County which will benefit the Operators of Lodging Businesses in Spokane County, Spokane and Spokane Valley.

3. Levy of Special Assessments on Lodging Businesses within the Spokane County Tourism Promotion Area.

A. The Board of County Commissioners of Spokane County will levy Special Assessments on the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area in accordance with the zones and levels of Special Assessments as set forth in Resolution No. 4-0140.

B. It is understood and agreed by and between Spokane County, Spokane and Spokane Valley that the Spokane County Tourism Promotion Area shall include the following five (5) zones:

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Spokane defined as follows: Downtown core bordered by Interstate 90 to the south, Hamilton Street to the east, Indiana Avenue to the north, and Monroe Street to the west.

Zone B. Zone B encompasses those Lodging Businesses located within the area of the incorporated city limits of Spokane and the City of Spokane Valley except those Lodging Businesses located in Zone A.

Zone C. Zone C encompasses all Lodging Businesses located outside Zones A and B, but within the unincorporated area of Spokane County.

Zone D. Zone D encompasses all Lodging Businesses with room revenue under \$500,000 per year, situated within the Spokane County Tourism Promotion Area, regardless of their specific location.

Zone E. Zone E encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to person other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or student which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports boating, riding, outdoor facilities and instruction in sports, boating, riding, and outdoor living.

The charge(s) imposed under this section are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410.

C. It is understood and agreed by and between Spokane County, Spokane and Spokane Valley that the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

- Zone A:       ~~\$2.00~~ \$4.00 per room/day. \$2.00 represents additional charge.
- Zone B:       ~~\$2.00~~ \$4.00 per room/day. \$2.00 represents additional charge.
- Zone C:       ~~\$2.00~~ \$4.00 per room/day. \$2.00 represents additional charge.
- Zone D:       ~~\$0.50~~ \$1.00 per room/day. \$0.50 represents additional charge.
- Zone E:       \$0.00 per room or space /day.

The additional charge identified above shall commence as of 12:01 a.m. April 1, 2021 and shall automatically expire at midnight on June 30, 2027. Upon the expiration of the additional charge, the previous charge shall be automatically reinstated as of 12:01 a.m. on July 1, 2027.

D. Any change in the Special Assessment rates for any zone as set forth hereinabove shall be made only by amendment of the resolution by the Board of County Commissioners, with the approval of the City Council of the City of Spokane and the City Council of the City of Spokane Valley. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane

County except upon the affirmative recommendation of the Spokane Hotel and Motel Commission.

4. Use of Special Assessment Revenues For the Promotion of Tourism and Convention Business in Spokane County.

A. It is understood and agreed that all of the revenues from Special Assessments collected by Spokane County from Lodging Businesses within the jurisdiction of Spokane County, the City of Spokane, and the City of Spokane Valley shall be allocated by the Board of County Commissioners of Spokane County in accordance with the Annual Budget for the Spokane County Tourism Promotion Area. The Spokane Hotel and Motel Commission shall make a recommendation to the Board of County Commissioners on all Annual Budgets. The Board of County Commissioners shall have the ultimate authority to set and approve all Annual Budgets.

B. The revenues from the Special Assessments levied by Spokane County on the Operators of Lodging Businesses situated within the Spokane County Tourism Promotion Area shall be used for the following purposes only:

(1) The funding of all activities and expenditures designed to increase tourism promotion and convention business within Spokane County as specified in the Spokane County Tourism Promotion Area Budget; and

(2) The marketing of convention and business that benefit local tourism and the Lodging Businesses in Spokane County; and

(3) The marketing of Spokane County to the travel industry in order to benefit local tourism and the lodging businesses situated within the Spokane County Tourism Promotion Area; and

(4) The marketing of Spokane County to recruit major sporting events in order to promote local tourism and to benefit the Lodging Businesses within the Spokane County Tourism Promotion Area.

5. Establishment of the Spokane Hotel and Motel Commission.

A. It is understood and agreed that the Board of County Commissioners of Spokane County shall, pursuant to the authority of RCW 35.101.130(1) create an eleven (11) member Spokane Hotel and Motel Commission to advise the Board of County Commissioners of Spokane County on the expenditure of Special Assessment revenues by the Spokane County Tourism Promotion Area to fund tourism promotion in Spokane County.

B. Members of the Spokane Hotel and Motel Commission shall be selected by the Board of County Commissioners of Spokane County, the City Council of Spokane and the City Council of Spokane Valley from a list of nominees prepared by the Spokane Hotel and Motel

Association. All nominees for membership on the Spokane Hotel and Motel Commission must be Operators of Lodging Businesses within Spokane County or employed by the Operator of such a Lodging Business. One *ex officio* member of the Commission may be appointed from the members of the Board of Commissioners of Spokane County; one *ex officio* member may be appointed from the members of the City Council of the City of Spokane; and one *ex officio* member may be appointed from the members of the City Council of the City of Spokane Valley. *Ex officio* members of the Spokane Hotel-Motel Commission may participate in all discussions regarding proposed activities and programs by the Spokane County Tourism Promotion Area for the promotion and marketing of tourism in Spokane County but shall not have voting rights.

C. The Board of County Commissioners of Spokane County shall appoint two members, and one *ex officio* member of the Spokane Hotel and Motel Commission, to represent the County of Spokane; the City Council of the City of Spokane Valley shall appoint two members, and one *ex officio* member, of the Spokane Hotel and Motel Commission to represent the City of Spokane Valley; and the City Council of the City of Spokane shall appoint four members, and one *ex officio* member, of the Spokane Hotel and Motel Commission to represent the City of Spokane. Any vacancy, on the Spokane Hotel and Motel Commission, arising from a resignation or other cause, shall be filled by the appointing agency, from the list of nominees prepared by the Spokane Hotel and Motel Association, within 30 days from the date the “vacancy occurs”.

D. It is understood and agreed that the initial members of the Spokane Hotel and Motel Commission shall serve staggered terms, with one member serving a one-year term, two members serving for two-year terms, and three members serving for three-year terms. The length of the term for each individual member of the initial Spokane Hotel and Motel Commission shall be chosen by lot at the first meeting of the Commission. Thereafter, all members subsequently appointed to the Spokane Hotel and Motel Commission shall serve for three-year terms.

6. Contract For Management of Spokane County Tourism Promotion Area.

A. The Board of County Commissioners shall contract with a TPA Manager. The contract shall be awarded consistent with all applicable Spokane County laws, ordinances and regulations. The contract shall require the TPA Manager to comply with all applicable provisions of law, including chapter 35.101 RCW and with all Spokane County resolutions and ordinances as well as all regulations lawfully imposed by the state auditor or other state agencies.

B. The TPA Manager will be responsible for administering the activities and programs of the Spokane County Tourism Promotion Area and to prepare an Annual Budget for the Spokane County Tourism Promotion Area to be reviewed and approved by the Spokane Hotel and Motel Commission and submitted to the Board of County Commissioners of Spokane County on or before November 1<sup>st</sup> of each year. The TPA Manager shall also act as staff to the Spokane Hotel and Motel Commission in conjunction with assisting it in determining what activities and programs to recommend for funding from the Special Assessments. The TPA Manager, with information provided from the Spokane County Budget and Finance Office, shall

provide to the Parties, on a quarterly basis, the aggregate amount of TPA Special Assessments collected from lodging businesses located within their respective boundaries.

C. The Annual Budget for the Spokane County Tourism Promotion Area shall consist of:

(1) A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and

(2) A statement of the proposed budget for all Spokane County Tourism Promotion Area activities and programs recommended by the Spokane Hotel and Motel Commission to be funded from Special Assessments during the ensuing fiscal year; and

D. All Special Assessments received by Spokane County from the Washington State Department of Revenue and any interest therein shall be deposited by Spokane County in a special account. Payments to the TPA Manager will be made as provided for in the agreement between the Spokane County and the TPA manager. Provided, however, no Special Assessment shall be dispersed in any fiscal year until after the adoption of that year's fiscal Annual Budget, Provided further, Spokane County shall not expend in any fiscal year Special Assessments in excess of the approved fiscal Annual Budget.

7. Modification or Disestablishment of the Spokane County Tourism Promotion Area.

A. The Board of County Commissioners of Spokane County, by appropriate action, may modify the provisions of the resolution establishing the Spokane County Tourism Promotion Area or provide for the disestablishment of the Spokane County Tourism Promotion Area, after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed, or indicate that it is the intention to disestablish the Spokane County Tourism Promotion Area, and shall state the time and place of a public hearing to be held by the Board of County Commissioners of Spokane County to consider the proposed action.

B. If the Operators of Lodging Businesses which pay over forty percent (40%) of the Special Assessments levied within the Spokane County Tourism Promotion Area file a petition with the Clerk of the Board of Spokane County Commissioners requesting the Board of County Commissioners of Spokane County to adopt a resolution of intention to modify or disestablish the Spokane County Tourism Promotion Area, the Board of County Commissioners of Spokane County shall adopt such resolution and act upon it as required by law. Signatures on such petition shall be those of a duly authorized representative of the Operators of Lodging Businesses in the Spokane County Tourism Promotion Area. In the event of failure on the part of the Board of County Commissioners to modify or disestablish the TPA the participating local governments reserve the right to withdraw from this agreement upon three (3) months notice to the other participating local governments.

C. In the event the resolution proposes disestablishment of the Spokane County Tourism Promotion Area, the Board of County Commissioners of Spokane County shall disestablish the Spokane County Tourism Promotion Area; unless at such public hearing, protest against disestablishment is made by the Operators of Lodging Businesses paying over fifty percent (50%) of the Special Assessments in the Spokane County Tourism Promotion Area.

8. Miscellaneous Provisions:

A. Duration and Termination of this Agreement. This Agreement shall continue in full force and effect until such time as (1) the Spokane County Tourism Promotion Area is disestablished by action of the Board of County Commissioners of Spokane County as provided in Section 7, above; or (2) the legislative body for Spokane County, or City of Spokane, or the City of Spokane Valley takes formal action in the form of a resolution to give notice of termination of the Agreement. If this termination provision is invoked, a signed copy of the resolution giving notice of termination shall be delivered either by personal delivery or by regular United States mail delivery to each of the other parties, and shall occur no later than 4:00 pm on March 31, 2022, with an effective date of termination of December 31, 2022. Thereafter, a jurisdiction may invoke this termination provision in even numbered years, with notice to be provided no later than 4:00 pm on March 31 of that year. In the event March 31 falls on a Saturday or Sunday, the deadline shall be extended until 4:00 pm on the following Monday.

Following termination of this Agreement, Spokane County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for use for tourism promotion in Spokane County.

B. Waiver. No officer, employee, or agent of Spokane County, Spokane, or Spokane Valley 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 by Spokane County, Spokane, or Spokane Valley shall be held to be a waiver of any other or subsequent breach. Failure of Spokane County, Spokane, or Spokane Valley to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of Spokane County, Spokane or Spokane Valley to hereafter enforce each and every such provision.

C. Records. All records prepared, owned, used or retained by the TPA Manager in conjunction with operating or administering the activities and programs of the Spokane County Tourism Promotion Area as provided for under the terms of this Agreement shall be deemed records of Spokane County, Spokane, and Spokane Valley and shall be made available by the TPA Manager upon request to Spokane County, Spokane, or Spokane Valley, State Auditor or their authorized representatives.

D. Property and Equipment. Spokane County Shall be the owner of all property and equipment purchased by the TPA Manager from Special Assessment Revenues. Provided,

however, in the event of the termination of the Agreement with the TPA Manager, Spokane County agrees to make the property and/or equipment available to the successor TPA Manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Spokane County Tourism Promotion Area, all property and equipment purchased by the TPA Manager from Special Assessment Revenues shall be retained by Spokane County and used for any lawful purpose.

E. Integration. This Agreement contains all of the terms and conditions agreed upon by Spokane County, Spokane, and Spokane Valley concerning the establishment of the Spokane County Tourism Promotion Area by the Board of County Commissioners of Spokane County and the collection of Special Assessments from Operators of Lodging Businesses within the entire area, including the area within the jurisdictions of Spokane and Spokane Valley. 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 Agreement has been made to induce the officials of Spokane County, Spokane, or Spokane Valley to execute this Agreement.

F. Severability. In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

G. Execution of Agreement. This Agreement shall become effective immediately after it is duly adopted by the Board of County Commissioners of Spokane County, the City Council of Spokane, and the City Council of Spokane Valley and shall be filed with the County Auditor of Spokane County, the City Clerk of Spokane, and the City Clerk of Spokane Valley, and the Secretary of State of the State of Washington.

H. Litigation. In the event litigation is brought against the TPA or any party to this Agreement the TPA Manager shall cause legal counsel to be employed for the purpose of defending or prosecuting the matter. The cost of the legal counsel shall be paid by the TPA. The parties reserve the right to monitor and participate in any litigation as solely determined by the party.

**IN WITNESS WHEREOF**, the City of Spokane, the City of Spokane Valley, and Spokane County have executed this RESTATED INTERLOCAL AGREEMENT by their duly authorized officials pursuant to all requirements of law.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

ATTEST:

\_\_\_\_\_  
JOSH KERNS, Vice-Chair

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

\_\_\_\_\_  
MARY L. KUNEY, Commissioner

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

CITY OF SPOKANE

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

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

ATTEST:

Approved as to form:

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

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

CITY OF SPOKANE VALLEY

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

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

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

ATTEST:

Approved as to form:

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

\_\_\_\_\_  
Office of City Attorney

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

12/14/2020

<u>Date Rec'd</u>	12/14/2020
<u>Clerk's File #</u>	CPR 2020-0002
<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-2020

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/4/20.  
Total: \$9,538,732.30 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$7,616,181.83

**Summary (Background)**

Pages 1-50 Check numbers: 576284 - 576462 ACH payment numbers: 84811 - 85043 On file for review in City Clerks Office: 50 Page listing of Claims Note:

Lease? YES	Grant related?	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 7,616,181.83		# Various
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	HUGHES, MICHELLE	<u><b>Study Session\Other</b></u>	
<u><b>Division Director</b></u>	WALLACE, TONYA	<u><b>Council Sponsor</b></u>	
<u><b>Finance</b></u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u><b>Legal</b></u>	PICCOLO, MIKE		
<u><b>For the Mayor</b></u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u><b>Purchasing</b></u>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 49

APPROVAL FUND SUMMARY

DATE: 12/07/20  
TIME: 08:00  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	797,237.45
1100	STREET FUND	137,927.19
1200	CODE ENFORCEMENT FUND	7,888.68
1300	LIBRARY FUND	48,681.09
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	149.64
1400	PARKS AND RECREATION FUND	66,308.21
1450	UNDER FREEWAY PARKING FUND	110.50
1460	PARKING METER REVENUE FUND	8,534.90
1510	SPOKANE REG EMERG COM SYS	1,010.87
1540	HUMAN SERVICES GRANTS FUND	194.86
1560	FORFEITURES & CONTRIBUTION FND	3,452.12
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,432.16
1625	PUBLIC SAFETY PERSONNEL FUND	8,180.57
1630	COMBINED COMMUNICATIONS CENTER	9,535.98
1640	COMMUNICATIONS BLDG M&O FUND	13,902.26
1680	CD/HS OPERATIONS	10,834.66
1695	CDBG REVOLVING LOAN FUND	162.70
1940	CHANNEL FIVE EQUIPMENT RESERVE	1,207.62
1970	FIRE/EMS FUND	163,215.23
1980	DEFINED CONTRIBUTION ADMIN FND	27,000.00
1990	TRANSPORTATION BENEFIT FUND	11,705.00
3200	ARTERIAL STREET FUND	287,194.51
4100	WATER DIVISION	173,868.95
4250	INTEGRATED CAPITAL MANAGEMENT	1,590,621.11
4300	SEWER FUND	379,305.08
4480	SOLID WASTE FUND	633,010.04
4600	GOLF FUND	15,033.55
4700	DEVELOPMENT SVCS CENTER	33,988.73
5100	FLEET SERVICES FUND	120,983.58
5200	PUBLIC WORKS AND UTILITIES	16,441.71
5300	IT FUND	43,155.60
5400	REPROGRAPHICS FUND	2,410.73
5500	PURCHASING & STORES FUND	4,765.90
5600	ACCOUNTING SERVICES	21,877.10
5700	MY SPOKANE	5,226.04
5750	OFFICE OF PERFORMANCE MGMT	4,361.81
5800	RISK MANAGEMENT FUND	6,434.06
5810	WORKERS' COMPENSATION FUND	8,893.00
5820	UNEMPLOYMENT COMPENSATION FUND	60.08
5830	EMPLOYEES BENEFITS FUND	651,336.53
5900	ASSET MANAGEMENT FUND OPS	10,576.47
5901	ASSET MANAGEMENT FUND CAPITAL	24,450.38
6060	EMPLOYEES' RETIREMENT FUND	2,150.44
6070	FIREFIGHTERS' PENSION FUND	41,883.46
6080	POLICE PENSION FUND	20,289.53
6960	SALARY CLEARING FUND NEW	2,194,191.75
TOTAL:		7,616,181.83

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 49

DATE: 12/07/20  
TIME:  
PAGE: 1

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

AMPD ENTERTAINMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80084824	39,367.35
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80084829	10,282.58
DESAUTEL HEGE COMMUNICATIONS INC	OPERATING SUPPLIES ACH PMT NO. - 80084825	2,500.00
DOWNTOWN SPOKANE PARTNERSHIP	CONTRACTUAL SERVICES ACH PMT NO. - 80084826	30,000.00
ENVIRONMENT CONTROL OF SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80084827	60.00
GEOCKO INC. DBA LIVESTORIES	CONTRACTUAL SERVICES ACH PMT NO. - 80084817	409,035.48
JENNIFER ALBERTS dba JENN ALBERTS PHOTOGRAPHY	OPERATING SUPPLIES ACH PMT NO. - 80084828	500.00
K-L MANUFACTURING CO INC	OPERATING SUPPLIES ACH PMT NO. - 80084816	980.10
PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES CHECK NO. - 00576289	2,776.95
SPOKANE COUNTY LIBRARY DISTRICT	CONTRACTUAL SERVICES CHECK NO. - 00576431	50,853.66
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80084822	115.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	6,471.73
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00576285	1,839.33
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES CHECK NO. - 00576286	3,984.11
WORLD RELIEF CORP OF NATIONAL ASSOC OF EVANGELICALS	CONTRACTUAL SERVICES CHECK NO. - 00576287	27,346.22

TOTAL FOR 0020 - NONDEPARTMENTAL

586,112.51

## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	275.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	959.93

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	51.36
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US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	849.27

TOTAL FOR 0030 - POLICE OMBUDSMAN	2,135.56
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0100 - GENERAL FUND

AMERICAN LOCK AND KEY 107 E 3RD AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00576429	30.00
CHERRY KELLY 3327 E LIBERTY	DEPOSIT - RESTITUTION CHECK NO. - 00576428	208.25
SHAWN MACON CURTIS HARRIS PO BOX 7531	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00576427	1,000.00
SPOKANE COUNTY SUPERIOR COURT 1100 W MALLON	DEPOSIT - APPEAL FEES CHECK NO. - 00576445	230.00
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80084822	16.32
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80084822	220,560.39-

TOTAL FOR 0100 - GENERAL FUND	219,075.82-
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0230 - CIVIL SERVICE

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80084881	7.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	735.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	2,534.63
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	150.53
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	332.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,908.32
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084928	156.39

TOTAL FOR 0230 - CIVIL SERVICE	6,824.41
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80084859	4,123.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	270.00

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	1,605.18
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	32.66
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	180.55
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	60.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	1,709.07
TOTAL FOR 0260 - CITY CLERK		7,981.95

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	1,300.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,958.28
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	234.99
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	286.74
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	64.95
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	42.65
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80084822	9.99
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	288.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	4,510.43
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	5.78

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0320 - COUNCIL	10,701.81
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	505.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	2,538.65

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80084822	14.01
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80084822	1,671.25
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	566.24
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	38.10
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80084822	39.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,785.46
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	8.61

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	8,166.32
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#### 0350 - COMMUNITY CENTERS

MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80084907	29,166.66
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TOTAL FOR 0350 - COMMUNITY CENTERS	29,166.66
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#### 0370 - ENGINEERING SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80084878	240.33
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	3,215.00
THATS SHARP LLC dba KNIFE GUYS	OPERATING SUPPLIES ACH PMT NO. - 80084815	30.49
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	13,070.40

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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	26.11
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	428.32
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	92.16
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	1,585.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80084822	38.00

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	200.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	15,940.81
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	3.02

TOTAL FOR 0370 - ENGINEERING SERVICES	-----	34,869.64
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0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	245.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	886.86
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	175.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	1,007.98
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	967.47

TOTAL FOR 0410 - FINANCE	-----	3,282.31
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0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	174.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	875.16
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	35.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	1,164.97
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TOTAL FOR 0430 - GRANTS MANAGEMENT	-----	2,249.39
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0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	603.46
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	25.64
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80085037	777.04
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084981	52.13
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		1,533.27

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	443.19
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	27.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	399.83
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084981	52.13
TOTAL FOR 0470 - HISTORIC PRESERVATION		1,022.34

0500 - LEGAL

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084865	141.12
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	WITNESS FEES ACH PMT NO. - 80084865	8.82
COPIERS NORTHWEST INC	PROFESSIONAL SERVICES ACH PMT NO. - 80084878	102.98

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	2,035.00
JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS ACH PMT NO. - 80084898	125.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80084900	1,713.00
JUSTIN LAMB 620 W KNOX	WITNESS FEES CHECK NO. - 00576384	11.38
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80084904	58.13
STEPHEN W WINKLER 2402 W AIMEE AVE	WITNESS FEES CHECK NO. - 00576385	15.98
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	10,362.91
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80084822	1,204.86

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80084822	0.55
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	1,106.16
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	11,477.41

TOTAL FOR 0500 - LEGAL		28,363.30
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0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	1,307.43
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80084822	133.33
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80084822	67.00
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80084822	568.46
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	1,325.31

TOTAL FOR 0520 - MAYOR		3,851.53
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	558.95
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80084822	130.59
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80084822	286.35
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	707.69
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084981	312.72
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80084981	20.00
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO	
	-	25.49

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

2,116.79

0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80084949	110.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	2,135.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	6,728.27
US BANK P CARD PAYMENTS	CELL PHONE	
	ACH PMT NO. - 80084822	545.52
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	303.09
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80084822	6.51
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	721.17
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80084822	489.85
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084822	275.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80084822	40.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	10,801.13

TOTAL FOR 0560 - MUNICIPAL COURT

22,155.54

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	488.45
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	638.58

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER

1,287.03

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	592.51
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00576455	1,964.51
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	208.25
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	219.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,504.89

TOTAL FOR 0620 - HUMAN RESOURCES	-----	5,489.16
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0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	880.00
MARY WINKES 119 E 17TH AVE	PARKING/TOLLS (LOCAL) CHECK NO. - 00576383	22.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,189.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	4,139.07

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0650 - PLANNING SERVICES	-----	8,230.94
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0680 - POLICE

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084832	6,238.20
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80084832	2,336.93
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00576290	303.19
CENTURYLINK	TELEPHONE CHECK NO. - 00576290	490.02
CLAIMFOX INC ATTN ACCOUNTS RECIVABLE	PROFESSIONAL SERVICES CHECK NO. - 00576296	180.00
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084837	71.09
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80084950	4,446.85
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00576297	7,893.28
DATEC INC	OPERATING SUPPLIES ACH PMT NO. - 80084838	4,017.33
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80084841	1,125.92

GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80084844	290.51
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80084845	537.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	70,173.90
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084848	525.88
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80084819	4,500.00
SNIDER, RYAN H	OPERATING SUPPLIES CHECK NO. - 00576392	1,432.20
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80084855	137.29
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80084855	27.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00576298	126.72
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00576299	42.13
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	42,706.10
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80084822	457.38
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80084822	163.35
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	120.00
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80084822	336.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	3,759.57
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	729.11
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80084822	480.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	6,016.53
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	303.51
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80084822	9.50

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	635.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	86.88
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80084822	91.48
US BANK P CARD PAYMENTS	VETERINARY SERVICES ACH PMT NO. - 80084822	130.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	26,549.72
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084857	13,924.25
VERIZON WIRELESS	MINOR EQUIPMENT ACH PMT NO. - 80084857	350.00-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80084857	16,280.03
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	10.68
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	4.63
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	145.08
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	0.79
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00576459	650.00
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80084858	35.69
TOTAL FOR 0680 - POLICE		----- 218,172.04

0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	795.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,005.12
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	61.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	3,732.59
TOTAL FOR 0690 - PROBATION SERVICES		----- 7,594.25

## 0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80084880	2,499.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	1,385.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80084915	465.20
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80084922	64.03
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	6,482.68

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	889.95
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	105.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	8,017.47

TOTAL FOR 0700 - PUBLIC DEFENDER

19,908.58

## 0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	252.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	344.29
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084981	65.38
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80084981	10.00

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN

771.91

## 0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	515.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	1,657.74
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	85.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,067.52

TOTAL FOR 0860 - TREASURY SERVICES

4,326.03

1100 - STREET FUND

ADVANCED TRAFFIC PRODUCTS INC      OPERATING SUPPLIES  
ACH PMT NO. - 80084860      2,773.04

ARAMARK UNIFORM SERVICES      LAUNDRY/JANITORIAL SERVICES  
AUS WEST LOCKBOX      ACH PMT NO. - 80084865      220.74

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES      UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80084942      9,510.93

AVISTA UTILITIES      UTILITY NATURAL GAS  
ACH PMT NO. - 80084942      127.07

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00576440      4,311.00

MALCOLM PHILLIPS      PERMITS/OTHER FEES  
CHECK NO. - 00576388      102.00

SHAMROCK MANUFACTURING INC      REPAIR & MAINTENANCE SUPPLIES  
ACH PMT NO. - 80084917      73,736.24

US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00576455      19,848.73

US BANK P CARD PAYMENTS      OPERATING SUPPLIES  
ACH PMT NO. - 80084822      1,117.79

US BANK P CARD PAYMENTS      OTH DUES/SUBSCRIPTNS/MEMBERSHP  
ACH PMT NO. - 80084822      936.00

US BANK P CARD PAYMENTS      PUBLIC UTILITY SERVICE  
ACH PMT NO. - 80084822      164.95

US BANK P CARD PAYMENTS      REPAIR & MAINTENANCE SUPPLIES  
ACH PMT NO. - 80084822      1,337.97

US BANK P CARD PAYMENTS      SMALL TOOLS  
ACH PMT NO. - 80084822      225.97

US BANK P CARD PAYMENTS      UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80084822      57.20

US BANK TRUST NA      RETIREMENT  
OR CITY OF SPOKANE      ACH PMT NO. - 80085037      23,457.56

TOTAL FOR 1100 - STREET FUND

137,927.19

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457      DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD      CHECK NO. - 00576440      645.00

US BANK OR CITY TREASURER      SOCIAL SECURITY  
EMP BENEFITS ( CITY )      CHECK NO. - 00576455      3,043.85

US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80084822	548.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	27.41
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	411.98

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	3,211.71
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TOTAL FOR 1200 - CODE ENFORCEMENT FUND	-----	7,888.68
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	2,205.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	13,987.52
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80084822	158.13
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80084822	2,526.70
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80084822	27.21
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	2,401.92
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80084822	699.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	4,540.15
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80084822	306.20
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	256.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	3,262.77
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80084822	507.54
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084822	93.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	17,329.41
WA STATE DEPT OF REVENUE	IT/DATA SERVICES -	205.78
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	

	-	127.36
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	46.97

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1300 - LIBRARY FUND		48,681.09
1360 - MISCELLANEOUS GRANTS FUND		
US BANK P CARD PAYMENTS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80084822	16.32-
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	16.32
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00
1380 - TRAFFIC CALMING MEASURES		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084942	149.64
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		149.64
1400 - PARKS AND RECREATION FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	4,158.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	19,734.38
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80084822	2,096.83
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80084822	888.09
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80084822	107.81
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	4,933.53
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80084822	1,818.16
US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE ACH PMT NO. - 80084822	646.63
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	551.06
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	272.86
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	4,554.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	380.00
US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS ACH PMT NO. - 80084822	513.41
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80084822	15.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80084822	38.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80084822	617.22
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	2,717.41
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	540.04
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80084822	72.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	21,564.98
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	76.36
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	11.43
TOTAL FOR 1400 - PARKS AND RECREATION FUND		66,308.21
1450 - UNDER FREEWAY PARKING FUND		
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	110.50
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		110.50

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	520.00
PARKEON INC DBA FLOWBIRD INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084913	570.00
THATS SHARP LLC dba KNIFE GUYS	OPERATING SUPPLIES ACH PMT NO. - 80084815	139.39
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,012.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80084822	50.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	108.87
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	27.41
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	98.96
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	3,957.15
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	50.73
TOTAL FOR 1460 - PARKING METER REVENUE FUND		8,534.90

1510 - SPOKANE REG EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	466.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	397.25
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084857	46.69
TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS		1,010.87

1540 - HUMAN SERVICES GRANTS FUND

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80084822	138.30
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	56.56
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		194.86

1560 - FORFEITURES & CONTRIBUTION FND

ABC LEGAL HOLDINGS LLC	LEGAL SERVICES ACH PMT NO. - 80084830	572.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084876	2,268.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRAIG MEIDL OR JUSTIN LUNDGREN CONFIDENTIAL FUNDS

CRAIG MEIDL TRUSTEE

CHECK NO. - 00576297

611.72

TOTAL FOR 1560 - FORFEITURES &amp; CONTRIBUTION FND

3,452.12

## 1620 - PUBLIC SAFETY &amp; JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	974.28
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	337.36
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80084822	5,120.52

TOTAL FOR 1620 - PUBLIC SAFETY &amp; JUDICIAL GRANT

6,432.16

## 1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	2,096.42
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00576443	3,424.81
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	2,521.36
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	137.98

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND

8,180.57

## 1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	281.13
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00576443	573.39
PRIORITY DISPATCH CORP/DIV OF	SMART PHONES, IPAD, TABLETS	
MEDICAL PRIORITY CONSULTANTS	ACH PMT NO. - 80084853	1,520.45
SPOKANE FIRE FIGHTERS BENEFIT	VEBA POST EMPLOYMENT	
TRUST	ACH PMT NO. - 80084821	1,500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	1,611.54
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	76.20

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	3,972.38
WA STATE DEPT OF REVENUE	SMART PHONES, IPAD, TABLETS	
	-	0.89

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER 9,535.98

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084866	8,014.49
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80084866	152.77
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80084872	103.45
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80084877	1,065.86
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80084839	25.43
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	59.19
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	82.98
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	22.32
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80085039	2,430.69
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80085039	1,945.08

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 13,902.26

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	568.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	4,980.49
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	26.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	5,258.61

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1680 - CD/HS OPERATIONS 10,834.66

1695 - CDBG REVOLVING LOAN FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	59.63
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VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084981	103.07

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND	162.70
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1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	1,207.62

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	1,207.62
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1970 - FIRE/EMS FUND

1 SOUTH MADELIA C/O	PUBLIC SAFETY LICENSE/PERM	
GOODALE & BARBIERI COMPANY	CHECK NO. - 00576295	57.00

1 SOUTH MADELIA C/O	PUBLIC SAFETY LICENSE/PERM	
GOODALE & BARBIERI COMPANY	CHECK NO. - 00576292	19.00

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80084862	122.50

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80084866	15,393.55

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80084866	3,642.80

BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80084870	1,057.54

BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80084870	234.30

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084872	299.48

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80084835	5,245.59

CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80084875	1,196.36

COPPER RIVER	PUBLIC SAFETY LICENSE/PERM	
800 IRON POINT RD	CHECK NO. - 00576422	152.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	MINOR EQUIPMENT	
	ACH PMT NO. - 80084887	74.03

FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80084887	2,687.64

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084887	118.69

GALLS LLC	CLOTHING	
	ACH PMT NO. - 80084891	212.36

GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	
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PACIFIC TRUCK CENTERS	ACH PMT NO. - 80084892	10,964.47
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80084840	50.69
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80084813	500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	8,968.99
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576443	38,215.82
JACOB'S AUTO GLASS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80084846	38.12
JEFFREYS APPLIANCE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00576291	96.87
JEFFREYS APPLIANCE SERVICE INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00576291	198.03
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084901	3,353.40
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80084850	76.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80084851	37.11
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084851	54.88
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084851	969.01
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80084852	58.61
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80085022	1,617.17
PATRIOT FIRE PROTECTION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80085022	206.91

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80084821	21,500.00
THE MALLORY CO	OPERATING SUPPLIES ACH PMT NO. - 80084906	1,894.46
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084856	174.23
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084856	126.43
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	27,992.69
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80084822	296.21

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	938.87
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80084822	176.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	417.15
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	1,404.54
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	113.26-
US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80084822	150.00
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80084822	173.49
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	249.98
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	465.94
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80084822	428.92
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80084822	10.97
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80084822	27.21
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084822	2,121.58
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80084822	453.89

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	5,321.82
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084857	20.85
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	10.26
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80085039	2,369.14
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80085039	684.24

TOTAL FOR 1970 - FIRE/EMS FUND

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163,215.23

1980 - DEFINED CONTRIBUTION ADMIN FND  
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HYAS GROUP LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80085007	27,000.00

TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND	27,000.00
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1990 - TRANSPORTATION BENEFIT FUND

SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084921	11,705.00

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND	11,705.00
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3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80084871	11,083.74

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80084962	34,361.13

HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80084896	6,215.50

KPFF CONSULTING ENGINEERS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084903	21,624.39

LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80084979	206,202.04

SPOKANE REGIONAL HEALTH DIST	CONTRACTUAL SERVICES	
	CHECK NO. - 00576395	7,279.81

US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80084822	427.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND	287,194.51
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084937	2,883.40

AMERICAN WATER WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00576433	10,592.00

ANATEK LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084864	3,915.00

AVISTA UTILITIES	PUBLIC UTILITY SERVICE	
	ACH PMT NO. - 80084985	64.14

BACON CONCRETE INC	PAVING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084943	23,289.00

CORE & MAIN LP	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80084994	1,116.47

CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
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	ACH PMT NO. - 80084951	7,807.26
DAVID KING	REFUNDS	
112 GENERAL OGLETHORPE RD	CHECK NO. - 00576425	150.29
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084955	357.16
FERGUSON ENTERPRISES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80085001	327.24
GORLEY LOGISTICS LLC	CONTRACTUAL SERVICES	
dba FIKES NORTHWEST	ACH PMT NO. - 80084956	43.45
H D FOWLER COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80085005	1,351.75
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80085006	265.16
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	7,890.00
NELLIE KING	REFUNDS	
1800 SC HIGHWAY 23	CHECK NO. - 00576426	529.43
QLT CONSUMER LEASE SERVICES	TELEPHONE	
INC	CHECK NO. - 00576430	14.94
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084977	19.14
TAMI STONE	REFUNDS	
2907 E CLEVELAND AVE	CHECK NO. - 00576424	225.55

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	33,269.46
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80084822	1,301.47
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084822	411.99
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80084822	2,068.40
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	3,619.79
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	1,532.11
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80084822	540.14
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80084822	989.62
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084822	1,091.84
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084822	16,187.32

US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	4,482.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	41,336.96
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80084927	308.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	20.34
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	46.34
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00576460	5,821.79
TOTAL FOR 4100 - WATER DIVISION		173,868.95

4250 - INTEGRATED CAPITAL MANAGEMENT

CUBIC CORP AND SUBSIDIARIES DBA CUBIC ITS INC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00576436	2,144.24
DAVID KING 112 GENERAL OGLETHORPE RD	REFUNDS CHECK NO. - 00576425	30.39

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ENERGY CONTROL INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00576378	1,750.00
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084896	886.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	830.00
JACOBS ENGINEERING GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084899	10,315.91
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084903	35,158.70
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084979	222,228.16
NELLIE KING 1800 SC HIGHWAY 23	REFUNDS CHECK NO. - 00576426	37.53
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084912	2,926.25
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084916	1,200.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,822.63
US BANK P CARD PAYMENTS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084822	97.98

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	348.53
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80084822	312.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	4,512.99
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT	
	ACH PMT NO. - 80084982	434,643.61
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS	
	ACH PMT NO. - 80084982	869,376.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		1,590,621.11

#### 4300 - SEWER FUND

DAVID KING	REFUNDS	
112 GENERAL OGLETHORPE RD	CHECK NO. - 00576425	36.92
NELLIE KING	REFUNDS	
1800 SC HIGHWAY 23	CHECK NO. - 00576426	41.47
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4300 - SEWER FUND	78.39
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#### 4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084937	944.93
ADVANCED INFRASTRUCTURE	REPAIR & MAINTENANCE SUPPLIES	
TECHNOLOGIES LLC	ACH PMT NO. - 80084938	8,886.24
BACON CONCRETE INC	PAVING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084986	2,400.00
CORE & MAIN LP	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084951	17,880.55
FASTENAL CO	MISC REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084955	163.35
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80085001	6,610.55
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	2,565.00
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80084969	309.71
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	10,133.42
US BANK P CARD PAYMENTS	COMPUTERS	
	ACH PMT NO. - 80084822	1,179.14
US BANK P CARD PAYMENTS	MACHINERY/EQUIPMENT	

	ACH PMT NO. - 80084822	551.64
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	15.96
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT	
	ACH PMT NO. - 80084822	19.57
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	525.46
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80084822	2,374.02
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80084822	7,105.24
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80084822	196.66
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084822	426.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084822	1,285.41
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80084822	1,267.86
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80084822	5.42
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS	
	ACH PMT NO. - 80084822	108.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80085037	12,017.16
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	109.31
WSF LLC dba WESTERN SYSTEMS &	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80085041	429.46

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	77,510.95
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4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80084942	206.58
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80084942	25.74
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80085025	2,011.80
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00576375	68.94
CHRIS PYLES	MINOR SAFETY EQUIPMENT	
	CHECK NO. - 00576452	155.65

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084873	5,181.69
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80084874	171.87
DETECTION INSTRUMENTS CORP	MINOR EQUIPMENT CHECK NO. - 00576438	14,530.45
EVOQUA WATER TECHNOLOGIES LLC	OPERATING SUPPLIES ACH PMT NO. - 80084885	701.22
EYEMART EXPRESS LLC	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80084954	334.90
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80085000	2,840.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084890	70.13
HORIZON DISTRIBUTORS	OPERATING SUPPLIES ACH PMT NO. - 80084895	468.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	6,025.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80085009	20,365.79
INLAND ENVIRONMENTAL RESOURCES INC	OPERATING SUPPLIES ACH PMT NO. - 80084963	6,830.12
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084964	97.40
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084965	34,528.56
MATTHEW G STROBRIDGE	REGISTRATION/SCHOOLING CHECK NO. - 00576396	152.00
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80085019	5,370.95
NATHAN KING	PERMITS/OTHER FEES CHECK NO. - 00576380	161.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80085020	310.72
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80084863	60.00
PARAMOUNT SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00576449	5,288.89
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80085034	758.00
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO. - 80084868	1,410.26

UNIT PROCESS COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00576432	315.93
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	27,333.57
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	376.40
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	1,087.92
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80084822	1,792.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	376.64
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	27,881.95
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084822	20.43
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80084822	3.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	889.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	1,033.57
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80084822	304.01
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80084822	272.88
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80084822	25.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	33,777.55
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	1,293.21
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	64.46
WESTERN STATES AUTOMATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80085040	9,245.61
WHITNEY EQUIPMENT COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80085042	6,442.64
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80084934	134.78

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	----- 220,798.20
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## 4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084942	226.58
BROOKS APPLIED LABS LLC	TESTING SERVICES ACH PMT NO. - 80084990	1,340.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	1,230.00

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80084980	337.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,677.68
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	1,065.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	4,685.87

TOTAL FOR 4330 - STORMWATER

12,562.97

## 4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	238.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	308.80

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS

621.96

## 4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80084982	22,743.17
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80084982	44,989.44

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND

67,732.61

## 4480 - SOLID WASTE FUND

CITY OF MEDICAL LAKE PO BOX 369	REFUNDS CHECK NO. - 00576423	14.10
DAVID KING 112 GENERAL OGLETHORPE RD	REFUNDS CHECK NO. - 00576425	35.40
NELLIE KING 1800 SC HIGHWAY 23	REFUNDS CHECK NO. - 00576426	6.56

TOTAL FOR 4480 - SOLID WASTE FUND

56.06

## 4490 - SOLID WASTE DISPOSAL

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABB INC	DATA PROCESS EQUIP ACH PMT NO. - 80084983	44,800.00
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084939	7,718.40
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084866	420.95
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80084944	235.22
BIG SKY INDUSTRIAL/DIV OF WSS ASSOCIATES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084945	2,366.87
BRAD BROUGHER 1113 E 14TH AVE	WTE DISPOSAL CHECK NO. - 00576444	36.20
CASCADE COLUMBIA DISTRIBUTION CO/DIV OF NEWCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084947	285.76
CENTURYLINK	TELEPHONE CHECK NO. - 00576375	59.86
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084991	14,014.47
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00576435	622.32
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084953	256.59
ECOCHAM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084882	6,889.00
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80084883	1,127.22
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80084883	1,022.51
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80084999	1,282.61
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80084999	2,763.65
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084999	972.93
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80084999	148.75
FIRE SYSTEMS WEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084957	460.00

GORLEY LOGISTICS LLC	OPERATING SUPPLIES	
dba FIKES NORTHWEST	ACH PMT NO. - 80084956	7.24

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GREENMARK ENTERPRISES LLC	REPAIR & MAINTENANCE SUPPLIES	
DBA KILLER FILTER	ACH PMT NO. - 80084959	867.90
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084960	552.34
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084961	3,707.57
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80085008	2,955.01
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	3,720.00
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084966	5,707.96
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084967	7,621.17
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084905	804.21
MEASURE TECH INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084908	424.71
MULTICARE HEALTH SYSTEMS	MEDICAL SERVICES	
DBA MULTICARE CENTERS OF	CHECK NO. - 00576386	1,648.50
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80084970	6,125.41
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80084940	477.59
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084971	46,671.88
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80084973	23,790.80
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL	
	CHECK NO. - 00576390	713.30
SAMSON ENGINEERING AND MACHINERY CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084976	676.43
SPOKANE HOUSE OF HOSE INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80084920	464.35
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES	
	CHECK NO. - 00576393	43,720.20
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	20,318.62
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084822	130.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80084822	27.23
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	6,661.50
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	942.05
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	2,330.94
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80084822	354.23
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80084822	553.46
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	25.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084822	15,472.53
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80084822	334.56
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80084822	972.91
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	27,455.92
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	253.65
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	334.89
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00576376	172.00
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		312,479.84

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084942	8,480.99
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80084942	1,040.38
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80084987	99,923.55
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80084946	849.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00576375	62.83
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80084948	484.12
COMCAST	PUBLIC UTILITY SERVICE	
	ACH PMT NO. - 80084949	325.42
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80084887	458.95
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084958	377.76
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80084956	72.42
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00576440	4,690.00
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL	
	ACH PMT NO. - 80084978	131,828.88
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80085030	346.31
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY	
	CHECK NO. - 00576455	24,951.68
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	471.87
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	698.48
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80084822	559.39
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80084822	12.00
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80084822	619.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80085037	31,923.62
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084928	597.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	26.94

TOTAL FOR 4500 - SOLID WASTE COLLECTION

308,801.21

4530 - SOLID WASTE LANDFILLS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ATMOSPHERIC ANALYSIS AND  
CONSULTING INC

PROFESSIONAL SERVICES  
CHECK NO. - 00576414

840.00

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084866	1,956.58
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084873	154.64
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80084984	110.00
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00576394	7,941.66
THE FA BARTLETT TREE EXPERT	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80084988	601.13
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084822	40.66
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	28.26

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	-----	11,672.93
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4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	519.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	2,088.44
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80084822	67.66
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80084822	713.55
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80084822	1,062.07
US BANK P CARD PAYMENTS	LUBRICANTS ACH PMT NO. - 80084822	463.33
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	4,272.11
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	1,285.93
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	1,945.96
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,516.63

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	98.87
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TOTAL FOR 4600 - GOLF FUND	-----	15,033.55
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## 4700 - DEVELOPMENT SVCS CENTER

COMPASS CONSTRUCTION INC ATT SHELBY SAMS	PERMIT REFUNDS PAYABLE CHECK NO. - 00576381	502.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	2,824.00
PRESERVATION PARTNERS MANAGEMENT GROUP INC	PERMIT REFUNDS PAYABLE CHECK NO. - 00576382	189.42
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	14,007.39
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	504.85
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	163.66
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80084822	167.33
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80084822	374.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	15,252.62
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	3.46

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

33,988.73

## 5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576373	671.28
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576374	750.48
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084869	1,209.61
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084870	11,698.69
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084879	5,106.69

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576377	134.51
FORCE AMERICA DISTRIBUTING INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084889	158.14
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084892	1,033.07
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084893	155.09

GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084931	3,490.56
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576379	641.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	1,475.00
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084897	517.83
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084901	78.15
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084909	421.01
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80084910	26.87
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084910	17.76
OXARC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084911	125.07
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576387	45.67
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576391	345.16
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084919	5,538.43
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084924	377.08
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084925	1,072.82
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	7,234.84
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	1,796.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	709.66-
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	1,159.18
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80084822	254.42
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	499.00
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084822	32,938.72

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	9,078.99
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	664.98
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084932	32,976.22
TOTAL FOR 5100 - FLEET SERVICES FUND		120,983.58

#### 5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	785.00
PITNEY BOWES	IF REPROGRAPHICS CHECK NO. - 00576389	1,176.12
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80084918	5,787.82
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	3,658.15
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	375.02
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	38.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	4,621.56
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		16,441.71

#### 5300 - IT FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084941	12.17
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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80084874	170.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	2,566.00
PITNEY BOWES	OPERATING SUPPLIES CHECK NO. - 00576389	130.68
SHI CORP	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80084918	1,706.01
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	14,018.89
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80084822	1,261.97
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80084822	603.01
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	136.94
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084822	175.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	15,798.30
XO COMMUNICATIONS INC	TELEPHONE	
C/O VERIZON	ACH PMT NO. - 80084934	6,576.58
		-----
TOTAL FOR 5300 - IT FUND		43,155.60
5400 - REPROGRAPHICS FUND		
-----		
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80084941	75.22
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	180.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	684.66
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80084822	583.04
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	887.81
		-----
TOTAL FOR 5400 - REPROGRAPHICS FUND		2,410.73
5500 - PURCHASING & STORES FUND		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	484.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	2,072.98
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80084822	26.11
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	2,104.82
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084981	77.99
		-----
TOTAL FOR 5500 - PURCHASING & STORES FUND		4,765.90
5600 - ACCOUNTING SERVICES		
-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	2,149.31

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	9,197.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	143.73
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80084822	135.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	10,251.42
TOTAL FOR 5600 - ACCOUNTING SERVICES		21,877.10

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	390.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	2,078.99
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	64.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,692.37
TOTAL FOR 5700 - MY SPOKANE		5,226.04

5750 - OFFICE OF PERFORMANCE MGMT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	450.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	1,861.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	2,050.39
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,361.81

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	35.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80084926	6,103.77
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	88.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	206.39

TOTAL FOR 5800 - RISK MANAGEMENT FUND

6,434.06

5810 - WORKERS' COMPENSATION FUND

EQUIAN LLC PROP & CAS SOLUTIONS	INSURANCE ADMINISTRATION ACH PMT NO. - 80084884	2,254.59
EXAMINETICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80084886	2,275.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	345.00
OCCUPATIONAL HEALTH CENTERS OF WASHINGTON PS	PROFESSIONAL SERVICES CHECK NO. - 00576447	63.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	1,281.19
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	26.11
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	29.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	1,618.58
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80084929	1,000.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

8,893.00

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	7.49
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	23.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	29.25

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND

60.08

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084861	5,420.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80084812	13,350.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80084995	30,939.54
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	245.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80084814	49,462.43
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80085012	247,482.09
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80084814	18,182.43
KEPRO ACQUISITIONS, INC	PROFESSIONAL SERVICES ACH PMT NO. - 80084902	4,500.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80084818	49,658.70
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80084974	230,150.57
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	898.26
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80084822	77.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80085037	969.85

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	----- 651,336.53
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5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084865	143.26
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576440	375.00
JOHNSON CONTROLS FIRE PROTECTION LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80085011	155.73
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80085017	539.06
MCKINSTRY CO LLC LOCKBOX	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80085017	612.02
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00576455	1,758.67
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80084822	120.88
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80084822	408.31
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80084822	104.54
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80084822	110.00

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084822	4,091.33
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	2,157.67

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		10,576.47
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#### 5901 - ASSET MANAGEMENT FUND CAPITAL

LSB CONSULTING ENGINEERS PLLC	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80084968	23,534.40

US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80084822	915.98

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		24,450.38
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#### 6100 - RETIREMENT

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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576440	210.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00576455	837.03

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80084822	29.27

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80085037	1,074.14

TOTAL FOR 6100 - RETIREMENT		2,150.44
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#### 6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80084861	1,665.00

BKD-HCN TENANT LLC	SERVICE REIMBURSEMENT	
DBA BROOKDALE NORTH SPOKANE	CHECK NO. - 00576284	16,208.00

BKD-HCN TENANT LLC	SERVICE REIMBURSEMENT	
DBA BROOKDALE NORTH SPOKANE	CHECK NO. - 00576284	200.00

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80084812	1,265.19

HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80085007	4,950.00

PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80084818	7,678.32

PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80084974	9,916.95

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

41,883.46

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80084861	1,665.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80084812	1,020.54
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80084818	6,092.58
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80084974	11,511.41

TOTAL FOR 6300 - POLICE PENSION

20,289.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00576434	429.60
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00576437	400.59
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80084997	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80084998	20.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00576439	1,155.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00576440	248,009.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00576440	13,347.56
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00576441	57,844.43
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00576442	150.22
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00576443	68,650.70
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80085010	52,335.80
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00576458	984.77
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80085013	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80085014	42.00

M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80085015	2,684.37
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00576446	158.41
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00576448	273.91
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00576450	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80085004	630.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00576451	428.43
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80085024	2,922.25
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80085024	15,285.67
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80084989	17,388.35
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80085026	787.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80085027	3,179.50
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80085023	21,104.77
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80085029	838.17
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80085028	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80085032	400.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80085033	312.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00576453	298.11
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00576454	12.52
UNITED WAY	UNITED WAY ACH PMT NO. - 80085036	529.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00576455	276,213.73
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00576455	831,559.50

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00576455	113,347.58
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80085037	416,256.85
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00576456	295.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80085038	27,252.42

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00576457	15,395.70
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00576459	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00576461	311.08

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

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2,194,191.75

TOTAL CLAIMS

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7,616,181.83

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	3,650.31		
00576284	BKD-HCN TENANT LLC	16,408.00		
00576285	WALTER E NELSON CO	1,839.33		
00576286	WAXIE SANITARY SUPPLY	3,984.11		
00576287	WORLD RELIEF CORP OF NATIONA	27,346.22		
00576288	M&M RESTORATION dba			
00576289	PEROVICH PARTNERS INC	2,776.95		
00576290	CENTURYLINK	793.21		
00576291	JEFFREYS APPLIANCE SERVICE I	294.90		
00576292	1 SOUTH MADELIA C/O	19.00		
00576293	1 SOUTH MADELIA C/O	19.00		
00576294	1 SOUTH MADELIA C/O	19.00		
00576295	1 SOUTH MADELIA C/O	19.00		
00576296	CLAIMFOX INC	180.00		
00576297	CRAIG MEIDL OR JUSTIN LUNDGR	8,505.00		
00576298	SPRINT SOLUTIONS INC	126.72		
00576299	UNITED PARCEL SERVICE	42.13		
00576373	ADAMS TRACTOR CO INC	671.28		
00576374	ADVANCE AUTO PARTS	750.48		
00576375	CENTURYLINK	191.63		
00576376	WATERCO OF THE PACIFIC NORTH	172.00		
00576377	DIRECT AUTOMOTIVE DISTRIBUTI	134.51		
00576378	ENERGY CONTROL INC	1,750.00		
00576379	HI-LINE ELECTRIC CO	641.57		
00576380	NATHAN KING	161.00		
00576381	COMPASS CONSTRUCTION INC	502.00		
00576382	PRESERVATION PARTNERS	189.42		
00576383	MARY WINKES	22.50		
00576384	JUSTIN LAMB	11.38		
00576385	STEPHEN W WINKLER	15.98		
00576386	MULTICARE HEALTH SYSTEMS	1,648.50		
00576387	O'REILLY AUTOMOTIVE STORES I	45.67		
00576388	MALCOLM PHILLIPS	102.00		
00576389	PITNEY BOWES	1,306.80		
00576390	SAFETY KLEEN CORPORATION	713.30		
00576391	SIX ROBBLEES INC	345.16		
00576392	SNIDER, RYAN H	1,432.20		
00576393	SPOKANE REGIONAL CLEAN AIR	43,720.20		
00576394	SPOKANE REGIONAL CLEAN AIR	7,941.66		
00576395	SPOKANE REGIONAL HEALTH DIST	7,279.81		
00576396	MATTHEW G STROBRIDGE	152.00		
00576397	CENTURYLINK		518.69	
00576398	CENTURY LINK		6.06	
00576399	WASHINGTON LIBRARY ASSN		1,500.00	
00576414	ATMOSPHERIC ANALYSIS AND	840.00		
00576415	COPPER RIVER	19.00		
00576416	COPPER RIVER	19.00		
00576417	COPPER RIVER	19.00		
00576418	COPPER RIVER	19.00		
00576419	COPPER RIVER	19.00		
00576420	COPPER RIVER	19.00		
00576421	COPPER RIVER	19.00		
00576422	COPPER RIVER	19.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00576423	CITY OF MEDICAL LAKE	14.10		
00576424	TAMI STONE	225.55		
00576425	DAVID KING	253.00		
00576426	NELLIE KING	614.99		
00576427	SHAWN MACON CURTIS HARRIS	1,000.00		
00576428	CHERRY KELLY	208.25		
00576429	AMERICAN LOCK AND KEY	30.00		
00576430	QLT CONSUMER LEASE SERVICES	14.94		
00576431	SPOKANE COUNTY LIBRARY	50,853.66		
00576432	UNIT PROCESS COMPANY	315.93		
00576433	AMERICAN WATER WORKS ASSN	10,592.00		
00576434	CHILD SUPPORT SERVICES	429.60		
00576435	CLEAN HARBORS ENVIRONMENTAL	622.32		
00576436	CUBIC CORP AND SUBSIDIARIES	2,144.24		
00576437	DANIEL H BRUNNER, TRUSTEE	400.59		
00576438	DETECTION INSTRUMENTS CORP	14,530.45		
00576439	HUMAN RESOURCES	1,155.50		
00576440	ICMA RETIREMENT TRUST 457	412,441.05		
00576441	ICMA RETIREMENT TRUST 457 LO	57,844.43		
00576442	IDAHO STATE TAX COMMISSION	150.22		
00576443	ING LIFE INSURANCE & ANNUITY	110,864.72		
00576444	BRAD BROUGHER	36.20		
00576445	SPOKANE COUNTY SUPERIOR COUR	230.00		
00576446	NEW JERSEY SUPPORT PAYMENT	158.41		
00576447	OCCUPATIONAL HEALTH CENTERS	63.00		
00576448	OFFICE OF THE ATTORNEY GENER	273.91		
00576449	PARAMOUNT SUPPLY CO	5,288.89		
00576450	PEOPLE QUALIFIED COMMITTEE	15.35		
00576451	PRE-PAID LEGAL SERVICES INC	428.43		
00576452	CHRIS PYLES	155.65		
00576453	STATE DISBURSMENT UNIT	298.11		
00576454	UNITED STATES TREASURY	12.52		
00576455	US BANK OR CITY TREASURER	1,610,373.57		
00576456	WA GET PROGRAM	295.00		
00576457	WA STATE SUPPORT REGISTRY OR	15,395.70		
00576458	JUNE WALLACE	984.77		
00576459	WESTERN STATES POLICE MEDICA	1,625.00		
00576460	WHITE BLOCK COMPANY INC	5,821.79		
00576461	WSCCCE, AFSCME, AFL-CIO	311.08		
00576462	NW INDUSTRIAL SERVICES LLC			9,882.60
80084811	NORTHWEST INDUSTRIAL SERVICE			
80084812	DELTA DENTAL OF WASHINGTON	15,635.73		
80084813	HRA VEBA TRUST	500.00		
80084814	KAISER FOUNDATION HEALTH PLA	200,610.30		
80084815	THATS SHARP LLC	169.88		
80084816	K-L MANUFACTURING CO INC	980.10		
80084817	GEOCKO INC.	409,035.48		
80084818	PREMERA BLUE CROSS	63,429.60		
80084819	REHN & ASSOCIATES	4,500.00		
80084820	ROCKIN' DW CONSTRUCTION INC			
80084821	SPOKANE FIRE FIGHTERS BENEFI	23,000.00		
80084822	US BANK P CARD PAYMENTS	39,582.94		
80084823	AMERIGAS PROPANE LP			

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084824	AMPD ENTERTAINMENT LLC	39,367.35		

80084825	DESAUTEL HEGE COMMUNICATIONS	2,500.00
80084826	DOWNTOWN SPOKANE PARTNERSHIP	30,000.00
80084827	ENVIRONMENT CONTROL OF SPOKA	60.00
80084828	JENNIFER ALBERTS	500.00
80084829	DELL MARKETING LP	10,282.58
80084830	ABC LEGAL HOLDINGS LLC	572.00
80084831	ALSCO DIVISION OF ALSCO INC	105.35
80084832	AVISTA UTILITIES	8,575.13
80084833	BRIDGESTONE AMERICAS INC	629.12
80084834	CAMTEK INC	196.02
80084835	CITY SERVICE VALCON LLC	5,245.59
80084836	CONNELL OIL INC	1,009.77
80084837	COPIERS NORTHWEST INC	3,843.62
80084838	DATEC INC	4,017.33
80084839	FASTENAL CO	1,377.36
80084840	GORLEY LOGISTICS LLC	50.69
80084841	GALLS LLC	1,125.92
80084842	GOODWILL INDUSTRIES OF THE	
80084843	GORDON TRUCK CENTERS INC DBA	10,765.79
80084844	GRAINGER INC	290.51
80084845	GUNARAMA WHOLESALE INC	537.15
80084846	JACOB'S AUTO GLASS	38.12
80084847	KENWORTH SALES COMPANY	3,110.98
80084848	LOOMIS ARMORED US INC	525.88
80084849	LUTHERAN COMMUNITY SERVICES	
80084850	MR CAR WASH	76.00
80084851	NAPA AUTO PARTS	1,061.00
80084852	NORCO INC	58.61
80084853	PRIORITY DISPATCH CORP/DIV O	1,520.45
80084854	ROCKIN' DW CONSTRUCTION INC	
80084855	SPOKANE COUNTY TREASURER	164.80
80084856	UNIFIRE POWER BLOWERS INC	300.66
80084857	VERIZON WIRELESS	29,921.82
80084858	XO COMMUNICATIONS INC	35.69
80084859	ACCESS INFORMATION HOLDINGS	4,123.64
80084860	ADVANCED TRAFFIC PRODUCTS IN	2,773.04
80084861	ALLIANT INSURANCE SERVICES I	8,750.00
80084862	ALSCO DIVISION OF ALSCO INC	17.15
80084863	NORTHWEST INDUSTRIAL SERVICE	60.00
80084864	ANATEK LABS INC	3,915.00
80084865	ARAMARK UNIFORM SERVICES	543.80
80084866	AVISTA UTILITIES	29,581.14
80084867	BANNER FURNACE & FUEL	117.61
80084868	THE FA BARTLETT TREE EXPERT	1,410.26
80084869	BATTERY SYSTEMS INC	1,209.61
80084870	BRIDGESTONE AMERICAS INC	12,361.41
80084871	BUDINGER & ASSOCIATES INC	11,083.74
80084872	CAMTEK INC	206.91
80084873	CINTAS CORPORATION NO 3	18,752.86
80084874	COMCAST	341.92
80084875	CONNELL OIL INC	186.59
80084876	CONSOLIDATED ELECTRICAL	2,268.40

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084877	CONTROL SOLUTIONS NW INC	1,065.86	1,042.05	
80084878	COPIERS NORTHWEST INC	343.31		
80084879	CUMMINS NORTHWEST LLC	5,106.69		
80084880	CHARLES R DELGADO	2,499.25		
80084881	DEVRIES INFORMATION MANAGEME	7.50		

80084882	ECOCHEM ANALYTICS INC	6,889.00	
80084883	ELJAY OIL CO INC	2,149.73	
80084884	EQUIAN LLC	2,254.59	
80084885	EVOQUA WATER TECHNOLOGIES LL	701.22	
80084886	EXAMINETICS INC	2,275.00	
80084887	FASTENAL CO	2,776.54	
80084888	FEDERAL EXPRESS CORP/DBA FED	1,974.68	
80084889	FORCE AMERICA DISTRIBUTING I	158.14	
80084890	FROSTY ICE/DIV OF R PLUM COR	70.13	
80084891	GALLS LLC	212.36	
80084892	GORDON TRUCK CENTERS INC DBA	1,231.75	
80084893	GRAINGER INC	155.09	
80084894	GROUP 4 ARCHITECTURE,RESEARC		102,007.11
80084895	HORIZON DISTRIBUTORS	468.00	
80084896	HISTORICAL RESEARCH ASSOCIAT	7,101.69	
80084897	INLAND PACIFIC HOSE & FITTIN	517.83	
80084898	JENNY TUPPER MOOMAW	125.00	
80084899	JACOBS ENGINEERING GROUP INC	10,315.91	
80084900	JRM ENTERPRISES INC	1,713.00	
80084901	KENWORTH SALES COMPANY	320.57	
80084902	KEPRO ACQUISTIONS, INC	4,500.00	
80084903	KPFF CONSULTING ENGINEERS	56,783.09	
80084904	LANGUAGE LINE SERVICES	58.13	
80084905	LOOMIS ARMORED US INC	804.21	
80084906	THE MALLORY CO	1,894.46	
80084907	MARTIN LUTHER KING JR FAMILY	29,166.66	
80084908	MEASURE TECH INC	424.71	
80084909	MOTION AUTO SUPPLY	421.01	
80084910	NAPA AUTO PARTS	44.63	
80084911	OXARC INC	125.07	
80084912	PARAMETRIX INC	2,926.25	
80084913	PARKEON INC	570.00	
80084914	PETE LIEN & SONS INC	15,907.02	
80084915	PROVOST PROFESSIONAL	465.20	
80084916	RIVER PARK SQUARE LLC	1,200.00	
80084917	SHAMROCK MANUFACTURING INC	73,736.24	
80084918	SHI CORP	7,493.83	
80084919	SOLID WASTE SYSTEMS INC	5,538.43	
80084920	SPOKANE HOUSE OF HOSE INC	464.35	
80084921	SPOKANE TRANSIT AUTHORITY	11,705.00	
80084922	THOMSON WEST	64.03	
80084923	THYSSENKRUPP ELEVATOR CORP		274.73
80084924	TITAN TRUCK EQUIPMENT	377.08	
80084925	TRANSPORT EQUIPMENT INC	1,072.82	
80084926	US BANK OR CITY TREASURER	6,103.77	
80084927	VAN NESS FELDMAN LLP	308.00	
80084928	VERIZON WIRELESS	753.39	
80084929	VICTOR J GIAMPIETRI II	1,000.00	

REPORT: PG3640 CITY OF SPOKANE  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084930	WALKER CONSTRUCTION INC		718,781.96	
80084931	GWP HOLDINGS LLC	3,490.56		
80084932	WINGFOOT COMMERCIAL TIRE	32,976.22		
80084933	WISS, JANNEY, ELSTNER ASSC I		38,690.48	
80084934	XO COMMUNICATIONS INC	6,711.36		
80084935	MELYNDA K HARMON		35.36	
80084936	LARRY B HUGHES		33.64	
80084937	ACTION MATERIALS	3,828.33		
80084938	ADVANCED INFRASTRUCTURE	8,886.24		

80084939	AIRGAS SPECIALTY PRODUCTS IN	7,718.40	
80084940	NORTHWEST INDUSTRIAL SERVICE	477.59	
80084941	ARAMARK UNIFORM SERVICES	57.53	
80084942	AVISTA UTILITIES	19,767.91	
80084943	BACON CONCRETE INC	23,289.00	
80084944	BANNER FURNACE & FUEL	117.61	
80084945	BIG SKY INDUSTRIAL/DIV OF	2,366.87	
80084946	C & C YARD CARE	849.43	
80084947	CASCADE COLUMBIA DISTRIBUTIO	285.76	
80084948	CINTAS CORPORATION NO 3	484.12	
80084949	COMCAST	435.42	
80084950	COPIERS NORTHWEST INC	674.32	
80084951	CORE & MAIN LP	25,687.81	
80084952	DITCHES UNLIMITED INC		3,513.64
80084953	DIVCO INC	256.59	1,043.31
80084954	EYEMART EXPRESS LLC	334.90	
80084955	FASTENAL CO	3,397.23	
80084956	GORLEY LOGISTICS LLC	123.11	
80084957	FIRE SYSTEMS WEST INC	460.00	
80084958	GENERAL FIRE EXTINGUISHER	377.76	
80084959	GREENMARK ENTERPRISES LLC	867.90	
80084960	HASKINS STEEL CO INC	552.34	
80084961	HELFRICH BROTHERS BOILER WOR	3,707.57	
80084962	CPM DEVELOPMENT CORP DBA	34,361.13	
80084963	INLAND ENVIRONMENTAL RESOURC	13,569.09	
80084964	INLAND POWER & LIGHT CO	97.40	
80084965	KEMIRA WATER SOLUTIONS INC	34,528.56	
80084966	KNIGHT CONSTRUCTION &	5,707.96	
80084967	LINN MACHINE & MFG	7,621.17	
80084968	LSB CONSULTING ENGINEERS PLL	23,534.40	
80084969	NORCO INC	309.71	
80084970	NORTHSTAR CHEMICAL INC	6,125.41	
80084971	ONLINE CLEANING SERVICES	46,671.88	
80084972	OXARC INC		382.24
80084973	PETE LIEN & SONS INC	7,883.78	
80084974	PREMERA BLUE CROSS OR	251,578.93	
80084975	PRESSURE PRO INC		653.40
80084976	SAMSON ENGINEERING AND	676.43	
80084977	SITEONE LANDSCAPE SUPPLY LLC	19.14	
80084978	SPOKANE COUNTY TREASURER	131,828.88	
80084979	LARIVIERE INC	428,430.20	
80084980	TESTAMERICA LABORATORIES INC	806.00	
80084981	VERIZON WIRELESS	693.42	
80084982	WA STATE DEPT OF ECOLOGY	1,371,752.22	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084983	ABB INC	44,800.00		
80084984	NORTHWEST INDUSTRIAL SERVICE	110.00		
80084985	AVISTA UTILITIES	64.14		
80084986	BACON CONCRETE INC	2,400.00		
80084987	BARR-TECH LLC	99,923.55		
80084988	THE FA BARTLETT TREE EXPERT	601.13		
80084989	SPOKANE FIRE FIGHTERS BENEFI	17,388.35		
80084990	BROOKS APPLIED LABS LLC	1,340.00		
80084991	CINTAS CORPORATION NO 3	597.94		
80084992	COPIERS NORTHWEST INC			514.74
80084993	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80084994	CORE & MAIN LP	1,116.47		
80084995	DELTA DENTAL OF WASHINGTON	30,939.54		

80084996	DESAUTEL HEGE COMMUNICATIONS		7,196.21
80084997	DIGNITARY PROTECTION TEAM FU	120.00	
80084998	EDU MEMBERSHIP FUND	20.00	
80084999	FASTENAL CO	1,502.06	
80085000	FEDERAL EXPRESS CORP/DBA FED	866.28	
80085001	FERGUSON ENTERPRISES INC	6,937.79	
80085002	FIREPOWER INC		506.39
80085003	FIBER MARKETING INTERNATIONAL		3,578.45
80085004	POLICE GUILD LEGAL DEFENSE	630.00	
80085005	H D FOWLER COMPANY	1,351.75	
80085006	HASKINS STEEL CO INC	265.16	
80085007	HYAS GROUP LLC	31,950.00	
80085008	HYDRAULICS PLUS INC	2,955.01	
80085009	INLAND ENVIRONMENTAL RESOURC	13,626.82	
80085010	INT'L ASSN OF FIREFIGHTERS/	52,335.80	
80085011	JOHNSON CONTROLS FIRE	155.73	
80085012	KAISER FOUNDATION HEALTH PLA	114,516.65	
80085013	LT & CAPT ASSOCIATION	1,740.00	
80085014	LTS & CPTS LEGAL DEFENSE FUN	42.00	
80085015	M & P ASSOCIATION	2,684.37	
80085016	MARTIN LUTHER KING JR FAMILY		3,483.33
80085017	MCKINSTRY CO LLC	1,151.08	
80085018	MID CITY CONCERNS INC		1,543.75
80085019	NALCO CO	5,370.95	
80085020	NORCO INC	310.72	
80085021	NORTHEAST YOUTH CENTER		11,628.17
80085022	PATRIOT FIRE PROTECTION INC	1,824.08	
80085023	SPOKANE POLICE GUILD	21,104.77	
80085024	REHN & ASSOCIATES	18,207.92	
80085025	BRANDSAFWAY SERVICES INC	2,011.80	
80085026	SPOKANE POLICE BENEFIT ASSOC	787.50	
80085027	SPOKANE POLICE CHAPLAIN	3,179.50	
80085028	SPOKANE POLICE K-9 MEMBERSHI	105.00	
80085029	SPOKANE POLICE GUILD FRATERN	838.17	
80085030	SPOKANE PRO CARE INC	346.31	
80085031	SPRAGUE PEST CONTROL/DIV OF		269.52
80085032	SPOKANE POLICE SWAT TEAM	400.00	
80085033	SPOKANE POLICE TACTICAL TEAM	312.00	
80085034	TESTAMERICA LABORATORIES INC	289.50	
80085035	ULUPALAKUA RANCH INC		

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CITY OF SPOKANE

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80085036	UNITED WAY	529.95		
80085037	US BANK TRUST NA	832,513.70		
80085038	WA ST COUNCIL OF CITY & COUN	27,252.42		
80085039	WESTERN STATES EQUIPMENT CO	7,429.15		
80085040	WESTERN STATES AUTOMATION LL	9,245.61		
80085041	WSF LLC	429.46		
80085042	WHITNEY EQUIPMENT COMPANY IN	6,442.64		
80085043	@WORK SOLUTIONS INC			
		7,616,181.83	862,890.08	46,808.25
				=====
		CITYWIDE TOTAL:		9,538,732.30

## MINUTES OF SPOKANE CITY COUNCIL

Monday, August 24, 2020

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Eighth Updated Proclamation 20-28.8, dated July 31, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through September 1, 2020. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

#### Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Administrator Wes Crago (attending via WebEx) and City Clerk Terri Pfister (attending in Council Chambers) were also present. City Council Policy Advisor Brian McClatchey was absent.

#### Advance Agenda Review

The City Council received an overview from staff on the August 31, 2020, Advance Agenda items.

#### Emergency Ordinance C35930

Upon review of Emergency Ordinance C35930 (increasing Forfeiture budget to be used towards law enforcement equipment), Council President Beggs requested forfeitures be added to a Public Safety Committee Meeting as an update since there are new Council Members and it's been awhile since City Council has received an update.

#### First Amendment/Extension of the Amended Water Supply Agreement with the City of Airway Heights (OPR 1984-0475)

**Motion** by Council Member Mumm, seconded by Council Member Kinnear, **to amend** the Agreement to go back to the original contract extension (year by year extension); **carried unanimously.**

### **Action to Approve August 31, 2020, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the August 31, 2020, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Wilkerson, seconded by Council Member Kinnear, **to approve** the Advance Agenda for Monday, August 31, 2020 (as amended); **carried unanimously**.

## **ADMINISTRATIVE SESSION**

### **Current Agenda Review**

The City Council considered the August 24, 2020, Current Agenda.

Acceptance of Award for the Washington State Department of Commerce Young Adult Component of the new Eviction Rental Assistance Program (OPR 2020-0677)

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to suspend** the Council Rules; **carried unanimously**.

**Motion** by Council Member Stratton, seconded by Council Member Mumm, **to add** OPR 2020-0677—acceptance of award for the Washington State Department of Commerce Young Adult Component of the new Eviction Rental Assistance Program—to the Current Consent Agenda; **carried unanimously**.

### Emergency Ordinance C35928

**Motion** by Council Member Cathcart, seconded by Wilkerson, **to substitute** with revised version of Emergency Ordinance C35928 (filed on August 19, 2020)—amending the zoning map of the City of Spokane's Comprehensive Plan to extend the CC-3 Zoning Overlay in the vicinity of the North Foothills area and declaring an emergency; **carried unanimously**.

## **CONSENT AGENDA**

**Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:**

Acceptance of additional Emergency Solutions Grant –Coronavirus (ESG-CV2) funding from HUD and approval to subaward funds to eligible organizations through the COVID-19 RFP—\$3,362,228. (OPR 2020-0550)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through August 14, 2020, total \$9,504,190.87, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,246,565.80. (CPR 2020-0002)

Acceptance of award for the Washington State Department of Commerce Young Adult Component of the new Eviction Rental Assistance Program-\$668,475. (OPR 2020-0677)

### **Council Recess/Executive Session**

The City Council adjourned at 3:59 p.m. The City Council immediately reconvened in a virtual Executive Session to discuss pending and potential litigation matters. City Attorney Mike Ormsby was present for the Executive Session. At 4:30 p.m., Council President Beggs announced the Executive Session would be extended for 30 minutes. The Executive Session ended at 5:06 p.m. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Roll Call**

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Council Policy Advisor Brian McClatchey (also attending via WebEx) and City Clerk Terri Pfister were also present on the dais in Council Chambers.

There was no **City Administration Report**.

### **PRESENTATION OF AWC CERTIFICATE TO COUNCIL MEMBER MUMM**

Peter King with the Association of Washington Cities presented an Advanced Certificate of Municipal Leadership to Council Member Mumm. He noted Council Member Mumm was recently elected as the Secretary of the AWC Board of Directors and now sits on the AWC Executive Committee.

### **MAYORAL PROCLAMATIONS**

August 26, 2020      Women's Suffrage Centennial Celebration Day

Council Member Mumm read the proclamation. In 1910, with every county in the state voting in favor, Washington was the fifth state in the Union to enact Women's Suffrage or women's voting rights aiding in the inspiration of the national campaign that lead to the creation of the 19<sup>th</sup> Amendment to the Constitution. August 26 of this year marks the 100<sup>th</sup> anniversary of the certification of the 19<sup>th</sup> Amendment into the Constitution of the United States of America. On November 2, 1920, for the first time in history over eight

million women across the U.S. voted in elections. The Women's Suffrage Movement also aided in the launching of supporting additional local and national campaigns to secure voting rights for all citizens, including Native Americans, African Americans, and non-English speaking citizens through the Voting Rights Act in 1965. The City of Spokane strongly supports civic pride and encourages all citizens to be active and involved by voting.

## **COUNCIL COMMITTEE REPORTS**

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

Council President Beggs reported on the PIES Committee meeting held earlier today (August 24, 2020). Minutes of the PIES Committee meetings are filed with the City Clerk's Office and are available for review following approval by the PIES Committee.

## **BOARDS AND COMMISSIONS APPOINTMENTS**

### **Hotel Advisory Commission (CPR 2004-0017) and Spokane Human Rights Commission (CPR 1991-0068)**

**Upon Unanimous Voice Vote (in the affirmative)**, the City Council **approved** (and thereby confirmed) the following reappointments:

- Reappointment of Travis Tramp to the Hotel Advisory Commission for a three-year term, from June 9, 2020 through June 1, 2023.
- Reappointment of Lance Kissler to the Spokane Human Rights Commission for a second term, from June 12, 2020 through December 31, 2023.

There were no **Council Committee Reports**.

**Open Forum** was not held.

## **LEGISLATIVE AGENDA**

There were no **Special Budget Ordinances**.

## **EMERGENCY ORDINANCES**

**For Council action on Emergency Ordinance C35928, see section of minutes under "Hearings."**

## **RESOLUTIONS**

### **Resolution 2020-0060 (Council Sponsor: Council President Beggs)**

Subsequent to an opportunity for public testimony, with no individuals speaking, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2020-0060** recognizing the South University District Subarea Plan.

### **Resolution 2020-0061 (Council Sponsor: Council Member Burke)**

Subsequent to an overview of Resolution 2020-0061 by Council Member Burke, public testimony, and Council commentary, the following action was taken:

**Upon a 6-1 Roll Call Vote (Council Member Cathcart “no”)**, the City Council **adopted Resolution 2020-0061** expressing the City Council's disapproval of the potential use of City funds or City personnel for so-called "killology" training.

## **FINAL READING ORDINANCES**

### **Final Reading Ordinance C35819 (Council Sponsor: Council President Beggs)**

Subsequent to an overview by Eldon Brown of Developer Services and an opportunity for public testimony, with no individuals signed up to speak, and Council inquiry and response by Mr. Brown, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35819** vacating portions of Alameda Ct., in the plat of Crowder's Addition and more particularly described in the (amended) ordinance (as requested by Community Frameworks).

**For Council action on Final Reading Ordinance C35925, see section of minutes under “Hearings.”**

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

## **HEARINGS**

### **Final Reading Ordinance C35925 (Council Sponsor: Council President Beggs)**

The City Council held a hearing on Final Reading Ordinance C35925. Subsequent to a presentation by Christopher Green of Planning, Council inquiry and response by Mr. Green, and the opportunity for public testimony, with no individuals speaking, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35925** amending land use and zoning maps for a 73-acre area within the South University District subarea.

**Emergency Ordinance C35928 (Council Sponsor: Council President Beggs)**

The City Council held a hearing on Emergency Ordinance C35928. Subsequent to a presentation by Tirrell Black of Planning and the opportunity for public testimony, with no individuals speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35928** amending the zoning map of the City of Spokane's Comprehensive Plan to extend the CC-3 Zoning Overlay in the vicinity of the North Foothills area; and declaring an emergency.

**Second Open Forum** was not held.

**ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:23 p.m.

Minutes prepared and submitted for publication in the September 2, 2020, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2020.

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Breean Beggs  
City Council President

## MINUTES OF SPOKANE CITY COUNCIL

Monday, November 30, 2020

### 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 Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Twelfth Updated Proclamation 20-28.12, dated November 10, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through December 7, 2020. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

### Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Mumm joined the meeting at 3:33 p.m. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (via WebEx), City Council Policy Advisor Brian McClatchey (via WebEx), and City Clerk Terri Pfister (Chambers) were also virtually present.

### Advance Agenda Review

The City Council received an overview from staff on the December 7, 2020, Advance Agenda items.

### Action to Approve December 7, 2020, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 7, 2020, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Wilkerson, seconded by Council Member Burke, **to approve** the Advance Agenda for Monday, December 7, 2020, (as amended); **carried unanimously**.

## ADMINISTRATIVE SESSION

### Current Agenda Review

The City Council considered the November 30, 2020, Current Agenda.

Local Area A&E Professional Services Consultant Agreements for 2021-2022 Non-Federal Aid Projects (OPR 2020-0862 / ENG 2021059 and OPR 2020-0863 / ENG 2021059)

**Motion** by Council Member Wilkerson, seconded by Council Member Mumm, **to substitute** agreements (under OPR 2020-0862 and OPR 2020-0863) with updated versions; **carried unanimously**.

Final Reading Ordinance C35982 – Sales and Use Tax

**Motion** by Council Member Wilkerson, seconded by Council Member Stratton, **to substitute** Final Reading Ordinance C35982 (with updated version)—imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and for housing-related supportive services—**carried unanimously**.

Council President Beggs noted this matter will be moved to the last item on the agenda (during the 6:00 p.m. Legislative Session).

Final Reading Ordinance C35987 – Relating to Parks

**Motion** by Council Member Kinneer, seconded by Council Member Wilkerson, **to substitute** Final Reading Ordinance C35987 (with updated version)—relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations—**carried unanimously**.

Final Reading Ordinance C35981 – Expanding the Number of Golf Cart Zones

**Motion** by Council Member Stratton, seconded by Council Member Wilkerson, **to substitute** (with updated version) Final Reading Ordinance C35981—expanding the number of authorized golf cart zones in Spokane—**carried unanimously**.

## CONSENT AGENDA

**Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:**

Purchase from Triangle Pump & Equipment, Inc. (Ridgefield, WA) of vertical turbine replacement pumps and motors for the Parkwater Well Station for the Water Department—\$541,448.48 (incl. tax). (OPR 2020-0854 / BID 5537-020)

Value Blanket Renewal #1 of 2 with NorthStar Chemical (Tacoma WA) for the purchase of Sodium Hydroxide 50% Membrane (caustic soda) for the Waste to Energy Facility from

February 1, 2021 through January 31, 2022—not to exceed \$66,000 (excl. tax). (OPR 2018-0038 / RFB 4418-17)

Value Blanket with WEMCO, Inc. (Spokane, WA) for the as-needed purchase of mechanical OEM parts for the refuse crane system at the Waste to Energy Facility from December 1, 2020 through November 30, 2021—not to exceed \$100,000 (incl. tax). (OPR 2020-0855 / RFQ 5537-020)

Value Blanket Renewal with Action Materials (Cheney, WA) for debris recycling and purchase of recycled materials to be used by the Street, Water, and Wastewater Maintenance departments on an as-needed basis— \$300,000 (incl. tax). (OPR 2016-0688 / BID 4264-16)

Value Blanket Order with Norco (Spokane, WA) for miscellaneous compressed gasses for the various City departments for a five-year period—annual estimated expenditure \$75,000 (incl. tax). (OPR 2020-0858 / IFB 5252-20)

Value Blanket Renewal with Spokane House of Hose, Inc (Spokane, WA) for a Keep Fill system for Hydraulic Hoses and Fittings—estimated expenditure of \$120,000 (incl. tax). (OPR 2020-0859)

Contracts with CompuNet, Inc. (Grangeville, ID) for:

- a. the purchase of Cisco and F5 network hardware, implementation, and one-year maintenance and support—\$88,107.78 (incl. tax). (OPR 2020-0860)
- b. providing Cisco network hardware, one-year maintenance and support and three years licensing, utilizing WA State Contract #01114, NASPO# AR233(14-19)—\$507,550.48 (incl. tax). (OPR 2020-0861)

Contract Renewal with Rogue Heart Media, Inc. (Spokane, WA) for Water Stewardship and Stormwater Media Services—not to exceed \$100,000 (incl. tax). (OPR 2019-0238 / BID 4100-354-2019)

Local Area A&E Professional Services Consultant Agreements for 2021-2022 Non-Federal Aid Projects with:

- a. OAC Services, Inc (Spokane, WA) for Construction Management Services—not to exceed \$400,000. (Various Neighborhoods) (OPR 2020-0862 / ENG 2021059)
- b. Parametrix, Inc. (Spokane, WA) for Construction Management Services—not to exceed \$800,000. (Various Neighborhoods) (OPR 2020-0863 / ENG 2021059)

Contract with Parametrix, Inc. (Spokane, WA) to provide Sewer Lift Station Assessment—\$640,000. (OPR 2020-0864 / ENG 2020062 / RFQ 5288-20)

Consulting Contract with Jacobs Engineering Group (Spokane, WA) to perform a risk assessment study of the City's Wastewater and Stormwater Systems—\$73,458 (excl. tax if applicable). (OPR 2020-0865 / ENG 2017090)

Contract with Northeast Public Development Authority to distribute remaining uncommitted portion of Community Investment Plan funds—100,000. (OPR 2020-0596)

Contract with American Recycling Corporation (Spokane Valley, WA) for the sale of the Waste to Energy Facility metals ash and scrap metals from the tipping floor from January 1, 2021 through December 31, 2021—approximately \$70,000 Revenue. (OPR 2019-1093 / RFP 5176-19)

Contract with Foust Fabrication Co. (Colville, WA) for as-needed, offsite grapple repairs for the Waste to Energy Facility from December 1, 2020 through November 30, 2021—not to exceed \$85,000 annually (excl. tax). (OPR 2020-0866 / ITB 5342-20)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 20, 2020, total \$17,422,987.57 (Check Nos. 575939-576086; ACH Payment Nos. 84361-84597), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$16,474,434.18. (CPR 2020-0002)

City Council Meeting Minutes: November 16 and November 19, 2020. (CPR 2020-0013)

Resolution 2020-0087 setting hearing before the City Council for January 4, 2021, for the vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc. (Council Sponsor: Council President Beggs)

Final Reading Ordinance C35937 for the vacation of various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described in the ordinance (as requested by the Spokane School District to accommodate the NE Middle School). (First Reading held September 21, 2020)

[Clerical Note: By action of the City Council on November 23, 2020, Resolution 2020-0087 and Final Reading Ordinance C35977 (see above) were moved from the 6:00 p.m. Legislative Session to the 3:30 p.m. Briefing Session and the items were considered as part of the Consent Agenda items.]

## **Council Recess/Executive Session**

The City Council adjourned at 3:55 p.m. No Executive Session was held. The City Council reconvened at 6:02 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Roll Call**

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Council Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also virtually present.

### **PROCLAMATIONS**

December 1, 2020                      *World AIDS Day*

Council Member Burke read the proclamation. No individuals were virtually present to receive the proclamation. COVID-19 has devastated communities worldwide and has remained in the spotlight since late last year. We must not forget about HIV/AIDS, which is a pandemic that has been raging for about 30 years and remains one of the deadliest infectious diseases in the history. The City of Spokane recognizes that more than 38 million people are living with HIV worldwide. Although, we have made great strides in the fight against HIV and AIDS, we still have a long way to go in guaranteeing prevention and treatment for all people and ensuring that everyone has the ability to obtain life-saving medicines regardless of their economic standing. The proclamation asks citizens to join in pledging to help end this pandemic in our lifetime.

There was no **City Administration Report**.

There were no **Council Committee Reports**.

**Open Forum** was not held.

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

**Special Budget Ordinance C35988 (Council Sponsor: Council Member Mumm)**

After public testimony from one individual and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C35988** amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Undesignated Reserves, \$132,000;

TO: Allocations - Operating Transfer to Intermodal, same amount;

and

Intermodal Fund

FROM: Transfer from General Fund, \$132,000;

TO: Alarm/Security Services, same amount.

(This action provides additional dollars from the General Fund in the amount of \$132,000 to the Intermodal Building Repairs and Maintenance budget line, providing operating revenue of \$132,000 for the remainder of 2020.)

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

### **Resolution 2020-0086 (Council Sponsor: Council President Beggs)**

After an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Cathcart “no”)**, the City Council **adopted Resolution 2020-0086** amending the City of Spokane’s legislative agenda for the 2021 state legislative session.

**For Council action on Resolution 2020-0087, see section of minutes under 3:30 p.m. Administrative Session.**

## **FINAL READING ORDINANCES**

### **Final Reading Ordinance C35962 and C35963 (Deferred from November 9, 2020, Agenda) (Council Sponsor: Council President Beggs)**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Vote**, the City Council **passed** the following Final Reading Ordinances:

- **Final Reading Ordinance C35962** relating to the rates of Wastewater and Sewer public utilities and services, amending SMC Sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to Chapter 13.03 of the Spokane Municipal Code; repealing sections SMC 13.03.1014, and 13.03.1016, and setting an effective date.
- **Final Reading Ordinance C35963** relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal Code; and setting an effective date.

**For Council action on Final Reading Ordinance C35937, see section of minutes under 3:30 p.m. Administrative Session.**

**Final Reading Ordinance C35981 (Council Sponsor: Council Member Mumm)**

After receiving an overview of Ordinance C35981 by Council Member Mumm, the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Mumm “no”), the City Council passed Final Reading Ordinance C35981** (as substituted during the 3:30 p.m. Administrative Session) expanding the number of authorized golf cart zones in Spokane; amending sections 16A.63.010, 16A.63.020, and 16A.63.030 of the Spokane Municipal Code.

**For Council action on Final Reading Ordinance C35982, see section of minutes following “Hearings.”**

**For Council action on Final Reading Ordinances C35983, C35984, C35985, and C35986, see section of minutes under “Hearings.”**

**Final Reading Ordinance C35987 (Council Sponsor: Council Member Kinneer)**

After an introduction and overview of Final Reading Ordinance C35987 by Council Member Kinneer and City staff, public testimony, and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Burke “no”), the City Council passed Final Reading Ordinance C35987** (as substituted during the 3:30 p.m. Administrative Session) relating to Parks; amending Section

12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

### **FIRST READING ORDINANCES**

**The following ordinances were read for the First Time, with Further Action Deferred:**

- ORD C35989** Relating to the fire code; amending SMC sections 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.090, 17F.080.110, 17F.080.270, 17F.080.320, 17F.080.370, 17F.080.380, 17F.080.390 17F.080.410, 17F.080.455 and 17F.080.480. (Council Sponsor: Council Member Kinnear)
- ORD C35990** Approving and confirming the 2021 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC.
- ORD C35991** Approving and confirming the 2021 Assessments and Assessment Roll for the Downtown Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC.

There were no **Special Considerations**.

### **HEARINGS**

#### **Hearing on Ordinances Relating to Revisions to the City's Design Standards and Street Development Standards (Final Reading Ordinances C35983 through C35986 (Council Sponsor: Council President Beggs))**

The City Council held a hearing on Final Reading Ordinances C35983 through C35986. After an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed** the following:

- **Final Reading Ordinance C35983** relating to Design Standards; amending SMC sections 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.130, 17A.020.160, 17A.020.190 and 17A.020.200 of the Spokane Municipal Code.

- **Final Reading Ordinance C35984** relating to Street Development Standards for the Unified Development Code; amending sections 17C.200.050, 12.01.010, and 12.02.0202 of the Spokane Municipal Code.
- **Final Reading Ordinance C35985** relating to Design Standards, amending SMC sections 17H.010.030, 17H.010.050, 17H.010.060, 17H.010.070, 17H.010.120, 17H.010.140, 17H.010.160, 17H.010.180, 17H.010.190, 17H.010.200, 17H.010.210, 17H.010.220, 17H.010.230, 17H.010.240, 17H.010.250 and 17H.010.260 of the Spokane Municipal Code.
- **Final Reading Ordinance C35986** revising the Design Standards Chapter 3 – Streets, Alleys, and Bikeways for the City of Spokane (and rescinding the Clear Zone Policy No. 0370-0804 included in Appendix F of the Design Standards).

#### **FINAL READING ORDINANCES (Continued)**

##### **Final Reading Ordinance C35982 (Council Sponsors: Council Members Wilkerson, Stratton, and Burke)**

Council President Beggs noted a substituted version of Final Reading Ordinance C35982 was approved at the 3:30 p.m. Administrative Session. He noted there is another proposed substitute of the ordinance which would delay implementation of the ordinance for one quarter and not put it into effect if the City identified and started implementing an alternative funding source of equivalent funds. He requested a motion to make a second substitution with the newest revised version of the ordinance. After Council discussion and commentary was held, the following action was taken:

**Motion** by Council Member Wilkerson, seconded by Council Member Mumm, **to substitute** (with the newest revised version of the ordinance); **carried 4-3 (Council Members Burke, Cathcart, and Stratton voting “no”)**.

Considerable public testimony was received, and further Council commentary held, after which the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Cathcart “no”), the City Council passed Final Reading Ordinance C35982** (as substituted) imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and for housing-related supportive services; and enacting a new chapter 07.08C of the Spokane Municipal Code.

**ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 9:19 p.m.

Minutes prepared and submitted for publication in the December 9, 2020, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2020.

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Breean Beggs  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, December 3, 2020**

A regularly scheduled Study Session of the Spokane City Council was held virtually via Webex on the above date at 11:04 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs and Council Members Burke, Mumm, Stratton, and Wilkerson were present. Council Members Cathcart and Kinnear were absent. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

Pursuant to Governor Jay Inslee's Eleventh Updated Proclamation 20-28.11, on October 2, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through December 7, 2020.

The purpose of the meeting was to hold discussion on the following topics:

- Tier 2 State Legislative Agenda Items
- Young Adult Shelter Resolution
- Fluoride RFP Resolution
- OPO/OPOC Training Waiver Resolution

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 11:48 p.m.

Minutes prepared and submitted for publication in the December 16, 2020, issue of the Official Gazette.

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2020.

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Breean Beggs  
City Council President

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

12/14/2020

<u>Date Rec'd</u>	12/10/2020
<u>Clerk's File #</u>	OPR 2020-0923
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	MICHAEL ORMSBY 6287
<u>Contact E-Mail</u>	MORMSBY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	INTERLOCAL AGREEMENT WITH SREC FOR CCB BUILDING OPERATIONS

**Agenda Wording**

Interlocal Agreement with SREC for CCB Building Operations. SREC stood up operations on July 1, 2019. SREC is housed in Combined Communications Facility on the Fire Campus adjacent to Spokane Community College in a facility owned by the City.

**Summary (Background)**

Other users of the CCD include City and County IT and City Fire and Police Dispatch. The parties worked together to identify the percentage of space each entity uses and the expenses to operate the facility that would be split with each entity based upon their percentage of use of the CCB. The ILA also sets forth operational protocols for the Facility.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue \$ 328,390.91 in 2020		# TBD
Revenue \$ 313,787.17 in 2021		# TBD
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	<b><u>Study Session\Other</u></b>
SCHAEFFER, BRIAN	1/6/20, 2/17/20, 8/10/20, 9/14/20, and 10/19/20
<b><u>Division Director</u></b>	<b><u>Council Sponsor</u></b>
SCHAEFFER, BRIAN	Lori Kinnear
<b><u>Finance</u></b>	<u>Distribution List</u>
HUGHES, MICHELLE	
<b><u>Legal</u></b>	
PICCOLO, MIKE	Lori.Markham@srec911.org
<b><u>For the Mayor</u></b>	
ORMSBY, MICHAEL	laura@mcaloon-law.com
<u>Additional Approvals</u>	MMCCCLAIN@SpokaneCounty.org
<b><u>Purchasing</u></b>	jatwood@spokanecity.org
	bschaeffer@spokanecity.org
	mormsby@spokanecity.org
	twallace@spokanecity.org

Return to:  
City Clerk for City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201

City Clerk's No. 2020-0923

INTERLOCAL COOPERATION AGREEMENT  
COMBINED COMMUNICATIONS BUILDING OPERATIONS

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, among the CITY OF SPOKANE, Washington (the "City") on behalf of its Fire and Police Department's dispatch operations and the City of Spokane ITSD Department, the COUNTY OF SPOKANE, Washington (the "County") on behalf of its IT Department, and Spokane Regional Emergency Communications (the "SREC"), jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act (chapter 39.34 RCW) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities; and

WHEREAS, the County, pursuant to RCW 36.32.120(6), has the care of county property and the management of county funds and of the business of the County; and

WHEREAS, the City, pursuant to RCW 35.22.280(3), has the power to control the finances and property of the City; and

WHEREAS the Board of County Commissioners (the "Board"), by Resolution No. 00-0875, adopted on October 10, 2000, found that the health, welfare and safety of the County's residents would be furthered by the acquisition, construction, installation, operation and maintenance of a Combined Communications Building (the "CCB"); and

WHEREAS, there was a previous Interlocal Agreement governing the management of the CCB which included the County, the 9-1-1 Board and the City, adopted in 2004;

WHEREAS, both the City and County made significant contributions to the capitol costs of the CCB;

WHEREAS; pursuant to Resolution No. 2018-0245, Spokane County under RCW 35.21.730-759 created Spokane Regional Emergency communications (the "SREC") to

undertake, assist with, and otherwise facilitate the public function of providing an emergency communications and emergency management services, including but not limited to dispatch, and perform any other public function relating to providing such service; and

WHEREAS, the IT Departments of both the City and the County are also using a portion of the CCB as well as City Police and City Fire;

WHEREAS, SREC began offering certain dispatch and related services to Spokane County Fire Districts and the Spokane County Sheriff's Office (the "Services") on or about July 1, 2019; and

WHEREAS, these Services are provided utilizing the CCB, all Parties to this Agreement agree they should pay a pro-rata share of CCB expenses as it relates to their use of the CCB facility;

Now, Therefore,

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understandings regarding the ownership, administration, management, on-going operations and payment for lease and services of the CCB. For the purpose of this Agreement, the terminology CCB shall mean that building and all property associated therewith, including parking, located at 1620 N. Rebecca Street, Spokane, Washington 99217.
2. OWNERSHIP. The City will continue to own the building housing the CCB, however there will be no lease cost to the Parties throughout the term of this Agreement.
3. PREMISES. The City agrees that the Parties will occupy space in the CCB based on their proportion of occupancy and use costs as agreed by the Parties and as set forth in Section 7A in this Agreement
4. ADMINISTRATION/ MANAGEMENT.
  - A. Management of each operational function and area within the CCB is the responsibility of the Party occupying that space.
  - B. The City Fire Chief will be responsible for the administration of this Agreement and ensuring that the adopted policies of the Site Council are implemented in an effective and timely manner.
  - C. A Site Manager will be assigned by the City Fire Chief. The Site Manager will be responsible for the management and maintenance of the CCB's building and grounds. The Site Manager will work directly with the division

heads from each of the Parties to ensure that policy, procedures, training and maintenance are carried out and that coordination of activities occurs to maintain appropriate standards. The cost of the time the Site Manager spends on these duties will be shared among the Parties and will be included in the annual budget for the CCB and shared among the Parties as provided for in Section 7A hereinafter.

- D. Each Party will commit staff to develop, with the other Parties, a building operations procedure manual that will be followed by all personnel working in the building. A draft manual is to be completed and submitted to the City Fire Chief within six (6) months of all Parties occupying the building. The final manual shall be jointly approved by the City Fire Chief and the Site Council.

## 5. SITE COUNCIL.

- A. Creation. There is hereby created a Site Council which shall provide oversight, review and direction to the Parties regarding the budget and operations of the CCB.
- B. Makeup/Operation.
  - 1) The Site Council will consist of the City Fire Chief, the City Police Chief, the SREC Director and a representative from both the City of Spokane IT Dept and Spokane County IT Dept.
  - 2) The City Fire Chief and City Police Chief will have a single vote combined. Either may cast their combined vote and they shall separately determine how their combined vote will be cast. All other Site Council representatives will have one (1) vote each.
  - 3) The Site Council will be provided staff assistance by the City or the SREC staff as necessary. Reimbursement for staff assistance shall be based solely on their hourly rate of pay plus the employer's cost of benefits based on the percentage amounts set forth in Section 7A. There shall be no reimbursement for direct and/or indirect costs associated with staff assistance.
  - 4) The Site Council will meet as necessary, but not less than one (1) time per year. The Site Council will determine its own meeting schedule.
  - 5) The Site Council must have a quorum to meet. A quorum shall be three representatives eligible to vote; provided City Fire Chief and City Police Chief will constitute a single representative for purposes of determining a quorum.

C. Site Council Responsibility.

- 1) The Site Council will evaluate the types and levels of services being provided to the building.
- 2) The Site Council will have responsibility for reviewing and approving the budget for the maintenance/ operational and capital construction costs for the CCB. Provided, however, any capital improvement costing more than \$50,000 must be unanimously approved by the Site Council. The Parties understand this initial Agreement is for two years and that any renewal of the Agreement will require a discussion of the long-term capital needs for the CCB and the allocation of the payment for those capital expenses. The Parties agree to meet one hundred twenty (120) days prior to the end of the initial term to discuss potential renewal of this Agreement and the basis for and amount of any charges going forward. Additionally, the Site Council must approve any indirect charge/ cost that will be requested for reimbursement, as a part of the budget approval process.
- 3) The Site Council may establish a process, which may include financial penalty, to ensure compliance with building policy and procedures by the Parties residing within the CCB.

6. MAINTENANCE/OPERATION.

- A. The Site Manager will be responsible for obtaining operational and maintenance services for the CCB, including:
- 1) Utilities - telephone service (not associated with 911 systems, switches, or other equipment), gas, water, electric, sewer, solid waste, aquifer protection, storm water and other similar services.
  - 2) Site Maintenance - lawn care, lawn sprinkler care, snow removal, private road and parking lot repair/ maintenance, including fencing, and other similar services.
  - 3) Operational and Building Maintenance - janitorial, HVAC, detection / protection / security systems testing and maintenance, property insurance coverage for building, emergency power facilities / features including generator / UPS / battery backup and general building condition.
- B. The Site Manager is not responsible for any equipment associated with the direct operation of any party (e.g., Enhanced 911 system, radios, consoles, CAD systems).

7. BUDGET/FINANCE/COSTS.

- A. Costs. Commencing effective July 1, 2019, all maintenance/operational and building and site capital costs, including insurance, will be allocated and paid by the Parties based on the square footage of their dedicated and shared space within the building. The percentage allocations are as follows:

Spokane Fire =	11.5%
Spokane Police =	14.7%
SREC =	71.8%
City of Spokane IT =	1.0%
Spokane County IT=	<u>1.0%</u>
Total =	100.0%

These percentages are based on the actual square footage calculations of spaces occupied. IT space has been approximated based on server-rack footprints.

These percentages will remain in place until there are changes to the space allocation for a Party that would substantially change the percentages. The Site Council will approve any change in the percentages.

- B. Budgeting – Special Revenue Fund. The CCB will be operated as a separate Special Revenue Fund within the City's budgeting structure. All non-retroactive payments to the City for CCB services will be deposited in this Fund and CCB expenditures will be made from this Fund. The monies in this fund will be held by the City for the sole purposes of maintaining and operating the CCB so long as the CCB is used for the purpose intended. In the event the CCB is not used for the purpose intended, any money in the Fund will be returned to the Parties based on their proportionate payment into the Fund. The City may not borrow any moneys from this fund without prior approval from the Site Council. By its very nature, this Special Revenue Fund is a rollover fund through which all reserve, cash carryover and unencumbered funds from one fiscal year will carry over to the next fiscal year. The Site Manager is responsible for managing this Fund within the policy direction established by the Site Council.
- C. Audit. The Site Council or any party to this Agreement may call for an audit of the Special Revenue Fund at any time. Cost of the audit requested by the Site Council will be borne by the Parties on the same percentage basis as set forth in Section 7A herein above. Cost of an audit requested by a Party to this Agreement shall be borne by that Party.

D. Accounting. All accounting of revenue and expenditures of the CCB will be through the City Accounting Department using generally accepted accounting principles. Any capital replacement cost will be determined by the Site Council and depreciated over its expected useful life. These amortized costs will be shared based on each Party's payment percentage.

E. Billing/Payments:

1) Annual Charges. Each year by December 1<sup>st</sup>, the Site Manager will provide to the Site Council, for its consideration, the expected annual charges for each Party for the next calendar year. This estimated cost would be based on previous years' experience plus any additional charges approved by the Site Council. For the time period of July 1, 2019, through November 30, 2020, the Site Manager will compile the actual expenses and share those with the Site Council for approval and payment. The Site Manager has compiled the expenses for this time period and determined them to be \$451,086.40 of which \$323,880.04 is allocated to SREC; \$66,309.71 is allocated to City Police; \$51,874.94 is allocated to Fire Dispatch; \$4,510.87 is allocated to City IT and \$4,510.87 is allocated to Spokane County IT. SREC and the County will remit these amounts to the City within thirty (30) days of the execution of the Agreement. Adjustments (either refunds to those who overpaid or additional payments by those who may have underpaid) will be promptly remitted.

For the time period of December 1, 2020 through December 31, 2021, the Site Manager has compiled estimated expenses for the CCB to be \$313,787.17. These costs will be allocated to the Parties based on the percentages set forth in Section 7A herein.

2) Billing. Each Party will be billed the annual contract amount which is to be paid to the City no later than March 1<sup>st</sup> of each year, beginning in 2021. The annual contract amount shall be based on the budget amount approved by the Site Council. By April 15<sup>th</sup> of each year the Site Manager will reconcile the actual expenses incurred by the City against the payments received from the Parties to this Agreement for the previous year. Each Party will then either be billed for the pro-rata amount of excess expenses or be provided refunds for overpayment. If costs are projected to be exceed the budgeted amount, resulting in a potential billing in the next year for excess costs, the City will inform the Site Council of such event as soon as reasonably known.

3) Dispute Resolution. Any Party may appeal its annual charge. Any appeal shall be in writing and shall be received by the chairperson of the Site Council within ten (10) working days of the Party's receipt of its annual billing. Upon receipt of the appeal, the Site Council chairman shall

convene the Site Council to consider the appeal. The Party appealing the annual charge shall be afforded an opportunity to personally appear through its representative in front of the Site Council to address its appeal. The Site Council shall issue a written decision on the appeal. The appealing member of the Site Council shall not participate in his/its appeal. The written decision of the Site Council shall be binding on the appealing Party.

8. INSURANCE. The Site Manager shall ensure that the City obtains and keeps in force property insurance for the replacement cost of the building. Each Party shall be responsible for its own comparative negligence, property damage covering its personal contents and equipment, business interruption, Worker's Compensation (if appropriate), general liability, automobile liability.

9. LIABILITY.

A. Each Party shall defend, indemnify and hold harmless the other parties from any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the indemnified Party, its officers, employee and agents in connection with this Agreement.

B. Each Party waives immunity under Title 51 RCW solely as to the other Parties. The Parties have specifically negotiated this provision.

10. TERM. The initial term of this Agreement shall be thirty (30) months, or until December 31, 2021, renewable for additional periods as agreed among the Parties.

11. TERMINATION. Any Party may otherwise terminate its participation in this Agreement at any time with one hundred eighty (180) days advanced written notice to the other Parties.

12. NOTICES. All notices shall be in writing and served either personally or by certified mail, postage prepaid, return receipt requested to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

► City: Mayor of the City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Blvd  
Spokane, Washington 99201

City Clerk, City of Spokane  
Fifth Floor, City Hall Blvd  
808 West Spokane Falls Blvd  
Spokane, Washington 99201

► County: Spokane County IT  
1100 West Mallon Avenue  
Spokane, Washington 99260-0300

Spokane County Clerk of the  
Board of Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260-0100

► SREC  
1620 N. Rebecca Street  
Spokane, Washington 99217

13. NO SEPARATE ENTITY CREATED. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

14. FILING OF THIS AGREEMENT. The City shall cause this Agreement to be filed with the Spokane County Auditor.

15. PROPERTY UPON TERMINATION. Title to all property acquired by a Party under this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

16. AMENDMENTS. This Agreement may be amended at any time by mutual Agreement of all Parties executed with the same formalities as the present Agreement.

17. SEVERABILITY. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

18. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

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

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

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

22. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

**COUNTY OF SPOKANE.**

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

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

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Clerk of the Board

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

**SPOKANE REGIONAL EMERGENCY  
COMMUNICATIONS**

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

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

\_\_\_\_\_  
Title

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

12/14/2020

Date Rec'd

12/1/2020

Clerk's File #

ORD C35996

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

BRIAN SCHAEFFER X7001

Project #Contact E-Mail

BSCHAEFFER@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1970 SBO FOR 2020 WILDLAND FIRE MOBILIZATIONS

Agenda Wording

Amending Ordinance C-35857 for additional appropriations related to the 2020 mobilization season.

Summary (Background)

This SBO establishes the necessary additional budget for resources utilized during the 2020 wildland fire season. The increases in overtime, equipment, and travel budgets are reimbursable costs through WSP, DNR, and/or the US Forest Service. NOTE: SBO reflects \$51,000 in additional costs related to the Cameron Peak fire in Colorado. One firefighter is still on scene so final costs are not yet known. These costs were not included in the SBO to be presented at the PSCHC meeting.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 334,262

# 1970-35126-22200-5\*\*\*\*-99999

Revenue \$ (334,262)

# 1970-35126-99999-34221-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session\Other

12/07/20 PSCHC

Division Director

SCHAEFFER, BRIAN

Council Sponsor

Lori Kinnear

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

bschaeffer@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tmwilliams@spokanecity.org

Additional Approvals

joberg@spokanecity.org

Purchasing

kbustos@spokanecity.org

BUDGET

INGIOSI, PAUL

fireaccounting@spokanecity.org

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	Mobilization SBO
<b>Date:</b>	12/07/2020
<b>Contact (email &amp; phone):</b>	Brian Schaeffer (X7001), <a href="mailto:bschaeffer@spokanecity.org">bschaeffer@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve budget ordinance related to 2020 mobilization expenses.
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>SFD responded to 15 wildland fires this season compared to 4 last year. This year's average fire cost (based on reimbursable salaries/benefits, equipment, and travel costs) was \$25,000 compared to an average cost of \$14,000 in 2019.</p> <p>Generally, SFD budgets about \$200k for its mobilization program with the understanding that an SBO may be needed later in the year once the actual costs are known.</p>	
<p><b>Executive Summary:</b></p> <p>Additional budget authority is needed to recognize the impacts of the 2020 wildland fire season. Estimated actual expenses exceeded budget by \$297,628—for both Fund 1970 and Fund 1625.</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?      <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></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>	

ORDINANCE NO C35996

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

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

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

The City of Spokane does ordain:

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

**REVENUE:**

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-35126-99999-34221	Fire Protection & EMS	\$334,262

**EXPENSE:**

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-35126-22200-51215	Overtime-Uniform	\$297,386
1970	Fire/EMS Fund	1970-35126-22200-52235	Pension LEOFF 3.5%	\$14,774
1970	Fire/EMS Fund	1970-35126-22200-54401	Airfare	\$2,000
1970	Fire/EMS Fund	1970-35126-22200-54408	Per Diem	\$2,000
1970	Fire/EMS Fund	1970-35126-22200-54407	Lodging	\$4,000
1970	Fire/EMS Fund	1970-35126-22200-53211	Vehicle Repair & Maint Supplies	\$14,102
				\$334,262

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the costs associated with the 2020 fire season, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_

Mayor

Date

---

Effective Date



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	11/23/2020
<b>Clerk's File #</b>	ORD C35997
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	BRIAN SCHAEFFER X7001
<b>Contact E-Mail</b>	BSCHAEFFER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	1625 SBO FOR 2020 WILDLAND FIRE MOBILIZATIONS

**Agenda Wording**

Amending Ordinance C-35857 for additional appropriations related to the 2020 mobilization season.

**Summary (Background)**

This SBO establishes the necessary additional budget for resources utilized during the 2020 wildland fire season. The increases in overtime, equipment, and travel budgets are reimbursable costs through WSP, DNR, and/or the US Forest Service.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 14,366	# 1625-35126-22200-5****-99999
Revenue	\$ (14,366)	# 1625-35126-99999-34221-99999
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	SCHAEFFER, BRIAN
<b><u>Division Director</u></b>	SCHAEFFER, BRIAN
<b><u>Finance</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Additional Approvals**

<b><u>Purchasing</u></b>	
<b><u>BUDGET</u></b>	INGIOSI, PAUL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PSCHC 12/07/2020
<b><u>Council Sponsor</u></b>	Lori Kinnear

**Distribution List**

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tmwilliams@spokanecity.org
joberg@spokanecity.org
kbustos@spokanecity.org
fireaccounting@spokanecity.org

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	Mobilization SBO
<b>Date:</b>	12/07/2020
<b>Contact (email &amp; phone):</b>	Brian Schaeffer (X7001), <a href="mailto:bschaeffer@spokanecity.org">bschaeffer@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve budget ordinance related to 2020 mobilization expenses.
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>SFD responded to 15 wildland fires this season compared to 4 last year. This year's average fire cost (based on reimbursable salaries/benefits, equipment, and travel costs) was \$25,000 compared to an average cost of \$14,000 in 2019.</p> <p>Generally, SFD budgets about \$200k for its mobilization program with the understanding that an SBO may be needed later in the year once the actual costs are known.</p>	
<p><b>Executive Summary:</b></p> <p>Additional budget authority is needed to recognize the impacts of the 2020 wildland fire season. Estimated actual expenses exceeded budget by \$297,628—for both Fund 1970 and Fund 1625.</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?      <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></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>	

ORDINANCE NO. C35997

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

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

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

The City of Spokane does ordain:

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

**REVENUE:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1625	Public Safety Personnel Fund	1625-35126-99999-34221	Fire Protection & EMS	\$14,366

**EXPENSE:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1625	Public Safety Personnel Fund	1625-35126-22200-51215	Overtime-Uniform	\$13,200
1625	Public Safety Personnel Fund	1625-35126-22200-52110	Social Security	\$191
1625	Public Safety Personnel Fund	1625-35126-22200-52230	Pension LEOFF II	\$704
1625	Public Safety Personnel Fund	1625-35126-22200-52235	Pension LEOFF II 3.5%	\$271
				\$14,366

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the costs associated with the 2020 fire season, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

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Mayor

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Date

---

Effective Date



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	12/2/2020
<b>Clerk's File #</b>	RES 2020-0088
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 6714
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - OPO/OPOC 2020 TRAINING WAIVER

**Agenda Wording**

A Resolution regarding the waiver of the required training of the Office of the Police Ombudsman as laid out in section 04.32.070(A) and of the Office of the Police Ombudsman Commission as laid out in section 04.32.150(E)(4) of the SMC.

**Summary (Background)**

This resolution waives the 2020 ride-along training requirement for the OPO and OPOC due to the COVID-19 pandemic.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	ALLERS, HANNAHLEE	<b>Study Session\Other</b> PSCHC - 12/7/20
<b>Division Director</b>		<b>Council Sponsor</b> CP Beggs
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>
<b>Legal</b>	PICCOLO, MIKE	
<b>For the Mayor</b>	ORMSBY, MICHAEL	
<b>Additional Approvals</b>		
<b>Purchasing</b>		

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	OPOO/OPOC Training Waiver Resolution
<b>Date:</b>	Dec. 7, 2020
<b>Contact (email &amp; phone):</b>	Hannahlee Allers – hallers@spokanecity.org
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Filed for Council Consideration on 12/14
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Waives the ride-along training requirement for the OPO and OPOC for 2020 due to the COVID-19 pandemic</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**RESOLUTION NO. 2020-0088**

A Resolution regarding the waiver of the required training of the Office of the Police Ombudsman as laid out in section 04.32.070(A) and of the Office of the Police Ombudsman Commission as laid out in section 04.32.150(E)(4) of the Spokane Municipal Code.

**WHEREAS**, as outlined in SMC 04.32.070(A), the Ombudsman is required to complete two ride-alongs with the Spokane Police Department annually; and

**WHEREAS**, as outlined in SMC 04.32.150(E)(4), members of the Office of the Police Ombudsman Commission (OPOC) are also required to complete annual ride-alongs; and

**WHEREAS**, the COVID-19 pandemic has made participating in this requirement more difficult as it would increase in-person contacts for officers, the Ombudsman, Commissioners, and offenders who may be contacted during the ride-along; and

**WHEREAS**, the OPOC voted 4 to 0 during their December 1, 2020, meeting to waive the Ombudsman's ride-along training requirement for the 2020 calendar year.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council waives the training requirements for the Police Ombudsman and members of the Office of the Police Ombudsman Commission as laid out in section 04.32.070(A) and section 04.32.150(E)(4) of the Spokane Municipal Code for the 2020 calendar year.

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

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	12/2/2020
<b>Clerk's File #</b>	RES 2020-0089
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 6714
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - YOUNG ADULT SHELTER RESOLUTION

**Agenda Wording**

Supporting the City Administration's purchase of an appropriate building to house a standalone shelter for young adults and to request an extension from the Department of Commerce for the funding period in which to do so.

**Summary (Background)**

- Asks the Administration to formally request an extension of the funding from the Department of Commerce;  
and - Resolves that the City should purchase an appropriate property outside the Downtown Core as soon as possible in order to facilitate sheltering young adults facing difficult circumstances.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>	<b>Budget Account</b>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	ALLERS, HANNAHLEE	<b>Study Session\Other</b> 12/3/20
<b>Division Director</b>		<b>Council Sponsor</b> CP Beggs
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>
<b>Legal</b>	PICCOLO, MIKE	
<b>For the Mayor</b>	ORMSBY, MICHAEL	
<b>Additional Approvals</b>		
<b>Purchasing</b>		

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Young Adult Shelter Resolution
<b>Date:</b>	12/3/20
<b>Contact (email &amp; phone):</b>	Hannahlee Allers – <a href="mailto:hallers@spokanecity.org">hallers@spokanecity.org</a>
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Development/Public Safety and Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Filed for Council Consideration on 12/14
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:

The City of Spokane purchased a building at 526 W. Cannon with the intention of remodeling it to use as a standalone young adult shelter, but the Administration changed the use to an all-ages shelter. The Department of Commerce has offered \$2.7 million in funding to the City for the creation and operation of a standalone shelter for young adults, but the Mayor has announced that the Administration would not pursue a standalone shelter within the City, putting the City at risk of losing this funding. There currently does not appear to be any appropriately zoned locations outside the City limits that are sufficiently close to appropriate services.

This funding is necessary to continue forward movement with sheltering our City's residents who are unhoused, especially for vulnerable young adult populations, who face unique circumstances that are often difficult to respond to at an all-ages shelter.

Executive Summary:

- Asks the Administration to formally request an extension of the funding from the Department of Commerce; and
- Resolves that the City should purchase an appropriate property outside the Downtown Core as soon as possible in order to facilitate sheltering young adults facing difficult circumstances.

Budget Impact:

TOTAL COST:

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

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

If new, specify funding source:

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

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:

## RESOLUTION NO. 2020-0089

A Resolution supporting the City's purchase or lease of a standalone shelter for young adults and to request an extension from the Department of Commerce for the funding period in which to do so.

**WHEREAS**, Spokane City/County Continuum of Care ("COC") Board has identified the establishment of a standalone shelter for young adults as a high priority; and

**WHEREAS**, evidence demonstrates that young adults are reluctant to obtain shelter at all-ages, night-by-night shelters and often decline those services even when they have no other available safe shelter; and

**WHEREAS**, evidence further demonstrates that young adults who need but don't seek shelter at all-ages shelters are more vulnerable to human trafficking and other poor outcomes; and

**WHEREAS**, an estimated 40% of homeless youth are LGBTQ and are particularly vulnerable and require unique services; and

**WHEREAS**, evidence demonstrates that young adults who are served at an age-appropriate standalone shelter are more likely to avoid long term chronic homelessness; and

**WHEREAS**, the City and its regional partners selected Volunteers of America as the operator of a new young adult standalone shelter; and

**WHEREAS**, Volunteers of America suggested shelter site locations outside Downtown but within the City of Spokane that could be utilized for providing services to young adults and maximizing their chances of returning to permanent housing; and

**WHEREAS**, the City of Spokane and the City of Spokane Valley are currently working together to find a site or sites; and

**WHEREAS**, the Washington State Department of Commerce (DOC) offered funding in August 2020 of up to \$2.7 million to the City of Spokane if it creates new permanent shelter beds for young adults in the Spokane region; and

**WHEREAS**, the City Council shares and supports the Administration's desire and efforts to establish a fully regional system with Spokane County and the City of Spokane Valley as significant contributors to a distributed system capable of better directing services to meet specialized needs of individuals and families experiencing homelessness to make the experience rare, brief, and non-recurring; and

**WHEREAS**, the zoning within the City of Spokane Valley will not currently accommodate a new shelter until substantial changes have been made, which will require a significant amount of time outside the timing of the available grants for this proposed shelter; and

**WHEREAS**, there is adequate money within the City's SIP loan program to purchase or lease suitable standalone space, for a young adult shelter, which could be repaid with rental payments from the Department of Commerce grant and other funding sources.

**WHEREAS**, during the three-year term of the current DOC grant, the regional partners should work to locate a permanent young adult shelter with dedicated long-term funding within an appropriately rezoned location ideally within the City of Spokane Valley.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council supports a request for an extension from the Department of Commerce solely in order to provide time for the Cities of Spokane and Spokane Valley to purchase or lease a standalone building or buildings dedicated to young adults as recommended by the shelter's proposed operator.

**BE IT ALSO RESOLVED** that the City should promptly purchase or lease an appropriate building or buildings outside of the Downtown Core for the stand-alone young adult shelter as recommended by the proposed operator using SIP loan proceeds, if necessary, that can be repaid with rental payments from the Department of Commerce grant and other funding sources.

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

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	12/2/2020
<b>Clerk's File #</b>	RES 2020-0090
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 6714
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RFP ISSUANCE FOR CITYWIDE FLUORIDE RESOLUTION

**Agenda Wording**

Requesting the issuance of a Request for Proposals for design and feasibility of a Citywide fluoride system.

**Summary (Background)**

- Resolves that the City shall issue an appropriate RFP as soon as practicable; and - States that the City Council will not, except in the case of emergency or threat of critical infrastructure failure, authorize further spending on Capital Improvement Projects for the Water Department until the successful RFP applicant is under contract

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	ALLERS, HANNAHLEE	<b><u>Study Session\Other</u></b>	12/3/20
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	CP Beggs
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	RFP Issuance for Citywide fluoride Resolution
<b>Date:</b>	12/3/20
<b>Contact (email &amp; phone):</b>	Hannahlee Allers – <a href="mailto:hallers@spokanecity.org">hallers@spokanecity.org</a>
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Filed for Council consideration 12/3
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> On Sept. 28, 2020, Mayor Woodward entered the City into a contract with the Arcora Foundation to accept \$4 million to fund the design, construction and operation of a Citywide supplemental fluoride system. Since then, the Administration has put together a plan and timeline for the system design and feasibility, but has not yet issued a Request for Proposals to begin the process.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Resolves that the City shall issue an appropriate RFP as soon as practicable; and</li> <li>States that the City Council will not, except in the case of emergency or threat of critical infrastructure failure, authorize further spending on Capital Improvement Projects for the Water Department until the successful RFP applicant is under contract.</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## **RESOLUTION NO. 2020-0090**

A Resolution requesting the issuance of a Request for Proposals for design and feasibility of a Citywide fluoride system.

**WHEREAS**, Mayor Woodward entered the City into a contract with the Acora Foundation on September 28, 2020, under which the City accepted up to \$4 million for the design, construction, and operation of a system to provide supplemental fluoride to Spokane's municipal water system in order to substantially increase the health of Spokane residents, especially low-income children; and

**WHEREAS**, the Administration has set out a plan and timeline for how the design process and an evaluation of the feasibility of this supplemental fluoride system that first requires the issuance of a Request for Proposal to secure an appropriate consultant or consultants; and

**WHEREAS**, however, the Administration has still not issued the required Request for Proposal even two months after signing the agreement; and

**WHEREAS**, the City Council urgently needs the initial design and feasibility documents that would be produced by the successful applicant to the Request for Proposal; and

**WHEREAS**, the Mayor and the City Council have already obtained a funding source for the design and feasibility documents pursuant to the contract signed by the Mayor, so the feasibility analysis will be done at no cost to rate payers; and

**WHEREAS**, there is no reason to delay getting the design and feasibility documents so that the City Council and other interested parties will have a better understanding of the cost of installing and operating a supplemental fluoridation system; and

**WHEREAS**, obtaining this information is currently the highest priority of the City Council as compared to other capital water system projects.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane shall as soon as practicably possible issue an appropriate Request for Proposals as set out by Integrated Capital Management at the November 23, 2020 Public Infrastructure Environment and Sustainability Committee.

**BE IT ALSO RESOLVED** that the City Council does not authorize any further spending on Water Department Capital Improvement Projects and will not consider them until the successful applicant for the supplemental fluoride consultant is under contract except in cases of emergency or the threat of a critical infrastructure failure.

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

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
12/14/2020

<b>Date Rec'd</b>	11/24/2020
<b>Clerk's File #</b>	ORD C35971
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	PAUL INGIOSI 625-6061
<b>Contact E-Mail</b>	PINGIOSI@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Final Reading Ordinance
<b>Agenda Item Name</b>	0410 - 2021 BUDGET ADOPTION

**Agenda Wording**

Adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2021, providing it shall take effect immediately upon passage.

**Summary (Background)**

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2020.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>	<b>Budget Account</b>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	INGIOSI, PAUL	<b>Study Session\Other</b> Study Sessions - October; Finance Committee - 10/19; Budget Hearing - 11/2
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b> Council President Beggs
<b>Finance</b>	WALLACE, TONYA	<b>Distribution List</b>
<b>Legal</b>	PICCOLO, MIKE	
<b>For the Mayor</b>	ORMSBY, MICHAEL	
<b>Additional Approvals</b>		
<b>Purchasing</b>		

## **ORDINANCE NO. C35971**

An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2020; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2020, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2021 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2021, as set forth in the document attached hereto and entitled, "2021 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2021 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2021 are set forth in summary form

below, and are hereby appropriated for expenditure at the fund level during the year 2021 as set forth in the "2021 Adopted Budget, City of Spokane, Washington."

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
<b>General Fund</b>	<b>\$205,380,654</b>	<b>\$1,665,102</b>	<b>\$207,045,756</b>	<b>\$207,045,756</b>
<b>Special Revenue Funds</b>				
Street Maintenance	27,324,905	-	27,324,905	26,771,053
Code Enforcement	2,077,863	149,296	2,227,159	2,227,159
Library	10,886,174	-	10,886,174	10,684,930
Historic Preservation Incentive	9,180	5,820	15,000	15,000
Pension Contributions (LEOFF)	10,397,066	-	10,397,066	10,397,066
Miscellaneous Grants	935,000	-	935,000	935,000
Domestic Violence Prevention	500	-	500	500
Traffic Calming Measures	4,681,235	-	4,681,235	4,475,882
Urban Forestry Fund	20,000	-	20,000	20,000
Parks And Recreation	23,622,056	-	23,622,056	23,073,375
Under Freeway Parking	168,856	-	168,856	168,642
Parking Meter Revenue Fund	5,121,000	-	5,121,000	5,069,128
Paths And Trails Reserve	134,088	110,312	244,400	244,400
Spokane Regional Emergency Comms	166,976	-	166,976	162,977
Human Services Grants Fund	16,546,838	500,000	17,046,838	17,046,838
Continuum of Care	4,188,363	-	4,188,363	4,188,363
Forfeitures & Contributions (SPD)	400,900	371,850	772,750	772,750
Intermodal Facility Operation	872,254	-	872,254	872,254
Hotel/Motel Tax	4,451,250	6,934	4,458,184	4,458,184
Capital Improvement Program	10	84,040	84,050	84,050
Real Estate Excise Tax	2,745,944	-	2,745,944	1,268,089
Public Safety & Judicial Grants	1,595,486	-	1,595,486	1,577,822
Public Safety Personnel Fund	6,932,500	-	6,932,500	5,297,073
Combined Communications Center	2,642,743	1,000,000	3,642,743	3,642,743
Communications Building M&O	286,965	-	286,965	285,884
Community Development Fund	15,000	17,000	32,000	32,000
Comm Development Block Grants	9,800,000	-	9,800,000	9,800,000
CDBG Revolving Loan Fund	2,410,000	600,000	3,010,000	3,010,000
Misc Comm Develop Grants	31,000	1,729,000	1,760,000	1,760,000
Home Program	3,139,774	-	3,139,774	3,139,774
Home Revolving Loan Fund	380,000	1,000,000	1,380,000	1,380,000
Housing Assistance Program	11,500	170,000	181,500	181,500
Affordable & Supportive Housing Fund	402,274	260,000	662,274	662,274
Hope Acquisition Fund	17,500	550,000	567,500	567,500
Housing Trust Grant Fund	4,500	213,000	217,500	217,500
Rental Rehabilitation Fund	428,000	820,000	1,248,000	1,248,000
Trial Court Improvement Fund	64,608	-	64,608	64,608
Criminal Justice Assistance (Detention)	5,670,000	2,330,120	8,000,120	8,000,120
Financial Partnership Fund	190,000	-	190,000	189,745

Channel Five Equipment Reserve	230,430	120	230,550	230,550
Park Cumulative Reserve	1,057,981	1,097,446	2,155,427	2,155,427
Fire / EMS	56,430,741	-	56,430,741	56,405,741
Defined Contribution Administration	75,000	-	75,000	68,787
VOYA Defined Contribution Administration	27,500	-	27,500	27,500
Transportation Benefit Fund	3,206,971	3,664,537	6,871,508	6,871,508
<b>Debt Service Funds</b>				
GO Bond Redemption	16,428,140	-	16,428,140	16,428,140
Special Assessment Debt	530,000	-	317,834	317,834
Special Assessment Guaranty	2,500	5,500	8,000	8,000
Iron Bridge TIF Debt Service	77,500	23,861	101,361	101,361
University District LRF Debt Service	275,000	-	23,709	23,709
<b>Capital Projects Funds</b>				
Improvement Proj Cost Fund 2001	-	35,196	35,196	35,196
General Capital Improvements	40,000	-	40,000	20,000
Arterial Street	28,283,074	-	28,283,074	24,816,397
Capital Improvements 2015 Park	-	910,000	910,000	910,000
Capital Improvements 1995	-	40,778	40,778	40,778
Capital Improvements 2018 Library	345,441	24,829,066	25,174,507	25,174,507
Kendall Yards TIF	375,500	-	375,500	375,500
West Quadrant TIF	360,500	672,517	1,033,017	1,033,017
University District LRF	73,250	259,532	332,782	332,782
<b>Enterprise Funds</b>				
Water	49,810,213	2,235,701	52,045,914	52,045,914
Water/WW Debt Service	13,547,528	-	13,547,528	13,547,528
Integrated Capital Management	64,580,093	29,294,704	93,874,797	93,874,797
Sewer	63,619,282	3,130,362	66,749,644	66,749,644
Solid Waste Fund	78,451,339	8,921,593	87,372,932	87,372,932
Golf	4,025,270	-	4,025,270	3,750,501
Development Services Center	8,469,961	-	8,469,961	8,196,544
<b>Internal Service Funds</b>				
Fleet Services	14,625,016	-	14,625,016	14,577,349
Fleet Services Equipment Replacement	2,090,232	-	2,090,232	1,554,000
Public Works and Utilities	5,814,447	-	5,814,447	5,774,385
Information Technology (IT)	12,200,437	50,437	12,250,874	12,250,874
IT Capital Replacement	1,381,068	1,038,299	2,419,367	2,419,367
Reprographics	722,482	1,860	724,342	724,342
Purchasing & Stores	887,226	34,406	921,632	921,632
Accounting Services	4,271,989	420,576	4,692,565	4,692,565
My Spokane	1,547,517	1,022	1,548,539	1,548,539
Office of Performance Management	1,670,427	-	1,670,427	1,666,933
Risk Management	2,060,000	3,699,786	5,759,786	5,759,786
Workers' Compensation	5,075,500	1,661,764	6,737,264	6,737,264

Unemployment Compensation	304,000	289,793	593,793	593,793
Employee Benefits	44,727,354	2,305,025	47,032,379	47,032,379
Asset Management Operations	3,158,338	-	3,158,338	3,154,278
Asset Management Capital	9,972,447	242,907	10,215,354	10,215,354
Property Acquisition Police	2,277,921	-	2,277,921	0
Property Acquisition Fire	2,180,096	-	2,180,096	0
<b>Trust and Agency Funds</b>				
Finch Memorial Arboretum	8,000	8,000	16,000	16,000
Employees' Retirement (SERS)	30,424,000	5,964,927	36,388,927	36,388,927
Firefighters' Pension Fund	4,532,066	838,974	5,371,040	5,371,040
Police Pension Fund	4,345,500	99	4,345,599	4,345,599
Building Code Records Management	60,000	-	60,000	60,000
Municipal Court	1,500,100	-	1,500,100	1,500,100
<b>TOTAL FUNDS</b>	<b>\$900,312,339</b>	<b>\$103,261,262</b>	<b>\$1,003,110,144</b>	<b>\$989,257,039</b>

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2021 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council \_\_\_\_\_.

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

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

Approved as to form:

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

# Memo

**To:** Council President Beggs & Council Members  
**From:** Paul Ingiosi, Director of Management and Budget  
**Cc:** Mayor Nadine Woodward  
Scott Simmons, Acting City Administrator  
Tonya Wallace, CFO  
Terri Pfister, City Clerk  
**Date:** December 7, 2020  
**Re:** 2021 Supplemental Budget Recommendations

The following is a list of supplemental budget recommendations representing position reclassifications which were not known when the Mayor's Proposed Budget was submitted. All changes are budget neutral and do not result in an increase in appropriation levels by fund. We respectfully request Council amend the 2021 Proposed Budget to incorporate these items. The proposed amendments are listed by department/fund with the department number shown in parenthesis.

## **GENERAL FUND:**

### **Planning Services (0650)**

Delete one Assistant Urban Designer position (261001) and add one Assistant Planner II position (257036).  
The position was reclassified by Civil Service on 11/19/2020.

Decrease 08490-Temporary/Seasonal by \$9,823.

## **SPECIAL REVENUE FUNDS:**

### **Fire/EMS Fund (1970)**

Delete one Fire Captain position (938024) and add one Fire Lieutenant position (936113).  
The position was reclassified by Civil Service on 10/30/2020.

Increase 59953-Reserve for Budget Adjustment by \$9,601.

## **ENTERPRISE FUNDS:**

### **Development Services Center (4700)**

Delete one Certified Combined Inspector position (312017) and add one Electrical/Mechanical Inspector position (307004).  
The position was downgraded in 2020.

Increase 59951-Reserve for Budget Adjustment by \$40,662.

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

12/14/2020

Date Rec'd	11/16/2020
Clerk's File #	RES 2020-0091
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	OPR 2020-0887
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	TBD
Agenda Item Name	5300 ESRI SMALL MUNICIPAL & COUNTY GOVERNMENT EA		

Agenda Wording

Sole Source Resolution for three (3) year contract with ESRI for the purchase of ESRI Small Municipal and County Government EA Program. Agreement provides City with software updates, unlimited technical support and training. Contract term is January 1, 2021-December 31, 2023.

Summary (Background)

The City relies on Environmental Systems Research Institute, Inc. (ESRI) ArcGIS software to run its Geographic Information System (GIS), including desktop, server, and cloud systems, e.g. databases for storing geographic data, desktop software for analyzing and managing geographic data, web software for publishing maps for staff and the public, and mobile mapping solutions for collecting and retrieving geographic data in the field.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 163,350.00		# 5300-41630-18850-54820 (2021 Budget)
Expense \$ 179,685.00		# 5300-41630-18850-54820 (2022 Budget)
Expense \$ 179,685.00		# 5300-41630-18850-54820 (2023 Budget)
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u> Finance Committee
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Timothy Brazeal - TBrazeal@esri.com

## Briefing Paper

### Finance Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	ESRI Small Municipal and County Government EA Program
<b>Date:</b>	November 16, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Purchase of the ESRI Small Municipal and County Government EA Program  Utilizing Budget Account #5300-41630-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources and Innovative Infrastructure
<b>Deadline:</b>	December 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuous software updates, unlimited technical support, and training opportunities
<b>Background/History:</b> <p>The City relies on Environmental Systems Research Institute, Inc. (ESRI) ArcGIS software to run its Geographic Information System (GIS), including desktop, server, and cloud systems, e.g. databases for storing geographic data, desktop software for analyzing and managing geographic data, web software for publishing maps for staff and the public, and mobile mapping solutions for collecting and retrieving geographic data in the field. The City manages a wide range of geographic data including our infrastructure systems (water, electric, storm and sewer), zoning, land-use, properties, potholes, crimes and road network among others. The City's GIS is tightly integrated into the Cityworks Asset Management System which allows us to perform service requests, analyze our work and to develop plans. The City's GIS is also tightly integrated with other critical business systems including Accela for permitting, 311 for customer service requests and 911 for public safety and emergency services.</p> <p>In previous years there was an Interlocal in place with Spokane County. Spokane County has chosen not to continue with administering the Interlocal. The County chose not to continue with the interlocal agreement so it was not an option for the city. The current cost reflect the population based costs model for the Esri Small Gov EA. Previous year's cost were 150k.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Three (3) Year Contract with Environmental Systems Research Institute, Inc. (ESRI), for the purchase of the ESRI Small Municipal and County Government EA Program. This agreement provides the City with continuous software updates, unlimited technical support, and training opportunities. ESRI is the undisputed market leader in the private and public sectors and is used by most government entities. ESRI is the sole source provider of software maintenance for ESRI products.</li> <li>Requesting \$522,720.00 including tax for this contract. 2021 Cost \$163,350.00, 2022 Cost \$179,685.00, 2023 Cost \$179,685.00</li> <li>Term is January 1, 2021 – December 31, 2023</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source:	

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

SOLE SOURCE RESOLUTION 2020-0091

A RESOLUTION declaring Environmental Systems Research Institute, Inc. (Esri), as owner and manufacturer of all U.S. domestic Small Municipal and County Government Enterprise Agreements, and as the only source that can grant a right to copy and deploy Enterprise Software within the City, as a sole source provider and thus authorizing the City's purchase from Esri, in the amount of \$522,720 including tax, without public bidding.

WHEREAS, the Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy; and

WHEREAS, the City relies on Esri ArcGIS software to run its Geographic Information System (GIS), including desktop, server, and cloud systems; and

WHEREAS, Esri is the only authorized firm that can grant a right to copy and deploy Enterprise Software within the City, and Esri is the only source of maintenance for all Esri software; and

WHEREAS, if this Sole Source is not approved the City's GIS program will not be able to continue to support the City's operational and business needs; and

WHEREAS, the Esri Enterprise Agreements are a fixed cost product that is based on the City's population, therefore the cost is fair and reasonable.

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Esri who owns all Enterprise Agreements and has the sole authority to copy and deploy Enterprise Software, a sole source provider and authorizes its purchase; and

BE IT Further RESOLVED that staff is hereby authorized to enter into a contract with Esri without public bidding at a cost of \$522,720 including sales tax.

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

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

Approved as to form:

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



**City of Spokane**

**CONTRACT**

Title: **PURCHASE OF SMALL GOVERNMENT  
ENTERPRISE LICENSE AGREEMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI)**, whose address is 380 New York Street, Redlands, California 92373-8100, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The City will purchase from Company the ESRI POPULATIONS OF 150,001-250,000 SMALL GOVERNMENT TERM ENTERPRISE LICENSE AGREEMENT in accordance with ESRI's Quote No. Q-411572, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls. Company was deemed a Sole Source Provider.
2. **CONTRACT TERMS.** The Contract shall begin January 1, 2021, and run through December 30, 2023 for the hardware, software, and maintenance support, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **FIVE HUNDRED TWENTY TWO THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$522,720.00)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Except for a sale of all or substantially all of ESRI's assets, neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written

agreement.

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

9. RESERVED.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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.

City will receive prompt written notice of any cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) provided that no such notice is required if Esri buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this Contract. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement,. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. RESERVED.

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

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

14. RESERVED.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company shall provide access to authorized City representatives under appropriate nondisclosure obligations, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

**ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC.**

**CITY OF SPOKANE**

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

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:

Exhibit A – Certificate Regarding Debarment  
Exhibit B – ESRI's Quote No. Q-411572  
Exhibit C – ESRI's MSA

20-205

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

**EXHIBIT B**



November 4, 2020

Mr. Bill Myers  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3333

Dear Bill,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jan Cunningham

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Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 10/30/2020 To: 1/28/2021*

## Quotation # Q-427966

Date: November 4, 2020

Customer # 6742 Contract #

City of Spokane  
GIS Dept  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3333

ATTENTION: Bill Myers  
PHONE: (509) 625-6418  
EMAIL: bmyers@spokanecity.org

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	\$150,000.00	\$150,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 2	\$165,000.00	\$165,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 3	\$165,000.00	\$165,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				

Subtotal: \$480,000.00

Sales Tax: \$42,720.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$522,720.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Jan Cunningham

**Email:**

jcunningham@esri.com

**Phone:**

(909) 793-2853 x4363

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

CUNNINGHAMJ

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



## SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-6)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A**  
**List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager, ArcGIS Data  
 Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup  
 (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
 Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS  
 Spatial Analyst, ArcGIS Engine Geodatabase Update,  
 ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 1,000 ArcGIS Online Viewers  
 1,000 ArcGIS Online Creators  
 110,000 ArcGIS Online Service Credits  
 1,000 ArcGIS Enterprise Creators  
 15 ArcGIS Insights in ArcGIS Enterprise  
 15 ArcGIS Insights in ArcGIS Online  
 200 ArcGIS Tracker for ArcGIS Enterprise  
 200 ArcGIS Tracker for ArcGIS Online  
 7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 7 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>5</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>5</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

CITY OF SPOKANE

(Customer)

By: *William Myers*  
William Myers (Dec 1, 2020 15:33 PST)

Authorized Signature

Printed Name: BILL MYERS

Title: GIS SUPERVISOR

Date: 12/1/2020

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): Q-427966

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.






# Q-427966-20201104-1332

Final Audit Report

2020-12-01

Created:	2020-12-01
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARsv8bg2rO3r1HY9NzIBTCcXzxGvw70pP

## "Q-427966-20201104-1332" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)  
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-  Agreement completed.  
2020-12-01 - 11:33:15 PM GMT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2020

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

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

<b>PRODUCER</b> Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
CN102703377-ESRI-GAWUE-20-21	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Travelers Property Casualty Co. of America <b>INSURER B :</b> The Travelers Indemnity Co Of CT <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> Environmental Systems Research Institute, Inc. 380 New York Street Redlands, CA 92373	<b>NAIC #</b> 25674 25682

## COVERAGES

CERTIFICATE NUMBER:

LOS-002490456-01

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIAB <input checked="" type="checkbox"/> OWNERS/CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6600130P85A	02/15/2020	02/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA9M24983620TEC	02/15/2020	02/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB8J256475	02/15/2020	02/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology Errors & Omissions incl Network Sec. & Privacy			ZPL14T59262 Claims Made Form; Retro Date 7/16/87	02/15/2020	02/15/2021	Each Claim & Aggregate \$ 1,000,000 Deductible \$ 100,000

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

City of Spokane is named as additional insured as respects general liability as their interest may appear, per written contract with the named insured.

## CERTIFICATE HOLDER

CITY OF SPOKANE  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3333

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Jaimie Borgonia

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Revised February 19, 2020  
**IMPORTANT—READ CAREFULLY**

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings until you have agreed to the terms and conditions of the Agreement. If you do not agree to the terms and conditions as stated, click "I do not accept the Master Agreement" below; you may then request a refund of applicable fees paid.

This Master Agreement ("**Agreement**") is between you ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

## 2.0 SOFTWARE AND ONLINE SERVICES

### 2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
  - 1. Customer reproduces and distributes the Software in its entirety;
  - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
  - 3. Customer reproduces all copyright and trademark attributions and notices; and
  - 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

**2.2 License and Subscription Types.** Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

### 2.3 Software Terms of Use.

- a. Customer may
  - 1. Install, access, or store Software and Data on electronic storage device(s);
  - 2. Make archival copies and routine computer backups;
  - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
  - 4. Move Software in the licensed configuration to a replacement computer;
  - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
  - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

### 2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is

using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

**2.5 Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

**a. Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

**b. Value-Added Applications.**

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

**c. Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools.

**2.6 Limited-Use Programs.**

- a. Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping,

facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

### 3.0 DATA

**3.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

### 3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

### 3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. **Business Listing Data.** Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. **Street Data.** Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
  - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  - 2. Synchronized multivehicle routing; or

3. Synchronized route optimization.

- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

**3.4 Supplemental Terms and Conditions for Data.** Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at [www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

## **4.0 MAINTENANCE**

**4.1 US Customers.** Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

**4.2 Customers outside the United States.** Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

## ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Online Services and Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("**Term**").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## **ATTACHMENT B GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### **ARTICLE B.1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
  - 1. Disclosed in source code form to third parties;
  - 2. Licensed to third parties for the purpose of making derivative works; or
  - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### **ARTICLE B.2—TERM AND TERMINATION**

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

## **ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS**

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

### **B.3.4 Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

## ARTICLE B.4—LIMITATION OF LIABILITY

**B.4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

## ARTICLE B.5—INDEMNIFICATIONS

**B.5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

### **B.5.2 Infringement Indemnity.**

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

**B.5.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

**B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.**

## **ARTICLE B.6—INSURANCE**

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

## **ARTICLE B.7—SECURITY AND COMPLIANCE**

**B.7.1 Security.** Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

**B.7.4 Privacy.** Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

## **ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

### **B.8.3 Customer Content.**

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
  - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  - 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

## **ARTICLE B.9—GENERAL PROVISIONS**

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

**B.9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**B.9.4 Restrictions on Solicitation.** Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.  
Attn.: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

 Washington State Department of Revenue

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**Business name:** ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 600-507-186**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 380 NEW YORK ST  
REDLANDS CA 92373-8118**Mailing address:** PO BOX 7661  
REDLANDS CA 92375-0661**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Kirkland General Business - Non-Resident</a>	OBL-0001104			Active	Apr-30-2021	Feb-09-2018
<a href="#">Lacey General Business - Non-Resident</a>	1389			Active	Apr-30-2021	Feb-08-1996
<a href="#">Olympia General Business - Non-Resident</a>	1713			Active	Apr-30-2021	Sep-27-2010
<a href="#">Spokane General Business - Non-Resident</a>				Active	Nov-30-2021	Nov-20-2020



**Governing people****Title**

DANGERMOND, JACK

DANGERMOND, LAURA

**Registered Trade Names****Registered trade names****Status****First issued**ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC

Active

Mar-16-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/23/2020  
11:05:03 AM

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**CITY OF  
SPOKANE**  
808 W Spokane  
Falls Blvd  
Spokane WA  
99201

## **SOLE SOURCE JUSTIFICATION**

Description of Product/Service: ESRI Small Municipal and County Government EA Program

Requisition Number: \_\_\_\_\_

Estimated amount of this purchase: \$ 522,720 (2021 cost \$163,350, 2022 cost \$179,685, 2023 cost \$179,685)

Contract Period January 1, 2021 through December 31, 2023

Department: ITSD Contact Person: Bill Myers Phone: \_\_\_\_\_

Due Date: December 31, 2020 Work must be completed by: December 31, 2020

Date Material/Equipment/Supplies must be delivered by: N/A

Location: City Hall

Date Service must begin by: January 1, 2021

*Please provide the following information in order to document justification of a sole source purchase.*

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

The City relies on Environmental Systems Research Institute, Inc. (ESRI) ArcGIS software to run its Geographic Information System (GIS), including desktop, server, and cloud systems, e.g. databases for storing geographic data, desktop software for analyzing and managing geographic data, web software for publishing maps for staff and the public, and mobile mapping solutions for collecting and retrieving geographic data in the field.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Verified with multiple vendors (SHI, CDWG) that they do not carry ESRI products. We have obtained a letter confirming of sole source.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

Only during the term of the contract.

4. Explain why the price for this product or service is considered to be fair and reasonable.

The Esri Small Gov EA is a fixed cost product that is based on a city's population. Other municipalities in the US with similar population numbers are paying the same contract costs.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

The fixed cost for the product is \$165,000.00 per year. We negotiated a year 1 introductory costs of \$150,000.00 which brings us closer in line with previous yearly costs.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

The City's GIS program will not be able to continue to support the organizations operational and business needs.

Requested Vendor: Environmental Systems Research Institute, Inc. (Esri)  
Vendor's Address: 380 New York Street, Redlands, CA 92373  
Vendor Contact: Jan Cunningham Phone: (909)793-2853 x4363

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

William Myers  
William Myers (Nov 5, 2020 07:06 PST)

Signature of Requestor  
(must be an authorized Department Buyer)

Nov 5, 2020

Date

Michael A. Sloan

Signature of Department Head or Designee

Nov 5, 2020

Date

Carlos Plascencia

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management  
(Required for grant funded purchases)

Date









# Sole Source Justification Form[28212] - Myers Edits

Final Audit Report

2020-11-05

Created:	2020-11-05
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAveU2gaeSRu0vP5556IP4RygSzDRLAZjn

## "Sole Source Justification Form[28212] - Myers Edits" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)  
2020-11-05 - 0:15:43 AM GMT- IP address: 67.185.212.70
-  Document emailed to William Myers (bmyers@spokanecity.org) for signature  
2020-11-05 - 0:17:40 AM GMT
-  Email viewed by William Myers (bmyers@spokanecity.org)  
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-  Document e-signed by William Myers (bmyers@spokanecity.org)  
Signature Date: 2020-11-05 - 3:06:59 PM GMT - Time Source: server- IP address: 69.28.43.174
-  Document emailed to Michael A Sloon (msloon@spokanecity.org) for signature  
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-  Document e-signed by Michael A Sloon (msloon@spokanecity.org)  
Signature Date: 2020-11-05 - 4:12:17 PM GMT - Time Source: server- IP address: 146.112.46.64
-  Agreement completed.  
2020-11-05 - 4:12:17 PM GMT



# Expenditure Control Form

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

**Today's Date:** 11/17/2020    **Type of expenditure:** Goods ☒ Services ☐

**Department:** ITSD - GIS

**Approving Supervisor:** Mike Sloon/Eric Finch

**Amount of Proposed Expenditure:** \$522,720.00 3yr term (2021 \$

**Funding Source:** 5300-41630-188850-54820

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

**Why is this expenditure necessary now?**

The existing contract for Esri software licensing ends 12/31/2020.

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

The City's GIS program will not be able to continue to support the organizations operational and business needs.

**What alternative resources have been considered?**

Verified with multiple vendors (SHI, CDWG) that they do not carry ESRI products. We have obtained a letter confirming of sole source.

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

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three - year agreement that provides access to Esri term license software.

An EA will provide the organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses

**Person Submitting Form/Contact:** Bill Myers

**FINANCE SIGNATURE:**

*Tonya Wallace*

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

Scott Simmons (Dec 1, 2020 12:19 PST)









# Expenditure Control Form Template - Fillable[30035]

Final Audit Report

2020-12-01

Created:	2020-12-01
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT5MRSjYFqGvZ-Pnp86d8iXIESZm00unj

## "Expenditure Control Form Template - Fillable[30035]" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)  
2020-12-01 - 6:41:54 PM GMT- IP address: 67.185.212.70
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2020-12-01 - 6:42:16 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2020-12-01 - 6:49:51 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2020-12-01 - 6:50:00 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature  
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-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)  
2020-12-01 - 8:19:10 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)  
Signature Date: 2020-12-01 - 8:19:44 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2020-12-01 - 8:19:44 PM GMT

## SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)  
380 New York Street  
Redlands, CA 92373



**DATE:** September 11, 2020

**TO:** City of Spokane, WA

**FROM:** Jackie Ricks, Esri Contracts and Legal Services

**RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks  
Contract Coordinator



Contracts & Legal Services Dept.  
380 New York Street  
Redlands, CA 92373  
Voice 909.793.2853 Ext. 1-1990  
[jricks@esri.com](mailto:jricks@esri.com)

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

11/09/2020

**Date Rec'd**

10/29/2020

**Clerk's File #**

ORD C35970

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

COMMUNICATIONS

**Contact Name/Phone**

MARLENE FEIST X6505

**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

0330-CABLE TELEVISION FRANCHISE WITH COMCAST

**Agenda Wording**

Granting a non-exclusive Franchise Agreement to Comcast Cable Communications Mgmt., LLC, to use public rights-of-way and other public places in the City of Spokane for the purpose of providing cable TV services with a variety of terms & conditions.

**Summary (Background)**

Comcast has provided cable television services in the City for some time. The last franchise with the company was entered into in 2005 and continued through November 2017; it had been administratively extended while negotiations continued. Comcast and the City have completed negotiations and present this 10-year non-exclusive cable franchise for approval. The goal is to ensure that our City has modern systems capable of serving future needs of our citizens & businesses.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

DELAY, JOHN

**Study Session\Other**

PIES 7/27/2020 &amp;

**Division Director**

CODDINGTON, BRIAN

**Council Sponsor**

Breean Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mfeist@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jdelay@spokanecity.org

**Additional Approvals**

tszamblen@spokanecity.org

**Purchasing**

terry\_davis@comcast.com

steven\_holmes@cable.comcast.com

brian.grogan@lawmoss.com

# Briefing Paper

## Public Infrastructure, Environment & Sustainability (PIES)

<b>Division &amp; Department:</b>	Communications Department
<b>Subject:</b>	Updated Cable Franchise with Comcast
<b>Date:</b>	10/26/2020
<b>Contact (email &amp; phone):</b>	Marlene Feist; <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> ; (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, PW Director of Strategic Development
<b>Committee(s) Impacted:</b>	PIES, Urban Experience, Finance
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This franchise meets goals around technology availability and economic development.
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	November anticipated approval of franchise
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an updated cable franchise with provider Comcast.

### Background/History:

Comcast has operated in the City of Spokane for some time. The last franchise with the company was entered into in 2005 and continued through November 2017. The franchise has been extended while negotiations for a new franchise proceeded. Comcast had been our only cable provider for some time, but this is a non-exclusive franchise for such services. TDS Metrocom received a cable franchise earlier this year, which will provide citizens with additional choice.

### Executive Summary:

The City's Legal and Communications departments have been meeting with representatives of Comcast to negotiate an updated cable franchise. Comcast's previous franchise with the City was approved in November 2005 and expired in November 2017; terms of the franchise were extended while negotiations for a new franchise have continued. The terms are consistent with those in the franchise of the City's new cable entrant, TDS Metrocom.

With this, and other cable television franchises, the City is working to ensure that our City has modern systems capable of serving the future needs and interests of our citizens and businesses. The City wants to ensure the availability of community programming, maintain our public right of way, and provide broad access to services.

Here are the highlights:

- Franchise Term Length: 10 years
- Franchise Fee: 5 percent
- Utility Tax: 6 percent
- PEG Channels: 6 channels (2 High-Definition and 4 Standard Definition Channels); CityCable 5 maintains the same location: Channel 5 in standard definition and Channel 325 in HD.
- PEG Financial Support: 0.7% of gross revenues for PEG Capital costs. These fees support capital expenses associated with the City's government-access channels as well as Community Minded TV and Education Access channels.
- Technology: As a legacy system that already serves the entire City, Comcast will maintain a hybrid fiber coaxial, fiber-to-the-node system architecture, capable of delivering high-quality

digital signals that meet or exceed FCC requirements.

- Service area: Comcast's service area already includes the entire City, and annexed areas shall be provided service within 12 months of notification of the annexation.
- Other: Comcast will comply with the City's pavement cut policy and similar policies and will comply with the customer service and related standards found in SMC 10.27.

Budget Impact:

Approved in current year budget?

☒

Yes

☐

No

☐

N/A

Annual/Reoccurring expenditure?

☐

Yes

☒

No

☐

N/A

If new, specify funding source:

Other budget impacts:

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

**CABLE COMMUNICATIONS FRANCHISE  
BY AND BETWEEN  
CITY OF SPOKANE, WASHINGTON  
AND  
COMCAST CABLE  
COMMUNICATIONS MANAGEMENT, LLC**

**October 8, 2020**

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CABLE COMMUNICATIONS FRANCHISE ORDINANCE NO. \_\_\_\_\_

An Ordinance renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.  
PURPOSE AND INTENT.

This Franchise Agreement is by and between the City of Spokane, a Washington municipal corporation (“City”), and Comcast Cable Communications Management, LLC (“Franchisee”).

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

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

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

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

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

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

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

SECTION 2.  
TITLE.

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

SECTION 3.  
DEFINITIONS.

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

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

a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

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

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

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

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

(I) “Complaint” shall mean a Subscriber written contact (via U.S. mail, email or other electronic means) with the City to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the scope of this Franchise Agreement or Ch. 10.27A SMC.

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

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

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

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

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

(O) “Franchisee” shall mean Comcast Cable Communications Management, LLC, including any lawful successor, transferee or assignee of the original Franchisee.

(P) “Franchise Fee” means consideration paid by Franchisee for the privilege to operate a Cable System in the Franchise Area as set forth in Section 4, in accordance with Section 622 of the Cable Act and federal law.

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

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

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

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

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

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

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

(10) To the extent revenues are derived by Franchisee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Franchisee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Franchisee derives revenues in the Franchise Area. The City reserves its right to review and to challenge Franchisee's calculations.

(11) Franchisee reserves the right to change the allocation methodologies set forth in this definition to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). City acknowledges and agrees that Franchisee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the City reserves its right to challenge Franchisee's calculation of Gross Revenues, including Franchisee's interpretation of GAAP and Franchisee's interpretation of FASB, EITF and SEC directives. Franchisee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC on the first quarterly payment statement implementing the change. Upon the City's written request and subject to Franchisee's reasonable confidentiality requirements, Franchisee shall provide additional detail, explanation and/or reference to source materials.

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

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

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

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

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

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

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

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

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

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

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

(CC) “Standard Installation” shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system. Franchisee shall comply

with applicable FCC regulations regarding commercial Installations as may now or hereafter arise.

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

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

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

#### SECTION 4. GRANT OF AUTHORITY.

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

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to construct a Cable System in the City’s Public Rights of Way.

#### SECTION 5. AUTHORITY NOT EXCLUSIVE.

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

SECTION 6  
COMPETITIVE EQUITY.

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

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

(C) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Franchisee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Franchisee agree that they will use best efforts in good faith to negotiate Franchisee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications. If the City and Franchisee fail to reach agreement in such negotiations, Franchisee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Franchisee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Franchisee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

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

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

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

#### SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of 47 USC §547.

#### SECTION 8. PREVIOUS RIGHTS ABANDONED.

This Franchise Agreement is in lieu of any and all other contractual rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Franchisee or any successor pertaining to the construction, operation, modification or maintenance of a Cable System in the City. The acceptance of this Franchise Agreement shall operate as between Franchisee and the City as an abandonment of any and all such contractual rights, privileges, powers, immunities, and authorities within the City. All construction, operation, modification, and maintenance by the Franchisee of any Cable System in the City to provide Cable Service shall be under this Franchise Agreement and not under any other contractual right, privilege, power, immunity, or authority.

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

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

subsequent to the effective date of this Franchise Agreement. This section shall not be interpreted to prevent Franchisee from engaging in state, federal, or local lobbying efforts, either independently or as part of a consortium, on matters of interest to the Franchisee or the industry.

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

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

SECTION 10.  
[RESERVED].

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

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

SECTION 12.  
TAXES.

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

SECTION 13.  
FRANCHISE AGREEMENT.

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services

and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

SECTION 14.  
RENEWAL.

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

SECTION 15.  
CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT.

(A) The Franchisee shall maintain its Cable System as a hybrid fiber coaxial, fiber-to-the-node system architecture, with fiber-optic cable deployed from the headend to the node and coaxial cable deployed from the node to Subscribers homes. During the term of this Franchise, the Franchisee's Cable System shall be capable of providing a minimum of one hundred twenty (120) Channels of Video Programming to its Subscribers in the Franchise Area. Active and passive devices are capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards. Cable System nodes are designed for future segmentation as necessary to maximize shared bandwidth. During the term of this Franchise Agreement, the Franchisee agrees to maintain the Cable System in a manner consistent with these specifications or better.

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

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

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

(D) The City shall have the right to regulate and inspect the construction, operation and maintenance of the Cable System in the Public Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee.

[Cross reference SMC 10.27A.600 - 10.27A.680 regarding construction standards which are also applicable.]

SECTION 16.  
CABLE SERVICE.

(A) Subject to the density considerations listed below, except in areas reserved for public travel or utility access not yet opened and accepted by the City as Public Right of Way that the Franchisee is specifically and lawfully prohibited from deploying its Cable System by the owner/developer, the Franchisee shall provide Cable Service throughout the entire City. Consistent with SMC 10.27A.720, areas subsequently annexed shall be provided with Cable Service within twelve (12) months of the time of the City notifying Franchisee of the annexation.

(B) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides to the extent required by state and federal law. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation will be provided at Franchisee's published rate for Standard Installations.

(C) The City and Franchisee acknowledge that the Franchisee currently provides, without charge, one (1) outlet, one (1) Converter, if necessary, and Digital Starter Service programming (including the PEG Channels) to the public buildings listed in Exhibit A, attached hereto ("Complimentary Service"). Subject to Section 35(D) of this Franchise Agreement, Franchisee shall continue to provide service to the City as set forth in this Section 16(C). However, the City shall have the right to request the disconnection of the other franchised cable operator and require Franchisee to meet the free service obligation provided the City maintains a fair distribution of service to public buildings between all franchised cable operators in the City.

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

(2) The Complimentary Service will not be used for commercial purposes, and the outlets will not be located in areas open to the public excepting one (1) outlet to be located in a public lobby in City Hall that will be used by the public for viewing Council meeting broadcasts. The City will take reasonable precautions to

prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Complimentary Service required by this section.

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

(D) Franchisee shall extend the System to any portion of the City after the date of the Franchise Agreement, when dwellings can be served by extension of the System past dwellings equivalent to a density of seven (7) dwellings per one-quarter (1/4) mile of cable contiguous to the System. Franchisee may petition the City for a waiver of this requirement, such waiver to be granted (1) for good cause shown, or (2) where Franchisee's System penetration level (defined as the percentage obtained by dividing (x) the number of Franchisee's Subscribers, by (y) the total number of dwelling units in the Franchise Area) drops below thirty-five percent (35%). The City shall not require Franchisee to extend Service to any dwelling that is already receiving Service from a competing provider. Such extension shall be at Franchisee's cost. In areas not meeting the requirements of seven (7) or more dwellings per one-quarter (1/4) mile, for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. Any Subscriber drop not exceeding a Standard Installation drop of one hundred twenty-five (125) feet will be free of charge to the Subscriber other than normal Installation fees. For drops in excess of one hundred twenty-five (125) feet, Franchisee may assess an amount equal to time and materials. This provision has been negotiated taking into consideration the unique features of residential property in the City, including the size of lots, historical layout of developments and other factors.

#### SECTION 17. PROGRAMMING.

(A) All final programming decisions remain the discretion of Franchisee in accordance with this Franchise Agreement, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Franchisee's signal carriage obligations hereunder and pursuant to 47 U.S.C. §§ 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.

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

- (1) Educational programming;
- (2) News, weather and information;

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

(C) The Franchisee shall offer to all Subscribers a diversity of Video Programming services and it will not eliminate any broad categories of programming without first obtaining the written approval of the City, such approval not to be unreasonably withheld.

(1) Franchisee shall notify in writing the City, or its designee, of its intent to eliminate any broad category of programming noted in subsection (A). The City, or its designee, shall make a determination on such request not later than sixty (60) days after receipt of the request by Franchisee. In the event that the City makes an adverse determination, such determination shall be in writing, along with a concise statement of the reasons therefore. In the event the City fails to make a determination within sixty (60) days after receipt of a request from Franchisee, Franchisee shall have the right to make the deletion contained in its written request. [Cross reference SMC 10.27A.905.]

## SECTION 18.

### RATES.

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

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before changing any rates and charges. Franchisee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, franchise fee or other fees, tax, assessment or charge of any kind imposed by the City or any other governmental entity on the transaction between the Franchisee and the Subscriber. Notice shall not be required in cases where the Franchisee adds additional Channels to any tier, provided there is no concurrent rate change.

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

SECTION 19.  
ACCESS AND LOCAL PROGRAMMING.

(A) Access Channels.

(1) Commencing on the effective date of this Franchise Agreement, Franchisee shall continue to make available eight (8) full-time activated Access Channels for Non-commercial use.

(2) The City may designate entities to be responsible for administering use of the PEG Access Channels. Such entities shall be responsible for the utilization, programming and scheduling of the Access Channels designated for PEG use and public use respectively.

(3) The Franchisee shall provide the PEG Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge, and so that the PEG Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service Tier. If Channels are selected through a menu system, the PEG Access Channels shall be displayed as prominently as commercial programming choices offered by Franchisee.

(4) At such time as all other Basic Service Channels (or its equivalent tier) excluding PEG Access Channels, are carried in HD, the SD PEG Access Channels will also be carried by Franchisee in HD, at which time the SD PEG Access Channels will be discontinued and the maximum number of PEG Access Channels shall be four (4) HD Channels, subject to Section 19(A)(7).

(5) Within six (6) months of the effective date of this Franchise, and upon completion of the Fire Training Channel connection set forth below, Franchisee shall reclaim two (2) SD Access Channels for one (1) HD Access Channel simulcast. The two (2) SD Access Channels to be reclaimed shall be the Fire Training Channel and another Access Channel selected by the City in City's sole discretion.

(6) No sooner than twelve (12) months of the effective date of this Franchise, Franchisee shall reclaim two (2) additional SD Access Channels which will result in the City retaining a total of four (4) SD Access Channels and two (2) additional simulcast SD/HD Access Channels.

(7) Within six (6) months of the effective date of this Franchise, Franchisee shall either: 1) construct a dedicated two-way connection between the Fire Training Center and City Hall, to replace the SD Fire Training Center Access Channel, the cost estimated to be Twenty Thousand and No/100 Dollars (\$20,000) shall be paid for out of the City's PEG Fee; or 2) the City shall assume responsibility for the construction of the connection and Franchisee shall cooperate, the City's construction cost may be paid for out of the PEG Fee so long as consistent with applicable federal law.

(8) City shall be responsible for all programming requirements on the PEG Access Channels, including but not limited to scheduling, playback, training, staffing, copyright clearances, and production equipment owned and controlled by the City, including maintenance and repair of such production equipment.

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

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

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

(D) PEG Access Channel Quality.

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

(2) In the event the City believes and provides evidence that Franchisee has failed to meet this standard, the City will notify Franchisee of such concern, and Franchisee will respond to any complaints in a timely manner. Disputes under this section shall be addressed through the Franchise enforcement procedures set forth in Section 24. Upon reasonable written request by the City or any authorized

access provider (but not a user of the community Access Channel), Franchisee shall verify that Access Channel signal delivery to Subscribers is consistent with the requirements of this section.

(E) The City shall implement and enforce policy directives and terms of use requirements that all users of public access facilities and public Access Channel(s) assume complete responsibility for the content of programming prepared at public access facilities and/or cablecasts on the public Access Channel(s). The parties agree that clearance for use of copyrighted material shall be the sole responsibility of the access user. The City shall require that all public access users indemnify and hold the Franchisee and the City of Spokane harmless from all liability of any kind whatsoever, including the costs of legal defense arising from the use of facilities, channel(s) or access time by the user.

(F) PEG Fee.

(1) Within sixty (60) days after the effective date of this Franchise Agreement, the Franchisee shall collect and remit to the City zero point seven percent (0.7%) of Gross Revenues (the "PEG Fee") to be used for PEG access capital costs in accordance with applicable federal law. The PEG Fee shall be remitted quarterly to the City in the same manner and at the same time as the Franchise Fee.

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

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

(4) Any PEG Fees owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.

(5) All PEG Access Channels shall be provided as a part of Franchisee's Basic Cable Service or its equivalent. Franchisee shall make every reasonable effort to coordinate the cablecasting of PEG access programming on the Cable System on the same Channel designations as such programming is currently

cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days' written notice to the City by Franchisee, except for circumstances beyond Franchisee's reasonable control.

(G) Guide Selection. Franchisee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion so that Subscribers will have ready access to PEG Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Franchisee will make available to City the ability to place PEG Access Channel programming information on the interactive Channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Franchisee utilizes to provide the guide service. Franchisee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Franchisee is not responsible for operations of the EPG provider. Franchisee shall, to the maximum extent possible, make available to the City any price discounts Franchisee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with federal law.

(H) PEG Access Programming Connectivity.

(1) Under Section 19(k) of the 2005 franchise between City and Franchisee, Franchisee agreed to construct and maintain two-way connections. Franchisee was permitted to recoup all of its construction and maintenance costs (\$250,000) from the City's PEG Fee over the term of the 2005 franchise. Currently Franchisee is providing the City with nine (9) complimentary two-way connections to facilitate the live playback of PEG programming in the City. The City has agreed as part of this renewal to reduce the number of two-way connections down to just two (2) remaining connections to facilitate PEG origination over the next Franchise term. The City and Franchisee acknowledge that the Franchisee currently provides and maintains, free of charge to the City, the existing two-way connections located at: 1) the KSPS Facility, located at 3911 South Regal Street; and 2) the City Hall via City Water Works Building on Hamilton & North Foothills. These connections enable the transmission of PEG Access programming over the Cable System. Franchisee shall maintain the two (2) above-referenced connections for the term of this Franchise, without additional charge (with no recurring, monthly costs or offsets) except that Franchisee may, if permitted by federal law, invoice the City for any actual repair or maintenance costs. Such actual repair or maintenance costs shall be estimated to the City in advance when possible, and shall be documented and invoiced to the City by Franchisee for payment.

(2) If the City desires to add new connection points over the term of this Franchise Agreement in addition to the above list, upon (one hundred twenty (120) days written request of the City, and written approval by the City of

Franchisee's construction charges, the Franchisee will construct the new two-way connection, as proposed by the City.

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

SECTION 20.  
PARENTAL CONTROL.

(A) Franchisee shall provide Subscriber controlled lockout capability at a reasonable charge to Subscribers upon their request.

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

SECTION 21.  
TRANSFER OF RIGHTS.

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

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

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

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

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

## SECTION 22.

### LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS.

- (A) In accordance with SMC 10.27.330, Franchisee shall maintain security, hereafter referenced as “Performance Security” as follows: Franchisee, based upon its past performance, shall secure and maintain a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). If at any time thereafter, Franchisee does not continue to maintain a fully compliant rating (no claim against the performance bond which has been sustained following all applicable appeals), the City may require the performance bond to be replaced by a letter of credit sufficient to cover one hundred fifty percent (150%) of draws as reasonable estimated by the City, but not less than One Hundred Thousand and No/100 Dollars (\$100,000.00), upon sixty (60) days written notice to Franchisee. Upon petition by Franchisee and sufficient showing of adequacy, the City may permit an escrow deposit or combination escrow deposit and letter of credit.
- (B) If this Franchise Agreement is transferred for reasons requiring consent of the City, the Performance Security requirement may be modified as required by the City, up to the amount set in SMC 10.27A.330.
- (C) Failure to deposit said Performance Security or the failure to maintain the Performance Security, in the full amount required herein, in effect during the entire term of this Franchise Agreement, and of any renewal or extension thereof, shall constitute a material breach of this Franchise Agreement.
- (D) The City reserves the right to impose additional construction bond requirements upon the Franchisee, pursuant to the generally applicable terms and provisions of the Spokane’ Municipal Code, regarding Franchisee’s construction in the Public Right of Way.

## SECTION 23.

### PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY.

- (A) Except as provided in Section 30 with respect to delinquent Franchise Fee and PEG Fee payments, the conditions applicable to the City’s right to draw on the Performance Security are stated in Sections 23-26. The procedure for drawing on the Performance Security shall be as follows:
- (1) If the Franchisee fails to make timely payment to the City of any amount due under this Franchise Agreement other than Franchise Fee or PEG Fee payments and taxes, the City shall have the right to draw on the Performance Security following seven (7) days advance written notice to Franchisee, including the notice information required in Section 24(A), unless the amount due is received within such seven (7) day period. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City’s right to draw upon the Performance Security up to the amount of nonpayment, plus applicable

interest and penalties, following the initial seven (7) day notice period. [Cross reference SMC 10.27A.310]

(2) If the Franchisee fails to take timely action as requested by the City with respect to its facilities in the Public Rights of Way which might expose the City to loss or liability, the City shall have the right to draw on the Performance Security an amount reasonably sufficient to prevent or offset the loss or liability, first giving twenty (20) days advance written notice to Franchisee, including the notice information required in Section 24(A). If no Franchisee response is received within twenty (20) day period or if Franchisee has not already cured, the City may proceed to draw on the Performance Security. If a written Franchisee response is received within such period, the City shall then wait at least ten (10) days before making any draw on the Performance Security. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security. This does not limit the City's rights to take any actions necessary in case of emergencies or the right of either party to seek injunctive relief in a proper case.

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

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

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

#### SECTION 24. ENFORCEMENT.

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

time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

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

- (1) contesting it; or
- (2) accepting it and agreeing to cure as requested within time limits specified; or
- (3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the official informed as to the steps to be taken and a projected completion date.

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

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

#### SECTION 25. LIQUIDATED DAMAGES.

(A) Because Franchisee's failure to comply with the provisions of this Franchise Agreement will result in damage to the City and because it will be impractical to determine the actual amount of such damages, the City and Franchisee hereby agree upon and specify certain amounts set forth hereafter in this section which represent both parties' best estimate of the damages.

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

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

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

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

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

(G) Schedule of Liquidated Damages. Liquidated damages are set as follows. All amounts accrue per day but not beyond the number of days to exceed the amount of Ten Thousand and No/100 Dollars (\$10,000) per twelve (12) month period unless specifically provided. Nothing requires the City to assess liquidated damages, acting in its sole discretion, but such non-assessment does not operate as waiver or estoppel upon the City.

(1) For failure to provide Cable Service as promised in Section 16 of this Franchise Agreement, Five Hundred and No/100 Dollars (\$500) per day,

(2) For failure to provide data, documents, reports and information as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day per each separate violation.

(3) For failure to conduct tests as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day.

(4) For failure to comply with PEG Access requirements outlined in Section 19, One Hundred Fifty and No/100 Dollars (\$150) per day.

(5) For failure to answer Subscriber telephone calls in accordance with the standards in SMC 10.27A.700(B)(1) of the Spokane Municipal Code, as incorporated by reference in Section 33(A) of this Franchise Agreement, in any calendar quarter where Franchisee fails to meet the applicable standard and performs at eighty percent (80%) or above, Franchisee shall pay the City Five Hundred and No/100 Dollars (\$500); in any calendar quarter where Franchisee fails to meet the applicable standard and perform at less than eighty percent (80%) but at least seventy percent (70%), Franchisee shall pay the City Two Thousand Five Hundred and No/100 Dollars (\$2,500); in any calendar quarter where Franchisee fails to meet the applicable standard and performs at less than seventy percent (70%), the Franchisee shall pay the City Five Thousand and No/100 Dollars (\$5,000). NOTE: Franchisee will be deemed to have complied with the applicable telephone call answering and wait time standards whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred.

(6) For any violation of the any other customer service standard, One Hundred and No/100 Dollars (\$100) per day per violation, not to exceed One Thousand and No/100 Dollars (\$1,000) for any single violation.

(7) Failure to maintain insurance or Performance Security as required in this Franchise Agreement Five Hundred and No/100 Dollars (\$500) per day. NOTE: for this item, there is no cure privilege, no abeyance pending any hearing, or forgiveness of liquidated damages because of absence of prior violation or breach. There is further no limitation on cumulative liquidated damages for this item.

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

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

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

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

## SECTION 26. HEARINGS.

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

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

(B) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The official conducting the hearing is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape, for matters involving Twenty-five Thousand and No/100 Dollars (\$25,000) reasonable estimated value amount in controversy. A written decision shall be issued within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction in Spokane County within thirty (30) days.

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

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

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

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

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

#### SECTION 27. REVOCATION.

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

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

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

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any

explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

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

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

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

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

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

SECTION 28.  
INSURANCE, BONDS, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than “A” or equivalent, for the following:

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

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

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

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

(D) The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall

apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

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

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

## SECTION 29. REPORTS.

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

(B) Proprietary and Confidential Information. The City has the right to request a copy of the books and records that are not identified as proprietary or confidential as described under this paragraph. The City shall have a right to inspect within the City, but the Franchisee shall not be required to release information that it reasonably deems to be

proprietary or confidential in nature provided that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Franchisee's concerns regarding confidentiality. The City agrees not to oppose any request for confidentiality.

(C) In the event the Franchisee asserts that certain information is proprietary or confidential in nature, the Franchisee shall identify generally the information which it deems propriety and confidential and the reasons for its confidentiality in writing to the City. Each page of such information provided will be clearly marked as "proprietary and confidential." The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The City shall not retain information designated as proprietary or confidential by Franchisee for a period of time any longer than necessary to complete its review and any resulting enforcement proceeding therefrom. The City shall certify to Franchisee the destruction of such records.

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

(E) Franchisee shall provide the quarterly customer service report required in SMC 10.27A.410(A). Such reporting requirement may be relieved by the City Administrator in his sole discretion.

(F) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain a file available for public inspection in the manner required pursuant to the FCC's rules and regulations.

(G) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints and Franchisee's actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.

(H) Route Map. In lieu of SMC 10.27A.410(E) and upon 30 (thirty) days written request, the Franchisee shall only provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also provide in an electronic format generally compatible with the City's electronic mapping system aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 30.  
PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment shall be due by forty-five (45) days after the end of each calendar month.

(B) No acceptance by the City of any payment from Franchisee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Franchisee acknowledges and agrees that the Franchise Fees payable by Franchisee to City pursuant to this Franchise Agreement as well as capital support provided by Franchisee for PEG access equipment and facilities are authorized under the Cable Act and shall not be deemed to be in the nature of a federal, state or local tax.

(D) Any Franchise Fee payments owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.

(E) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at a location agreed upon with the Franchisee, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's Franchise Fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's Franchise Fees consistent with the currently applicable state statute of limitations.

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

SECTION 31.  
SERVICE OF NOTICE.

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City Administrator forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:      City Administrator  
                     City of Spokane  
                     5<sup>th</sup> Floor Municipal Building  
                     W 808 Spokane Falls Boulevard  
                     Spokane WA 99201-3333

If to Franchisee:  
                     General Manager  
                     Comcast Cable Communications Management, LLC  
                     1717 East Buckeye Avenue  
                     Spokane, Washington 99207

Non-binding   Government Affairs Department  
Courtesy       Comcast Cable Communications Management, LLC  
Copy:          15815 25<sup>th</sup> Avenue W  
                     Lynnwood, Washington 98087

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 32.  
SUCCESSORS AND ASSIGNS.

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 33.  
CUSTOMER SERVICE STANDARDS.

(A) Customer Service Standards. Franchisee shall satisfy the consumer protection and service standards as outlined in SMC 10.27A.700 during the term of this Franchise Agreement. The City hereby further adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with SMC 10.27A.700 and the customer service requirements established by the FCC.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way

that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal privacy laws pertaining to Cable Services, including Section 631 of the Cable Act and regulations adopted pursuant thereto. The City reserves any right it may have to impose subscriber privacy standards if the Franchisee is no longer subject to federal requirements concerning subscriber privacy.

#### SECTION 34. REMEDIES CUMULATIVE.

The rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

#### SECTION 35. MISCELLANEOUS PROVISIONS.

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement of SMC 10.27A.700, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) In-Kind Cable-Related Contributions.

(1) To the extent lawful under federal law, the Franchisee may, if Franchisee so chooses, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that

the Franchise Agreement requires Franchisee to provide (including but not limited to the Complimentary Service requirements in Section 16(C) and any PEG Transport required by Section 19(H)). Within ninety (90) days of receiving the aforementioned list, the City will notify the Franchisee whether, with respect to each identified in-kind cable-related contribution, the Franchisee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Franchisee taking an offset to the Franchise Fee payments payable under Section 30(A) as may be permitted by the Section 621 Order or to the Franchisee and the City agreeing to a separately identified charge payable by the City to the Franchisee.

(2) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Franchisee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. If allowed by subsequent state and federal law, the City may require Franchisee to provide Complimentary Service to the sites set forth in Exhibit A and PEG transport as provided in Section 19(H) for the remaining Franchise term at no charge. Nothing herein waives the City's right to enforce Franchisee's compliance with all lawful obligations contained in this Franchise Agreement.

(E) Contract: State and Federal Law. This Franchise Agreement has been reviewed by both the City and Franchisee and each party agrees that the document is valid under applicable state and federal law and each party agrees to be bound by its provisions subject to Section 35 (B) herein. Subject to this protection both parties reserve any rights, substantive or procedural, they may have under federal or state law.

#### SECTION 36. APPLICABLE LAW.

This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

December 8, 2020  
EFFECTIVE DATE

---

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

Date: \_\_\_\_\_, 2020

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

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

SWORN TO BEFORE ME this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

## **EXHIBIT A**

### **Free Service to Public Buildings**

<u>NAME</u>	<u>ADDRESS</u>
1. City Hall	808 W Spokane Falls Blvd
2. Cops West	1901 W Boone Ave
3. COPS, Neva-Wood	4705 N Addison St
4. Community Access Center	104 W 3 <sup>rd</sup> St., Suite B
5. 4 separate PEG playback locations – all at City Hall	808 W Spokane Falls Blvd

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

12/07/2020

<u>Date Rec'd</u>	11/23/2020
<u>Clerk's File #</u>	ORD C35992
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	AMBER RICHARDS 6383
<u>Contact E-Mail</u>	ARICHARDS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0620 PROPOSED LANGUAGE CHANGES TO SMC

**Agenda Wording**

Housekeeping changes are proposed for the Administrative and Personnel section of the Spokane Municipal code to accurately reflect reporting structures and organizational changes within the Administrative branch.

**Summary (Background)**

Housekeeping changes are proposed for the Administrative and Personnel section of the Spokane Municipal code to accurately reflect reporting structures and organizational changes within the Administrative branch.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RICHARDS, AMBER	<u>Study Session\Other</u>	PIES Committee 11/23
<u>Division Director</u>	RICHARDS, AMBER	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jquick@spokanecity.org	
<u>Additional Approvals</u>		pbergin@spokanecity.org	
<u>Purchasing</u>			

## BRIEFING PAPER

DATE: 11/23/2020

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**Subject:** Proposed Ordinance Changes – Ordinance changes relating to Administration and Personnel updates; amending sections **3.01A.215, 3.01A.315, 3.01A.260, 3.01A.340, and 3.01A.415** of the Spokane Municipal Code.

**Briefing:** Housekeeping changes are proposed for the Administrative and Personnel section of the Spokane Municipal code to accurately reflect reporting structures and organizational changes within the Administrative branch.

### **A. Accounting and Grants, Contracts and Purchasing**

PROPOSED LANGUAGE CHANGES RE: Section 3.01A.215 Accounting AND Section 3.01A.315 Grants Management and Financial Assistance

**Reason:** The department of “Grants, Contracts, and Purchasing” has facilitated the procurement of public works, goods and services since 2016. Proposed language changes reflect the accurate department name and functionality from Accounting to Grants, Contracts, and Purchasing.

The proposed language also names the Grants, Contracts, and Purchasing Director as the Chief Compliance & Procurement Officer.

### **B. Chief Financial Officer and City Treasurer**

PROPOSED LANGUAGE CHANGES RE: Section 3.01A.260 Finance, Treasury and Administration.

**Reason:** The Chief Financial Officer serves as the City Treasurer and is responsible for all City Treasurer duties.

### **C. Fleet and Facilities**

PROPOSED LANGUAGE CHANGES RE: 3.01A.500 Public Works AND 3.01A.310 Fleet Services AND 3.01A.220 Asset Management Group

**Reason:** Fleet Services moved from Public Works to Finance in 2020. Fleet Services and Facilities are departments responsible for the assets of the City, now managed by Finance as separate departments.

#### **D. Reprographic Services**

PROPOSED LANGUAGE CHANGES RE: Section 3.01A.340 Innovation and Technology Services AND 3.01A.415 Communications and Marketing

**Reason:** Reprographic services have been under Communications and Marketing since 2014.

#### **E. Water and Hydroelectric Services Director**

PROPOSED LANGUAGE CHANGES RE: 3.01A.520 Water and Hydroelectric Services

**Reason:** Covered under SMC 03.01A.100

## ORDINANCE C35992

An ordinance relating to the executive and administrative organization of the City; amending SMC section 3.01A.215, 3.01A.220, 3.01A.260, 3.01A.310, 3.01A.315, 3.01A.340, 3.01A. 415, 3.01A.500 and 3.01A.520.

The City of Spokane does ordain:

Section 1. That SMC Section 3.01A.215 is amended to read as follows:

### **3.01A.215 Accounting**

~~((A. The accounting department provides various accounting services, including accounts payable, accounts receivable, payroll, purchasing, inventory, and budget control, for the City administration and some joint governmental agencies. The department compiles and produces the City's combined annual financial statements. It disseminates and monitors financial policies and internal controls, and provides analysis and reporting.~~

~~B. The director of accounting serves on the City investment board.~~

~~C. The purchasing section is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; maintaining and accounting for inventories; and the disposal of surplus property. The director of accounting, or a designee, is a permanent member of the committee to receive bids.))~~

The Accounting Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, and administration of some joint governmental agencies. The department is managed by the Accounting Director, who also serves on the City Investment Board.

Section 2. That SMC Section 3.01A.220 is amended to read as follows:

### **3.01A.220 ((Asset)) Facilities Management ((Group))**

~~((The asset management group provides focused leadership in maintaining and managing the City's hard assets.))~~

The Facilities Management Department is responsible for maintaining and operating many of the City's municipal buildings, including preventive facility maintenance, emergency repairs, boiler inspections, minor repairs and other work on City facilities, coordinating major repairs and modifications by contract,

reviewing plans for new facilities, and maintaining equipment inspection records as required by federal and state laws.

Section 3. That SMC Section 3.01A.260 is amended to read as follows:

### **3.01A.260 Finance, Treasury and Administration**

- ~~((A. The chief financial officer shall coordinate all debt issuances and supervise all other finance and treasury functions of the City. The chief financial officer shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial and budget updates. The chief financial officer shall attend all meetings of the city council finance and administration committee, apprise the committee of the activities that he/she is responsible for and provide the committee any information related to these activities that is requested. The chief financial officer shall oversee all finance and treasury related departments and functions including the finance, treasury and administration department and the management and budget department. Department heads and managers of the finance and budget departments shall report to the chief financial officer~~
- ~~B. The finance and administration department manages the accounting, budgeting, grants and contracts management, asset management and risk management functions of the City, and is responsible for maintaining sound fiscal management practices throughout the City. The director of finance and administration shall present to city council committees regarding changes in past practices or procedures or recommended ordinance amendments deemed necessary to maintain or increase the efficiency or effectiveness of the financial services division or the financial operations of the City.~~
- ~~C. The City treasurer is responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses. The city treasurer is a member of the fire pension board and the police relief and pension board. The city treasurer also serves on the City investment board.))~~
- A. The Finance, Treasury, and Administration Division/Department is responsible for managing all the fiscal affairs of the City. The department provides financial and management information, control, and guidance to the Mayor, City Council, department directors and agencies. The division/department is managed by the Chief Financial Officer.
- B. The Chief Financial Officer has the primary responsibility for managing the City's finances, including financial planning, managing of financial risk, record-keeping, and financial reporting. The Chief Financial Officer shall regularly communicate to

the city council on matters material to the City's financial condition, including quarterly financial and budget updates. The Chief Financial Officer shall attend all meetings of the city council finance and administration committee, apprise the committee of the activities that he/she is responsible for and provide the committee any information related to these activities that is requested. As City treasurer, the Chief Financial Officer is also responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses. The city treasurer is a member of the fire pension board and the police relief and pension board. The city treasurer also serves on the City investment board. The Finance, Treasury, and Administration division/department manages all administrative financial departments and functions of the City and is responsible for maintaining sound fiscal management practices throughout the City.

Section 4. That SMC Section 3.01A.310 is amended to read as follows:

### **3.01A.310 Fleet Services**

~~((The fleet services department has three sections:~~

- ~~A. Equipment maintenance, which develops specifications for and administers the acquisition of motor vehicles and other rolling equipment, schedules and performs equipment maintenance and repairs, and maintains replacement schedules, rental rates and equipment history.~~
- ~~B. Facilities maintenance, which provides preventive maintenance, emergency repairs, boiler inspections, minor repairs and other work on City facilities, coordinates major repairs and modifications by contract, reviews plans for new facilities, and maintains equipment inspection records as required by federal and state laws; and~~
- ~~C. Communications management, which manages and maintains communications networks for the police, fire, water, engineering and other departments, develops specifications for equipment acquisition, ensures compliance with Federal Communications Commission requirements, maintains replacements schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.))~~

- A. The Fleet Services Department is responsible for the management of all vehicles and equipment in the City's fleet, including fuel management, installing and maintaining vehicular communication equipment and systems, emergency and preventative maintenance, assisting with the development of specifications for and administering the acquisition of motor vehicles and other rolling equipment, scheduling and performing equipment maintenance and repairs, and maintaining

replacement schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.

Section 5. That SMC Section 3.01A.315 is amended to read as follows:

**3.01A.315 Grants ((Management and Financial Assistance)), Contracts, and Purchasing Department**

~~((A. The department of grants management and financial assistance provides centralized management and other support services to city wide activities involving the application, administration reporting and closeout of grants and financial assistance awards. The department shall provide centralized consultation and coordination with City administration and city council, to strategically identify and manage the grants and financial assistance opportunities to be pursued by the City and region. The department will coordinate with other jurisdictions and strategic community partners on the identification, application and administration of financial assistance opportunities to improve regional collaboration and competitiveness in obtaining these resources.~~

~~B. The director of grants management and financial assistance shall act as the chief compliance officer for all City activities involving grants, loans and other Federal/State funding.~~

~~C. The director of grants management and financial assistance shall establish and be responsible for the administration of a centralized grants and financial assistance tracking and management database.~~

~~D. The director shall serve as the authorized organization representative for grants and other awards of financial assistance made to the City.))~~

A. The Grants, Contracts, and Purchasing Department is a financial administrative department responsible for the administration and operational support to program managers including receipt and technical review of grant application, contract engagement and compliance monitoring, relative performance and financial tracking, budget review, and the close out of grants and financial assistance awards. Additionally, the department is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; managing inventories; and the disposal of surplus property.

B. The department director shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing, grants, and other Federal/State funding.

Section 6. That SMC Section 3.01A.340 is amended to read as follows:

**3.01A.340 Innovation and Technology Services**

- A. The innovation and technology services department is responsible for information technology application and system support, to include electronic mail, telephone system, network infrastructure, city web site, help desk, GIS, datacenter operations, and security and monitoring systems.
- B. The mail room services section collects and distributes interoffice mail and posts outgoing City mail including utility billing invoices.
- ~~((C. The reprographic services section provides full digital imaging and printing services for the City.))~~

Section 7. That SMC Section 3.01A.415 is amended to read as follows:

**3.01A.415 Communications and Marketing**

- A. The department of communications and marketing informs citizens and employees about important City issues and provides opportunities for increased participation in government. Its efforts focus on three major areas:
  - 1. External communications with the public and the media;
  - 2. Internal communications with employees; and
  - 3. Media relations.
- B. The department uses a multi-media approach to provide information; the goal is to provide information in ways that are convenient for citizens and employees.
- C. Cable TV Channel 5.
  - 1. Through City personnel or by contract, the City produces programming for the City government channel (CityCable5) available under the cable television system franchise.
  - 2. The office of cable TV is operated by a City employee who is appointed by the mayor and confirmed by the city council.
- D. The reprographic services section provides full digital imaging and printing services for the City within the department of communications and marketing.

Section 8. That SMC Section 3.01A.500 is amended to read as follows:

**3.01A.500 Public Works**

The public works department manages the City's public utilities including water, wastewater, and solid waste operations and infrastructure, as well as the City's ~~((vehicle fleet,))~~ integrated capital management, street and engineering departments.

Section 9. That SMC Section 3.01A.520 is amended to read as follows:

**3.01A.520 Water and Hydroelectric Services**

((A)) The water and hydroelectric services department operates and maintains the public water supply system, including fire protection via public fire hydrants, and hydroelectric generating plant.

~~((B. —The director of water and hydroelectric services is appointed by the mayor and confirmed by the city council.))~~

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/14/2020

Date Rec'd

12/9/2020

Clerk's File #

ORD C35998

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 625-6254

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0320 - REQUIRING SUPERMAJORITY VOTE FOR PERSONNEL COST INTRAFUND TRANSFERS

Agenda Wording

An ordinance requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code.

Summary (Background)

This ordinance would require the affirmative vote of one more than a majority of all Council Members to transfer budgeted personnel costs from one budgeted line to another within the same fund, or to a non-personnel line item within the same fund.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study Session\Other

FA Comm., 8/17/20

Division DirectorCouncil Sponsor

CP Beggs

FinanceDistribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## ORDINANCE NO. C35998

An ordinance requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code.

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

**Section 1.** That section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.09.010 Permitted When**

- A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the city council:
1. The creation or abolishment of employee positions, except for:
    - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
    - b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.
  2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.
  3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.
  4. Effective January 1, 2021, all transfers of budgeted personnel expenses (salaries and/or benefits) to a non-personnel line item (does not apply to Library, Parks, or other similar department governed by a separately appointed Board or Commission).
  5. All transfers of budgeted personnel expenses (salaries and/or benefits) from one department to another department within the same Fund.
  - ~~6.~~ 6. Emergencies as specified in state law or City charter.
- B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:

1. Changes to the wages, hours and conditions of employment of appointive employees.
2. Adjustments to the salary or compensation of City officers, assistants and employees.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/14/2020

<u>Date Rec'd</u>	12/9/2020
<u>Clerk's File #</u>	ORD C35999
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	0320 - ESTABLISHING A STRATEGIC RESERVE ACCOUNT, AMENDING ALLOCATION METHOD

**Agenda Wording**

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance would establish a strategic reserve fund within the general fund and require that positive fund balances to be allocated to reserve funds are defined as net of non-cash items such as unrealized gains/losses and accounts receivable/payable.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> FA Comm., 8/17/2020
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

## **ORDINANCE NO. C35999**

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code.

**WHEREAS**, under the City Charter, the City Council adopts an annual budget stating the authorized expenditures for the City's various funds, including the general fund, which was established by SMC 07.08.010; and

**WHEREAS**, from time to time, some amounts of money budgeted by the Council within the general fund for the hiring of personnel are not expended because no hiring action takes place; and

**WHEREAS**, the result of this is that the City's general fund is not used most efficiently and effectively, and potentially directed to purposes other than those to which they were appropriated in the budget adopted by the City Council; and

**WHEREAS**, in order to ensure fidelity to the annual budget adopted by the City Council, and to ensure that the public's money is used in the most efficient and effective manner, the City Council intends to ensure that any funds which were appropriated for personnel hiring but which are not spent are to be transferred into one or more of the City's General Fund segregated reserve accounts which may then be re-appropriated as necessary by City Council action.

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

**Section 1.** That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.08.010 General Fund and Reserve Accounts – Establishment**

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account shall be funded as follows.
  - 1. At the conclusion of each and every fiscal year commencing with year ((2018)) 2020 and every year thereafter, that year's ((unappropriated))

positive General Fund ((balance)) variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the revenue stabilization account until such time as the revenue stabilization account is funded to the targeted funding level as listed in this section.

2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
3. The targeted funding level within the revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
  - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's six-year general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
  - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
    - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
    - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
    - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.

- c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
  - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
  - 1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and every year thereafter, that year's remaining ~~((unappropriated))~~ positive General Fund ((balance)) variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the contingency reserve account until such time as the contingency reserve account is funded to the targeted funding level as listed in this section.
  - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
  - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's six-year general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

- 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
  - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
  - b. Unforeseen emergency threatening health and/or safety of the citizens; or
  - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or

- d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.

~~((D. During such time that both the revenue stabilization and contingency reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.~~

~~E. The transfers required by SMC 07.08.010(B)(1) and (C)(1) shall be accomplished no later than July 1 of each fiscal year.))~~

((F.))D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.

1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and the contingency reserve account is at the targeted funding level as specified in SMC 07.08.010(C)(3), and every year thereafter, that year's remaining positive variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the strategic reserve account until such time as the strategic reserve account is funded to the targeted funding level as listed in this section.
  2. Additional funds may be added to the strategic reserve account during the year in accordance with standard special budget ordinance procedures.
  3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
  4. Disbursements from the strategic reserve account may be made for the following purposes.
    - a. To fund strategic programs or initiatives in the areas of housing, environmental protection, innovation, or
    - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
  5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve, and strategic reserve accounts are at the targeted funding levels, any unappropriated fund

balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

- F. The transfers required by SMC 07.08.010(B)(1), (C)(1), and (F)(1) shall be accomplished no later than July 1 of each fiscal year.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

December 7, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

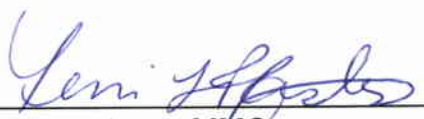
CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM COLUMBIA FORD AND BUD CLARY (Deferred from November 23, 2020, Agenda)

During its 3:30 p.m. Administrative Session held virtually Monday, December 7, 2020, upon review of the December 7 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Burke, seconded by Council Member Wilkerson, **to defer** the following purchases to December 14, 2020; **carried unanimously**:

- a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax). (OPR 2020-0781)
- b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax). (OPR 2020-0782)

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.,  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 23, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM  
COLUMBIA FORD AND BUD CLARY (Deferred from November 9, 2020, Agenda)

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**to defer** for two weeks (to December 7, 2020), the following purchases of;  
**carried unanimously:**

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Terri L. Pfister, MMC  
Spokane City Clerk



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808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 9, 2020


City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM  
COLUMBIA FORD AND BUD CLARY (Deferred from November 2, 2020, Agenda)

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**Motion** by Council Member Kinnear, seconded by Council Member Burke, **to defer** to November 23, 2020, following PIES meeting, the Purchases by Fleet Operations for Police Department of (a) 2 Police K8s from Columbia Ford (OPR 2020-0781) and (b) 2 Police Tahoes from Bud Clary Chevrolet (OPR 2020-0782); **carried unanimously**.

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

November 2, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

CITY COUNCIL ACTION MEMORANDUM

RE: PURCHASES BY FLEET OPERATIONS FOR POLICE DEPARTMENT FROM  
COLUMBIA FORD AND BUD CLARY


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Purchases by Fleet Operations for Police Department using WA State Contract #05916 of:

- a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax)
- b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax).

**Motion carried unanimously.**

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
11/02/2020

<b><u>Date Rec'd</u></b>	10/13/2020
<b><u>Clerk's File #</u></b>	OPR 2020-0781
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	RE19678

<b><u>Submitting Dept</u></b>	FLEET OPERATIONS
<b><u>Contact Name/Phone</u></b>	ERIC OLSEN 835-4505
<b><u>Contact E-Mail</u></b>	EOLSEN@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	5100-PURCHASE OF K8S

**Agenda Wording**

Fleet Services would like to purchase 2 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$97,254.31, including tax.

**Summary (Background)**

The 2 Police K8s will replace units that have reached the end of their economic life. We recommend approval for the purchase of 2 Police K8s for the Police Department. Funding for this is included in the Police Department budget.

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

Expense	\$ 97,254.31	# 590279115940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	PAINE, DAVID
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	10/19/2020
<b><u>Council Sponsor</u></b>	Breean Beggs

**Distribution List**

mmartinez

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA
<b><u>POLICE</u></b>	MEIDL, CRAIG

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Police K8s
<b>Date:</b>	October 19, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 2 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$97,254.31, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The 2 Police K8s will replace units that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of 2 Police K8s for the Police Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Police Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, October 6, 2020 1:09 PM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2020-10-74 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-10-74**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: orders@colford.com

### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: mmartinez@spokanecity.org

Quote Notes:  
Vehicle Location: SPOKANE CITY

### Color Options & Qty

Agate Black (UM) - 2

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$32,879.00	\$65,758.00
2021-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	2	\$0.00	\$0.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	2	\$0.00	\$0.00
2021-0521-004	INFORMATION ONLY: (#010-099 Ford Factory Options) (#100-149) Ford Factory VSO Vehicle Special Order options, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-439 Day Wireless Upfits -- Click on Display Upfits at bottom of option list)	2	\$0.00	\$0.00
2021-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in),	2	\$0.00	\$0.00

Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]				
2021-0521-010	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	2	\$0.00	\$0.00
2021-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	2	\$3,518.00	\$7,036.00
2021-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtails; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U ) (67H)	2	\$3,582.00	\$7,164.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$289.00	\$578.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	2	\$50.00	\$100.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	2	\$25.00	\$50.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$259.00	\$518.00
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	2	\$543.00	\$1,086.00
2021-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	2	\$0.00	\$0.00
2021-0521-043	Reverse Sensing System (76R)	2	\$275.00	\$550.00
2021-0521-045	Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	2	\$673.00	\$1,346.00
2021-0521-047	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	2	\$0.00	\$0.00
2021-0521-049	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	2	\$50.00	\$100.00
2021-0521-054	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	2	\$663.00	\$1,326.00

2021-0521-061 Underbody Deflector Plate (engine and transmission shield) (76D)	2	\$334.00	\$668.00
2021-0521-063 2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	2	\$60.00	\$120.00
2021-0521-099 INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	2	\$0.00	\$0.00
2021-0521-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	2	\$0.00	\$0.00
2021-0521-251 Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	2	\$417.00	\$834.00
2021-0521-254 Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	2	\$519.00	\$1,038.00
2021-0521-279 Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	2	\$581.00	\$1,162.00
2021-0521-389 Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (DWS-DOME-2) (DW389)	2	\$42.00	\$84.00

#### Quote Totals

<b>Total Vehicles:</b>	2
<b>Sub Total:</b>	\$89,718.00
<b>8.4 % Sales Tax:</b>	\$7,536.31
<b>Quote Total:</b>	\$97,254.31

# Expenditure Control Form



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

**Today's Date:** 10/14/2020    **Type of expenditure:**    Goods ☒    Services ☐

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** 191,631.69

**Funding Source:** SPD SIP Funds

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

**Why is this expenditure necessary now?**

This is to supplement 4 SPD Patrol vehicles that were included in SPD's capital plan for 2020. Grant funds were received to pay for 4 vehicles so this request is for 4 additional vehicles under the SIP. Total vehicle purchased using SIP funds remains unchanged from approved capital plan.

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

To avoid supplanting, these vehicles must be ordered in 2020.

**What alternative resources have been considered?**

N/A

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

SPD was awarded funding through WASPC to purchase 2 patrol vehicles for use by the Behavioral Health Unit. SPD also received JAG funding for 2 patrol vehicles for a total of 4 new vehicles. Four vehicles previously bought with SIP funds were re-allocated to grant funding to meet grant deadlines and now we are re-buying 4 vehicles with SIP funds.

**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

E2AAB6F5A12B489...



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

December 7, 2020

City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

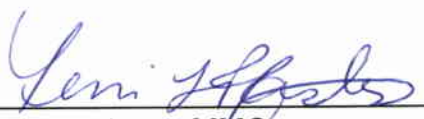
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Terri L. Pfister, MMC  
Spokane City Clerk



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November 23, 2020

City Clerk File No.:  
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OPR 2020-0782

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November 9, 2020


City Clerk File No.:  
OPR 2020-0781  
OPR 2020-0782

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SPOKANE, WASHINGTON 99201-3342  
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November 2, 2020

City Clerk File No.:  
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OPR 2020-0782

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**Motion carried unanimously.**

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
11/02/2020

<b><u>Date Rec'd</u></b>	10/20/2020
<b><u>Clerk's File #</u></b>	OPR 2020-0782
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	RE19677

<b><u>Submitting Dept</u></b>	FLEET OPERATIONS
<b><u>Contact Name/Phone</u></b>	ERIC OLSEN 835-4505
<b><u>Contact E-Mail</u></b>	EOLSEN@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	5100-PURCHASE OF TWO TAHOES

**Agenda Wording**

Fleet Services would like to purchase 2 Police Tahoes from Bud Clary Chevrolet in Longview, WA, using WA State Contract #05916. Total purchase amount is \$94,377.38, including tax.

**Summary (Background)**

The 2 Police Tahoes will replace units that have reached the end of their economic life. We recommend approval for the purchase of 2 Police Tahoes for the Police Department. Funding for this is included in the Police Department budget.

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

Expense	\$ 94,377.38	# 590279115940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	PAINE, DAVID
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	10/19/20
<b><u>Council Sponsor</u></b>	Breean Beggs

**Distribution List**

mmartinez

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA
<b><u>POLICE</u></b>	LUNDGREN, JUSTIN

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Police Tahoes
<b>Date:</b>	October 19, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 2 Police Tahoes from Bud Clary Chevrolet in Longview, WA, using WA State Contract #05916. Total purchase amount is \$94,377.38, including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The 2 Police Tahoes will replace units that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of 2 Police Tahoes for the Police Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Police Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Expenditure Control Form



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

**Today's Date:** 10/14/2020    **Type of expenditure:** Goods ☒ Services ☐

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** 191,631.69

**Funding Source:** SPD SIP Funds

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

**Why is this expenditure necessary now?**

This is to supplement 4 SPD Patrol vehicles that were included in SPD's capital plan for 2020. Grant funds were received to pay for 4 vehicles so this request is for 4 additional vehicles under the SIP. Total vehicle purchased using SIP funds remains unchanged from approved capital plan.

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

To avoid supplanting, these vehicles must be ordered in 2020.

**What alternative resources have been considered?**

N/A

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

SPD was awarded funding through WASPC to purchase 2 patrol vehicles for use by the Behavioral Health Unit. SPD also received JAG funding for 2 patrol vehicles for a total of 4 new vehicles. Four vehicles previously bought with SIP funds were re-allocated to grant funding to meet grant deadlines and now we are re-buying 4 vehicles with SIP funds.

**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

E2AAB6F5A12B489...

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, October 6, 2020 1:04 PM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2020-10-73 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-10-73**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

### Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: mmartinez@spokanecity.org

Quote Notes: Tahoe w/out Console

Vehicle Location: SPOKANE CITY

### Color Options & Qty

SATIN STEEL METALLIC G9K - 1

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0501-001	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$37,988.00	\$37,988.00
2021-0501-002	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,045.00	\$4,045.00
2021-0501-005	(AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00

2021-0501-009 (AU7)Key, common, fleet (Includes SEO (6E2) complete vehicle fleet common key or SEO (6E8) complete vehicle fleet common key and (9C1) Police Vehicle.)	1	\$75.00	\$75.00
2021-0501-018 (R9YFleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	1	(\$30.00)	(\$30.00)
2021-0501-020 (5Y1)Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	1	\$0.00	\$0.00
2021-0501-021 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2021-0501-024 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
2021-0501-025 (6J4)Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	1	\$55.00	\$55.00
2021-0501-026 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2021-0501-035 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2021-0501-050 All weather mats, front seat floors only (DLR)*** Mats do not are not secured down, note for when using the vinyl flooring	1	\$115.00	\$115.00
2021-0501-059 Mud guards, front and rear(DLR)	1	\$185.00	\$185.00
2021-0501-110 (KSPEAK)100 watt siren speakerNOTE: MUST ORDER SEO 6J3RECOMMENDATION: order SEO 6J4 wiring to enable horn tap functionality	1	\$205.00	\$205.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$43,252.00
<b>8.4 % Sales Tax:</b>	\$3,633.17
<b>Quote Total:</b>	\$46,885.17

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Thursday, October 8, 2020 8:57 AM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2020-10-92 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2020-10-92**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: mmartinez@spokanecity.org  
Quote Notes: Tahoe with Console  
Vehicle Location: SPOKANE CITY

### Color Options & Qty

BLACK GBA - 1

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0501-001	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$37,988.00	\$37,988.00
2021-0501-002	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,045.00	\$4,045.00
2021-0501-004	(A50)Seats, front bucket (When ordered with (9C1) Police Vehicle, includes (PQA) 1FL Safety Package. Includes (D07) floor console.)	1	\$745.00	\$745.00

2021-0501-005 (AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00
2021-0501-009 (AU7)Key, common, fleet (Includes SEO (6E2) complete vehicle fleet common key or SEO (6E8) complete vehicle fleet common key and (9C1) Police Vehicle.)	1	\$75.00	\$75.00
2021-0501-014 (USR)USB data ports, 2, one type-A and one type-C, located within center console (Included and only available with (A50) front bucket seats.)	1	\$0.00	\$0.00
2021-0501-018 (R9YFleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	1	(\$30.00)	(\$30.00)
2021-0501-021 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2021-0501-024 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
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2021-0501-026 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2021-0501-035 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2021-0501-050 All weather mats, front seat floors only (DLR)*** Mats do not are not secured down, note for when using the vinyl flooring	1	\$115.00	\$115.00
2021-0501-110 (KSPEAK)100 watt siren speakerNOTE: MUST ORDER SEO 6J3RECOMMENDATION: order SEO 6J4 wiring to enable horn tap functionality	1	\$205.00	\$205.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$43,812.00
<b>8.4 % Sales Tax:</b>	\$3,680.21
<b>Quote Total:</b>	\$47,492.21

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

12/07/2020

Date Rec'd	11/23/2020
Clerk's File #	ORD C35994
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0320 - ORDINANCE RENAMING FORT GEORGE WRIGHT DR. TO WHISTALKS		

Agenda Wording

An ordinance renaming Fort George Wright Drive to Whistalks Way.

Summary (Background)

This ordinance implements the Plan Commission's unanimous recommendation to rename Fort George Wright Drive to Whistalks Way, as the result of a process of discussions among the tribes in the region and the Native people who live in the Spokane area. The new name was chosen by the tribes as a way to honor the women warriors, then and now.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ TBD		# TBD
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> UD Comm., 11-9-2020
<u>Division Director</u>		<u>Council Sponsor</u> CMs Stratton and
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

**ORDINANCE NO. C35994**

An ordinance changing the name of Fort George Wright Drive to Whistalks Way.

**WHEREAS**, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to Chapter 17D.050A, Spokane Municipal Code; and

**WHEREAS**, the Plan Commission held a public hearing on October 28, 2020 to obtain public comments on the proposed street re-naming, and continued the hearing to November 11, 2020, after which the Plan Commission closed public testimony, and voted (10-0) in favor of recommending that the City Council change the name of the roadway to Whistalks Way.

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

That Fort George Wright Drive, extending from Government Way on the west to the south landing of TJ Meenach Bridge on the east, shall be re-named "Whistalks Way."

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

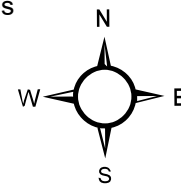


# Fort George Wright Drive

Fort George Wright Drive Renaming

0 0.05 0.1 0.2 Miles

**THIS IS NOT A LEGAL DOCUMENT:**  
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



## Legend

- Address Point
  - Project Limits
  - Parcel
- 2020

**Spokane City Plan Commission  
Findings of Fact, Conclusion, and Recommendation for the  
Ft. George Wright Drive Proposed Street Name Change under the Spokane  
Municipal Code chapter 17D.050A Roadway Naming.**

**A recommendation from the City Plan Commission to the City Council certifying that the Ft. George Wright Drive Street Name Change to Whistalks Way is in conformance with the Spokane Municipal Code.**

**Findings of Fact:**

- A.** The Plan Commission has been presented with a private application for a street name change.
- B.** The City of Spokane, under the Spokane Municipal Code chapter 17D.050A, is authorized to establish or change a roadway name by ordinance upon recommendation of the City Plan Commission.
- C.** The proposed street name change was initiated and processed under the procedures set forth in SMC chapter 17D.050A.055 Naming of Roadways.
- D.** The City Plan Commission conducted a public hearing on October 28, 2020, continued to November 11, 2020, to receive public comments on the proposed street name change.
- E.** Public testimony was received in writing before the first hearing and up until the continuation, it was also accepted orally at the two public hearings. Public comment received was predominately in favor of the name change to Whistalks Way, with one commenter opposed to the name change.

**Conclusion:**

The proposed street name change has been reviewed by the City Plan Commission and is found to be in conformance with the procedures, policy, and decision criteria for a street name change in Spokane Municipal Code chapter 17D.050A.

**Recommendation:**

By a vote of 10 to 0, the Plan Commission recommends to the City Council the approval of the proposed street name changes, to include historical signage on the former name, the new name, and why the name was changed.

  
Todd Beyreuther (Nov 23, 2020 11:15 PST)

**Todd Beyreuther, President  
Spokane Plan Commission  
November 11, 2020**






# PC Findings Conclusions Street Name Chnges

Final Audit Report

2020-11-23

Created:	2020-11-17
By:	Stephanie Bishop (sbishop@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn5wcnRT4PcKgdaMn3hF_6_aj_kwbMEXB

## "PC Findings Conclusions Street Name Chnges" History

-  Document created by Stephanie Bishop (sbishop@spokanecity.org)  
2020-11-17 - 8:09:56 PM GMT- IP address: 73.239.59.248
-  Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature  
2020-11-17 - 8:10:29 PM GMT
-  Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)  
2020-11-23 - 7:14:39 PM GMT- IP address: 73.140.12.157
-  Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)  
Signature Date: 2020-11-23 - 7:15:22 PM GMT - Time Source: server- IP address: 73.140.12.157
-  Agreement completed.  
2020-11-23 - 7:15:22 PM GMT

“Whist-alks Way – Woman Warriors – Then and Now” scnmsci (woman who goes into battle)

The Spokane Tribe moves to honor the “Women Warriors – Then and Now.” The Spokane Tribe not only wants to honor our native women from the battlefields of the 1800’s – we also want to honor the Spokane tribal women of our families today. We honor the female warriors who daily fight to protect and preserve our culture, our lifeways, our families, our lands, our environment, and our Tribe. The City of Spokane benefits from the Spokane Indian women and Indigenous leadership that serve as nurses, lawyers, professors, school board members and directors of urban service centers.

Spokane Tribal elder Jim Sijohn shared “What I am going to share with you is not from books. My great grandfather is Ignace Garry, the great great-grandson of Chief Spokane Garry. I first heard this story in an encampment in 1978 near Clark Fork, Idaho”. Jim shared “I am going to tell you in English because that is what I was forced to learn.”

“Our people began hearing rumors the U.S. soldiers were coming. When our people started getting ready in the encampments... it was all a buzz. Like bees. Getting ready and preparing for battle. The women would run and get the bows, arrows and would bring the lances and shields to the men on horses. Hooking them on and getting them ready.”

“The Coeur d’Alene warriors began to send out work the villages. Riding horseback to the villages. They prepared through the evening and all through the night. They began putting on their medicine from the campfire. They began putting on their paint. Early in the morning they started out leaving their camp. There were medicine men and medicine women praying for them. The women in the camp started getting ready for the warriors that may be hurt, wounded or dying. They set up a medic shelter for them. They began preparing the medicines that would be needed.”

“When the battle began our warriors fought fearlessly. It wasn’t just men warriors, there were women warriors. Spokane women and Coeur d’Alene women. They fought right alongside of the men.”

“There is a story told on how one native woman, she rode bareback, and when a warrior would go down, she would ride in and get that warrior, put him on the front of her and ride back to camp. Let him off at the camp, medicine shelter, where the women would start working on him. Time after time she did this. Again, and again she rode out onto the battlefield and picked up a wounded warrior. Then she got shot.”

“A warrior picked her up and took her part way towards camp. Another woman rode out and met him and they exchanged. He went back to battle. She took the woman to camp. They say when she died, she was singing her medicine song.”

“Our warriors went up against rifles and cannons. They ended up fighting with bare hands, but they fought to protect their families. At Hangman Creek, the soldiers lined up. This Col. Wright walked through and pointed at the Indians. They made them line up... brothers and sisters, and point “You and You” selecting the Indians to be killed. The U.S. soldiers got them out there to do “their justice.” One of the warriors sang his song. He said I’m going to give it to you. You are going to have hard times. That wasn’t the only song that was sung that day. All of the sudden you would hear a woman’s voice. They weren’t singing loud because they were afraid of George Wright. They lived in fear. They were singing medicine songs and prayer songs. I hope you remember those women who were standing there. They were praying for their people. Just think what or ancestors had to go through after the battle.”

## Whist-alks

Whist-alks, the daughter of Chief Polotkin and wife of Qualchan. This marriage union brought peace and stability to the region. Her family was known for their intelligence and good looks and her beauty is famous to this day (told by Mary sister of Qualchan, told to Brown p. 296). Whist-alks, whose name means "Walks in a Dress", she rode alongside her husband Qualchan. They wore their "finery of beaded buckskin" as they rode into Col. Wright's camp. Whist-alks took up Qualchan's beaded medicine staff with feathers. The Chiefs and headmen usually carry them in ceremonies. Mary spoke "it was Qualchan's custom to have Whist-alks ride with him and she carried his medicine staff." The Yakama's told the story of Whist-alks, who also served as a warrior. "Looking up, he saw Qualchan's [wife] cutting her way through the troops with a sword she had seized from one of them" (A.J. Splawn p. 119). Whist-alks remembered "when in a moment two soldiers entered the tent and grasped her husband at the head and shoulders, threw him on his back and bound him with cords." She stated "I tried to cut one soldier with my knife, but another one kicked the knife out of my hand and then a great number of soldiers crowded in, overpowered us." (Dandy Jim, p. 12 "Warriors of the Mist" p.329). Whist-alks said that when she saw the rope go over Qualchan's head, she knew all was lost and grabbing a sabre from a soldier, she started on the run out of camp. The quarter master, Tom Beall recalls "I was standing a short distance from Col. Wright's tent, when an Indian woman made her appearance in camp and she had a long lance covered with solid beadwork. She was mounted on a fine-looking horse. She rode up in front of the Col's tent and stuck the lance in the ground and rode off." Whist-alks later went into Flathead country, joining buffalo hunts east of the Rockies, where battles with Blackfoot tribe were common. She lived her final years at the mouth of the Spokane.

There is a reason the City of Spokane is named Spokane. There is a reason why members of the Spokane City Council are looking for guidance on renaming a city street. It's because of the Spokane Tribe and our important place within the community. Let's continue to provide knowledge to our city neighbors.

## **Pfister, Terri**

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**From:** Palmquist, Tami  
**Sent:** Thursday, December 3, 2020 7:36 AM  
**To:** City Council Members  
**Cc:** Pfister, Terri; McClatchey, Brian; Thomas Cooney  
**Subject:** FW: Rename Ft. George Wright Drive to Whistalks Way  
**Attachments:** Battle of Spokane Plains Map.jpg

City Council Members,

This public comment was inadvertently left out of the previous group of comments. Mr. Cooney has expressed interest in joining the CC Hearing to testify as well. Thank you.

*I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!*

**Tami Palmquist, AICP, CFM** | Principal Planner  
direct 509.625.6157 | planning line 509.625.6188 | main 509.625.6300

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**From:** Thomas Cooney <tcooney460@gmail.com>  
**Sent:** Tuesday, November 10, 2020 3:16 PM  
**To:** Palmquist, Tami <tpalmquist@spokanecity.org>  
**Subject:** Rename Ft. George Wright Drive to Whistalks Way

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Ms. Palmquist:

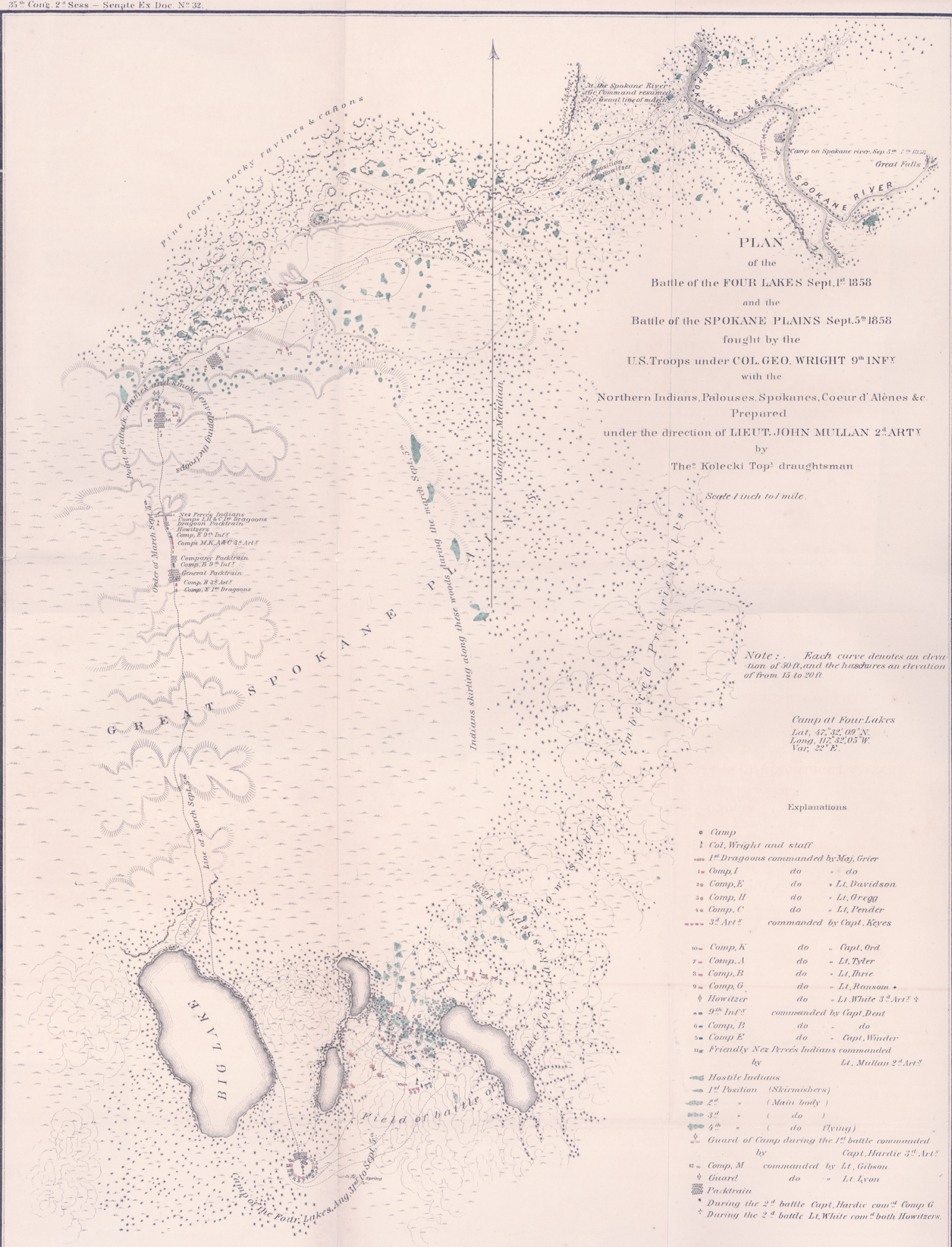
I am writing for Westerners Spokane Corral as official public comment to renaming Ft. George Wright Drive to Whistalks Way. Please include this email in the public comment record for Nov 11, 2020 meeting to consider the renaming.

Westerner's northwest history club is part of Westerners International. Westerners Int'l was founded in 1944 and has over 60 corrals (or chapters) in the US, and 20 corrals abroad, with over 4,000 members around the globe. Corrals meet monthly for camaraderie and interesting programs on all aspects of Western history. Westerners Spokane Corral has been meeting on a monthly basis in Spokane since 1955. Virtual meetings actively continue throughout Covid-19 restrictions. The Corral publishes a twice yearly journal, "The Pacific Northwestern", subscribed by numerous prominent university libraries and individuals.

The US Army ordered Colonel Wright to "attack all the hostile Indians you may meet, with vigor, make their punishment severe, and persevere until the submission is complete." Clearly, Colonel Wright was not a rogue commander, who imposed his arbitrary idea of war on the Confederated Tribes at the Battle of Spokane Plains. His campaign against Indians in the Spokane area was indeed ordered and authorized by the US Army, under the usual standards of battle known and incorporated in 1858.

Following the battles vs. various local Tribes near Four Lakes and Spokane Plains, Colonel Wright's troops encamped Sep 5-7, 1858 along the Spokane River at a "U" shaped curve in the river where Ft. George Wright is now located. (See [map link here](#) and enlargeable map below). The map was created in 1858 by Lt. Mullan (of Mullan Rd fame) and his





## **Pfister, Terri**

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**From:** Palmquist, Tami  
**Sent:** Thursday, December 3, 2020 2:47 PM  
**To:** City Council Members  
**Cc:** Pfister, Terri; Richman, James; McClatchey, Brian; Thomas Cooney  
**Subject:** FW: Renaming Ft. George Wright Dr.  
**Attachments:** renaming-ft-george-wright-drive-street-name-change-application.pdf

City Council Members,  
Please accept this additional public comment for the upcoming Public Hearing on December 14<sup>th</sup> for the Street Renaming of Fort George Wright Drive.

Thank you,

*I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!*

**Tami Palmquist, AICP, CFM** | Principal Planner  
direct 509.625.6157 | planning line 509.625.6188 | main 509.625.6300

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**From:** Thomas Cooney <tcooney460@gmail.com>  
**Sent:** Thursday, December 3, 2020 2:37 PM  
**To:** Palmquist, Tami <tpalmquist@spokanecity.org>  
**Subject:** Renaming Ft. George Wright Dr.

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Ms. Tami Palmquist --

Please include this email as my public comment/testimony before the City Council for the Dec 14, 2020 public meeting. This written report covers material in addition to that provided in my email to the Plan Commission of 11/10/20. Please copy me with your transmittal.

### **Legal Errors Making Plan Commission 11/11/20 Meeting Unfair, and also Void**

- The Governor's covid-19 order modified the Open Public Meeting Act virtual meetings to only those that are "necessary and routine". Clearly, virtual meetings are allowed, but for only "necessary and routine" issues. The Plan Commission's meeting of 11/11/20 did not comply with the Governor's order, as rename of a drive that has been in existence for at least decades, in neither necessary nor routine.
- The Plan Commission meeting of 11/11/20 was at 4:00 PM on Veteran's Day, a WA State holiday. OPMA states that public meetings cannot be held on holidays. The Washington State Open Public Meeting Act applies to the entire State. For purposes of OPMA, a municipal corporation cannot carve out a non-holiday from a list of State holidays. See the legal principle "preemption"
- Ft. George Wright Dr. runs through a City-County Historic Preservation District of the same name. Any modifications to such a district that modifies its historical nature must be approved by the Spokane City-County Historic Preservation Office. No coordination with the City-County Historic Preservation Office has been made, and no approvals have been sought or received.

- In spite of the Plan Commission's enabling ordinance, no expert testimony was sought for the 11/11/20 meeting. The Commission is specifically required to invite/seek expert testimony.

### **Epic Failure of Proposed Name, "Whis-talks", to Repair Hard Feelings about Indian Wars**

- Whis-talk was a Native American wife of Qualchan. Her history is limited to the fact that she left Colonel Wright's camp on Latah Creek (aka, Hangman Creek) after the execution of Qualchan, while thrusting a spear into the ground in front of Col. Wright's quarters. Other than the fact that she was a woman who thrust a spear, Indian and other histories record nothing about her. The normal reasons to memorialize a person are missing in this instance: no unusual public generosity, nothing discovered, no firsts in history, no gallantry in war. Whis-talk's name piercing through the main body of Ft. George Wright Historic District is just as repugnant to those who are knowledgeable as the Indian's feelings about the name Fr. George Wright Drive. Those who nod and smile at the thought of an Indian woman's name in place of the current name, may not realize that she has little, if any, claim to fame. They simply wish to ride the wave of the Women's Movement and efforts to remove parts of history from public view. To begin to repair difficult sentiment surrounding the current name of the Drive, the name Whis-talk is about the worst that could be proposed. A neutral name having no connection to the Indian Wars would be far better and more healing, than one that merely denotes and continues defiance, anger and emotional wounds. Nothing is laid to rest by the name Whis-talk. If this is the time to forget about the past and move ahead, "Whis-talk Way" is not the way to do it.
- Many peace makers were associated with the battle at Rosalia, and the two battles near Fairchild AFB. Fr. Joset rode from Cataldo Mission to mediate peace between Colonel Steptoe and the Confederated Tribes. Chief Garry was another known to disdain warfare, and he tried to mediate discussions between Indians and Colonel Wright following the battles. If an entirely neutral street name is not deemed appropriate, incorporate a name change denoting a peacemaker.

### **Violations of Spokane's Street Name Ordinance**

- Attached is a copy of the Application for street name change. Nothing is discussed, as required by the form, regarding how the name "Whis-talks" fits with surrounding/nearby names. All the existing street names are military based, many of them important Generals. Whistalk is not suitable among the military based names. She did not fight as a warrior, and is not known to have any direct association with war or the military.
- The City Ordinance does not allow punctuation within street names. To spell her name properly would be "Whis-talks" in Native American parlance. In order to properly place her name on a street sign, the City would have to shamefully misspell the name, a probable affront to the very culture the City seeks to please.
- According to City Ordinance, one continuous street is not to have more than one street name. Ft. George Wright Drive wrongly continues from W TJ Meenach Drive for about 1.5 Miles to Government Way. Now is the time to correct the Ordinance violation, and continue the street name W TJ Meenach Dr. all the way from NW Boulevard to Government Way.

I have intentionally left out monotonous legal citations, often seen as a distraction by non-legal specialists. Give the above email to your legal staff. They will tell you that the above is correct. I would be glad to meet in a non-confrontive environment, with you or your staff for modern day peace making. Please email your requests for more information or clarification. My personal life and calendar may not allow attendance at the 12/14/20 City Council meeting. I will try to make it. -- Yours truly, Thomas Cooney, Attorney at Law.

## Price, Laura

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**From:** Williams, Stephen  
**Sent:** Friday, December 11, 2020 9:43 AM  
**To:** Price, Laura  
**Subject:** AGENDA: FGWDrive renaming  
  
**Categories:** Yellow Category

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**From:** Pfister, Terri <tpfister@spokanecity.org>  
**Sent:** Wednesday, December 9, 2020 10:47 AM  
**To:** Williams, Stephen <swilliams@spokanecity.org>  
**Subject:** FW: FGWDrive renaming

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**From:** Palmquist, Tami <[tpalmquist@spokanecity.org](mailto:tpalmquist@spokanecity.org)>  
**Sent:** Wednesday, December 9, 2020 10:39 AM  
**To:** City Council Members <[citycouncilmembers@spokanecity.org](mailto:citycouncilmembers@spokanecity.org)>; Pfister, Terri <[tpfister@spokanecity.org](mailto:tpfister@spokanecity.org)>  
**Subject:** FW: FGWDrive renaming

Please see the following public comment. Thank you.

*I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!*

**Tami Palmquist, AICP, CFM** | Principal Planner  
direct 509.625.6157 | planning line 509.625.6188 | main 509.625.6300

---

**From:** Frances Kendrick <[FKEND@msn.com](mailto:FKEND@msn.com)>  
**Sent:** Wednesday, December 9, 2020 10:37 AM  
**To:** Palmquist, Tami <[tpalmquist@spokanecity.org](mailto:tpalmquist@spokanecity.org)>  
**Subject:** FGWDrive renaming

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

I heartily support renaming this road. We commemorate our admired by naming things after them: it implies we honor and agree with them. I trust we do not now admire genocide. That it is part of our history that we should not forget has nothing to do with it. We do not name anything after Hitler, nor the South Hill rapist. Let it be part of our history that we regret George Wright's actions and removed him from our honor list.

As far as the native name, I could learn to pronounce it if the Council says it a few times!

Sincerely,  
Frances Kendrick

Sent from [Mail](#) for Windows 10



# Street Name Change Application

Rev.20180103

1. **Describe the purpose or reason for the proposed street name change. In what way will the public's interest or public safety be served by the name change?**

Given the genocidal atrocities that the US Army inflicted upon the Spokane Tribe, their crops, horses and leaders at the command of George Wright it is fitting to work with the tribe and change the name to something more inspirational to our Native population especially those that travel Fort George Wright Drive to go to SFCC to better themselves with higher education.

2. **What uses are located on the adjacent property and in the vicinity? Describe the character of the street proposed for the name change.**

The drive stretches from Government Way to TJ Meenach Bridge. It is surrounded by the Unitarian Universalist Church, Spokane Falls Community College, Mukogawa Japanese School, Spokane Neighborhood Action Partners, and a couple of apartment complexes including the old Fort George Wright barracks.

3. **Is the proposed change consistent with the policy for naming streets found in Chapter 17.D.050 of the Spokane Municipal Code? If so, how is it consistent?**

Yes, the primary purpose of renaming this roadway (more specifically "drive") is SMC Section 17D.050A.060, subsection B that reads, "Roadway names shall not contain vulgarity or vulgar innuendo, nor insult to any person, group, or class of persons, or institution."

Fort George Wright Drive was named for U.S. Army Colonel George Wright, for whom the fort itself, established in 1895, was also named. Colonel Wright was stationed at Fort Walla Walla in Washington Territory in 1858 during the outbreak of hostilities between the United States and the Yakima, Palouse, Coeur d'Alene, and Spokane tribes, triggered in large part by the continued encroachment of white settlers on native land. After the defeat of Colonel Edward Steptoe at the Battle of Tohotonimme (commonly called "Steptoe Butte") near present day Rosalia, Steptoe and his soldiers were forced to retreat to Fort Walla Walla, Col. Wright embarked on a punitive expedition throughout Eastern Washington and into Northern Idaho. Colonel Wright ordered the slaughter of over 600 captured horses near the Idaho border, destroying the tribe's economy, causing great harm to the tribe's culture, and causing food shortages and starvation. In addition, Col. Wright ordered the burning of native crops and food stores and ordered the summary execution by hanging of any native person he suspected of having fought against him. At a camp on Latah Creek (often called "Hangman Creek" based on this episode), Col. Wright allowed some native people to come into camp to make peace, but when they did so, Wright ordered some 16 of them arrested and summarily executed, without trial. We believe that maintaining the name of Fort George Wright Drive is a continual stain on our City by honoring a person who engaged in

genocidal and terroristic actions toward the native people who have always lived here. We also believe that maintaining the existing name of Fort George Wright Drive undermines the intent of the City of Spokane's strategic diversity plan, which has, as one of its goals, that the City of Spokane will "create a compassionate community so that all people can feel safe, empowered, and welcome." This renaming process will give us all the opportunity to not only begin a healing process with the tribes, but have an insightful and deep conversation about the history of racism, violence, and discrimination which have been the hallmarks of the interactions between white settlers and native people in the Spokane area, not to assign blame, but to embark on a new shared future, together.

4. **Does the proposed new street name duplicate a street name already in use within the Spokane Metropolitan Area?**

There is no proposed name yet, we will be working with the tribes to find a more appropriate name for that roadway.

5. **Is the proposed new street name consistent with the name of adjacent streets and streets with a common alignment?**

Again, there is no proposed name yet, as we will be working with the tribes to find a more appropriate name for that roadway. We are aware of the guidelines listed out in SMC Section 17D around names and numbering of roadways in conjunction with the adjacent streets and streets with a common alignment.

6. **If the proposed name change is within a Planned Unit Development, will the proposed name of the private street be consistent with the names of surrounding public streets?**

Again, there is no proposed name yet, as we will be working with the tribes to find a more appropriate name for that roadway. We are aware of the guidelines listed out in SMC Section 17D around names and numbering of roadways in conjunction with the adjacent streets and streets with a common alignment.

7. **Will the proposed street name result in an intersection with the same name (e.g. First Avenue and 1<sup>st</sup> Avenue) or create more than one intersection with the same name?**

Again, there is no proposed name yet, as we will be working with the tribes to find a more appropriate name for that roadway. We are aware of the guidelines listed out in SMC Section 17D around names and numbering of roadways in conjunction with the adjacent streets and streets with a common alignment.

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

12/07/2020

Date Rec'd	11/24/2020
Clerk's File #	ORD C35995
Renews #	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0650 - ORDINANCE FOR STREET NAME CHANGE – SHELBY RIDGE ST. TO		

Agenda Wording

An ordinance changing the name of a segment of Shelby Ridge Street to Aviary Ct.

Summary (Background)

As part of the 2019 Street Name Change update this segment of roadway identified to be changed. The Plan Commission recommended approval of the name change but the finalization was placed on hold due to Covid-19. This road segment does not have any homes addressed off of it and the plat to the west had now been completed. It is timely to finish this particular street name change.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session\Other</u> PC 2/26/20 & Public
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u> CM Candace Mumm
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	tpalmquist@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kbecker@spokanecity.org
<u>Additional Approvals</u>		sbishop@spokanecity.org
<u>Purchasing</u>		jrichman@spokanecity.org

## Briefing Paper

### Public Safety & Community Health Committee Meeting

<b>Division &amp; Department:</b>	Business and Development Services, Development Services Center
<b>Subject:</b>	Emergency Dispatch has identified address points that are in conflict after the Countywide Addressing Standards were updated.
<b>Date:</b>	November 2, 2020
<b>Contact (email &amp; phone):</b>	Tami Palmquist, 625-6157
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Development Services Center
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of one street name change in order to provide consistency with our standards and improve dispatch systems and emergency response operations.
<u>Background/History:</u> <p>In 2016 the City adopted the Countywide Addressing Standards in order to develop a common countywide standard used by all addressing authorities within Spokane County to reduce addressing conflicts and enhance public safety agencies' abilities to provide emergency response. Public Safety Dispatch Centers are highly reliant on computerized mapping (GIS) and in order for these centers to function effectively and efficiently, standardized addressing is critical for the responders to actually find the address.</p> <p>Plan Commission voted to recommend all name changes. However due to Covid-19 and expressed concern with changing addresses before an election the street name changes were put on hold. One of the name changes will not affect any current addresses and will connect two road segments in a new plat.</p>	
<u>Proposals:</u> <ol style="list-style-type: none"><li>1. Rename a short segment of Shelby Ridge Street northwest of Summerwood Street in Talon Ridge to Aviary Ct. The continuation of this street name would cause a duplication of address points. There are no parcels currently addressed off of this segment.</li></ol>	

**ORDINANCE NO. C35995**

An ordinance changing the name of a segment of Shelby Ridge Street to Aviary Ct.

**WHEREAS**, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to Chapter 17D.050A, Spokane Municipal Code; and

**WHEREAS**, the Plan Commission held a public hearing on January 22, 2020 to obtain public comments on the proposed street re-naming, continued to February 12, 2020, and concluded the hearing on February 26, 2020, after which the Plan Commission closed public testimony, and voted (6-0) in favor of recommending that the City Council change the name of the roadway.

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

That the segment of Shelby Ridge Street, extending from the intersection with S. Summerwood St. on the east to the beginning of the newly platted Aviary Court to the west, shall be re-named "Aviary Court."

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

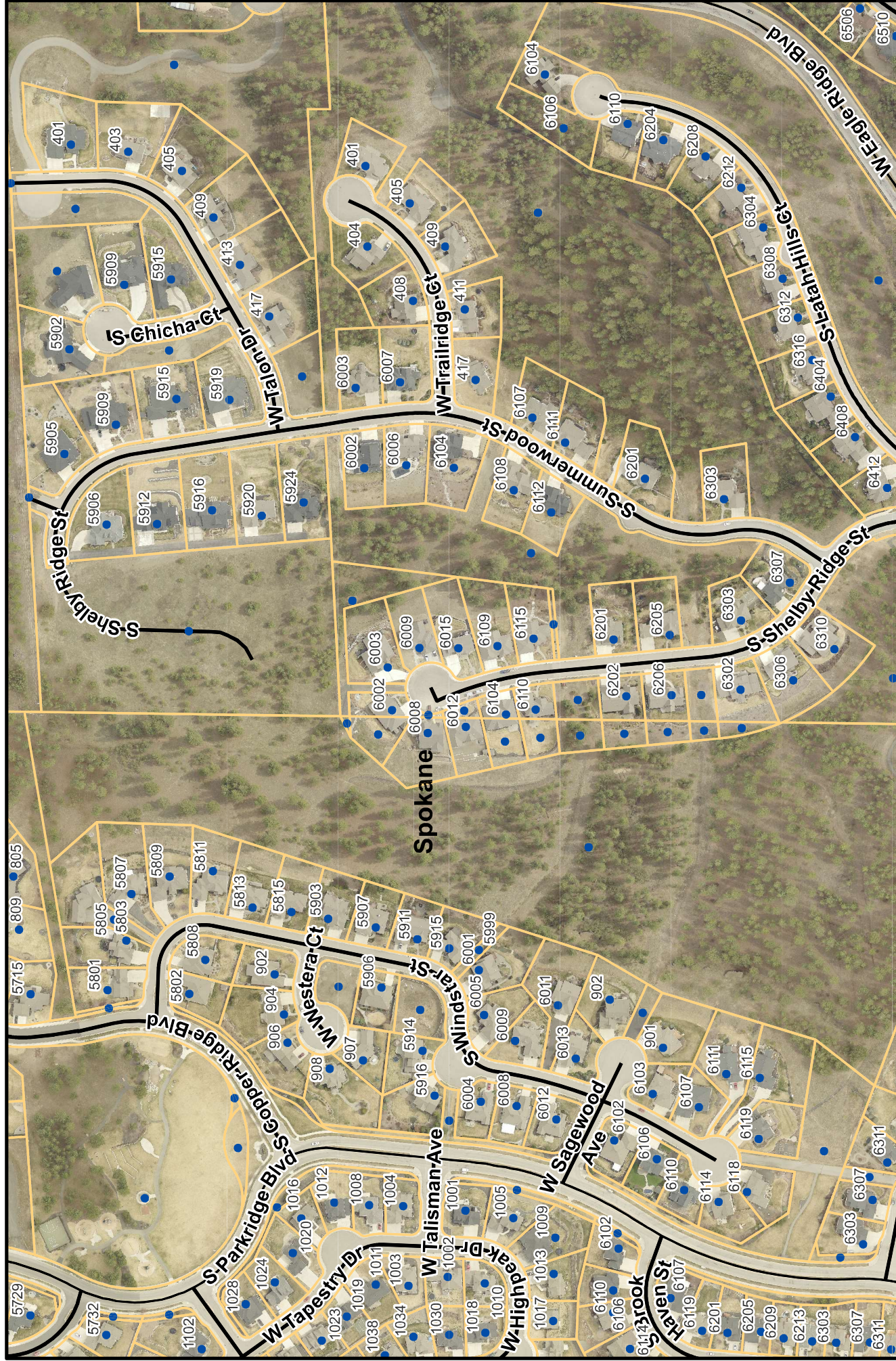
\_\_\_\_\_  
City Clerk

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

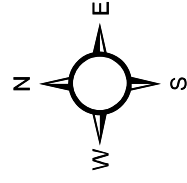
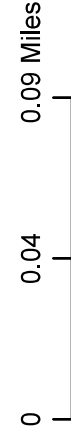
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# Summerwood St Revision



- Legend**
- Address Point
  - Parcel
  - City Park

THIS IS NOT A LEGAL DOCUMENT:  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Spokane City Plan Commission**  
**Findings of Fact, Conclusion, and Recommendation for the**  
**2019 Proposed Street Name Changes under the Spokane Municipal Code chapter**  
**17D.050 Roadway Naming.**

**A recommendation from the City Plan Commission to the City Council recommending approval of proposed roadway name changes.**

**Findings of Fact:**

**A.** Chapter 17D.050A of the Spokane Municipal Code chapter 17D.050A establishes a uniform method for naming roadways and assigning addresses within the City of Spokane in order to facilitate expedient emergency response by medical, law enforcement, fire, rescue and any other emergency services, and requires roadway name changes to be consistent with established roadway naming standards.

**B.** The City of Spokane filed a proper and sufficient Roadway Name Change Application to rename the following existing public streets:

- a. Rename N. Calkins Drive to E. Calkins Drive between E. Cozza Dr. and N. Standard St.
- b. Rename W. Cliff Avenue to W. Cliff Drive between S. Monroe St. and S. Grand Ave.
- c. Rename N. Navaho Drive to a name selected by the residents, from N. Skyline Drive to N. Wieber Dr.
- d. Rename E. Parkwood Dr. to S. Parkwood Cir.
- e. Rename S. Rockwood Blvd., between 10th Ave and 11th Ave. to E. Rockwood Blvd.
- f. Rename E. 18th Ave. between E. Southeast Blvd. and S. Southeast Blvd. to E. and S. Southeast Blvd.
- g. Rename E. St Thomas Moore Way to E. St Thomas More Way.
- h. Rename a short segment of Shelby Ridge Street northwest of Summerwood Street in Talon Ridge.

**C.** The proposed roadway name changes were initiated and processed under the procedures set forth in SMC chapter 17D.050A. Prior to submitting the proposed roadway name changes, notice of the proposed changes was given to owners of property fronting on each of the roadways, the United States Postal Service, and emergency dispatching personnel, for the purpose of eliciting comments. In addition, notice was provided as required by SMC 17G.060.120.

**D.** The City Plan Commission conducted a public hearing on January 22, 2020, continued to February 12, 2020 and concluding on February 26, 2020, to receive public comments on the proposed street name changes.

**E.** Based on verbal and written testimony and comments by City staff including law enforcement and emergency service providers, the Plan Commission finds that the proposed roadway name changes are consistent with the roadway naming standards of SMC 17D.050A.060 and will further the public interest or public safety, specifically in the dispatching of emergency vehicles.

**Conclusion:**

Based on the application materials, the briefing paper submitted by staff, and the verbal and written testimony/comments received prior to and during the hearing, the Plan Commission concludes that the proposed roadway name changes are consistent with the roadway naming standards of SMC 17D.050A.060 and will further the public interest or public safety, specifically in the dispatching of emergency vehicles.

**Recommendation:**

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed roadway name changes, subject to the following condition: Recognizing that a street name change made for the public good to improve emergency response and public safety, through no fault of their own, puts a burden upon affected residents, the Plan Commission recommends that the City delay implementation of these changes for a reasonable time until ways of assisting the affected residents who have limited resources and abilities can be explored.

A handwritten signature in dark ink, appearing to read 'Todd Beyreuther', is written over a horizontal line.

**Todd Beyreuther, President  
Spokane Plan Commission  
February 26, 2020**



**Agenda Sheet for City Council Meeting of:**  
11/16/2020

<b>Date Rec'd</b>	10/26/2020
<b>Clerk's File #</b>	ORD C35974
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	KEVIN FREIBOTT 625-6184	<b>Project #</b>	Z19-502COMP
<b>Contact E-Mail</b>	KFREIBOTT@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 – COMPREHENSIVE PLAN AMENDMENT – 29TH AND RAY		

**Agenda Wording**

An Ordinance relating to application Z19-502COMP by Mr. Schmelzer and Ms. Wallace, amending the Comprehensive Plan Land Use Plan Map from Residential 4-10 to Office for 0.61 acres and a change to the Zoning Map from RSF to O-35.

**Summary (Background)**

The proposal concerns 3203 & 3207 E 29th Ave (pcls 35273.0219 and .0220) expanded by Council to include 2820 & 2826 S Ray St (pcls 35273.0305 and .0306). This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on Sept 8 to consider this amendment and issued a split recommendation.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MEULER, LOUIS	<b><u>Study Session\Other</u></b>	CC Study Session 10-29-20
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	CM Mumm
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	tblack@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	jrichman@spokanecity.org	
<b><u>Additional Approvals</u></b>		sbishop@spokanecity.org	
<b><u>Purchasing</u></b>		lmeuler@spokanecity.org	
		dhume@spokane-landuse.com	

Ordinance No. C35974

AN ORDINANCE RELATING TO APPLICATION FILE Z19-502COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.61 ACRES LOCATED AT 3207 AND 3203 E 29<sup>TH</sup> AVENUE AND 2820 AND 2826 S RAY STREET (PARCELS 35273.0219, 35273.0220, 35273.0305, AND 35273.0306) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE (O-35)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z19-502COMP was submitted in a timely manner for review during the City's 2019/2020 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z19-502COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 0.61 acres from "Residential 4-10" to "Office"; if approved, the implementing zoning destination requested is "Office (O-35)"; and

WHEREAS, staff requested comments from agencies and departments on May 11, 2020, and a public comment period ran from June 8, 2020 to August 7, 2020; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 25, 2020; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 24, 2020 for the amendment to the Comprehensive Plan, the comment period for which ended on September 14, 2020; and

WHEREAS, a staff report for Application Z19-502COMP reviewed all the criteria relevant to consideration of the application was published on August 25, 2020 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 26, 2020 and September 2, 2020; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 26, 2020; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 9, 2020, during which the public record was closed; and

WHEREAS, the Spokane Plan Commission held a public hearing, during which they deliberated this and all other Comprehensive Plan Amendment applications, on September 23, 2020; and

WHEREAS, the Spokane Plan Commission found that Application Z19-502COMP as it concerns parcels 35273.0219 and 35273.0220 is inconsistent with the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z19-502COMP as it concerns 35273.0305 and 35273.0306 is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission voted 9 to 0 to recommend denial of the proposal as it concerns parcels 35273.0219 and 35273.0220; and

WHEREAS, the Spokane Plan Commission voted 9 to 0 to recommend approval of the proposal as it concerns parcels 35273.0305 and 35273.0306; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z19-502COMP is approved.
2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 4-10" to "Office" for 0.61 acres, as shown in Exhibits A and B.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amendment from “Residential Single Family” to “Office (O35)” as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Z19-502COMP

(3203 & 3207 E 29th Ave and 2820 & 2826 S Ray St)

2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 3/4/2020

THIS IS NOT A LEGAL DOCUMENT

The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

### EXHIBIT A: Existing Land Use Plan Map



### Legend

Subject Parcels

Parcel

Curb Line

#### Land Use Plan Designation

Residential 4-10

Residential 15-30

Office

CC Core

\* This area was added to the proposal by the City Council and comprises a City-Sponsored Application

Acres (Proposal): 0.61

### EXHIBIT B: Proposed Land Use Plan Map



### Legend

Subject Parcels

Parcel

Curb Line

#### Proposed Land Use

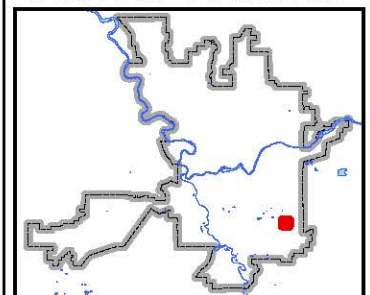
Residential 4-10

Residential 15-30

Office

CC Core

#### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Frebott



# Z19-502COMP

(3203 & 3207 E 29th Ave and 2820 & 2826 S Ray St)

2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 3/4/2020

THIS IS NOT A LEGAL DOCUMENT

The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

## Legend

Subject Parcels

Curb Line

Parcel

### Current Zoning

Center and Corridor Type 2 (CC2)

Office (O)

Residential Multifamily (RMF)

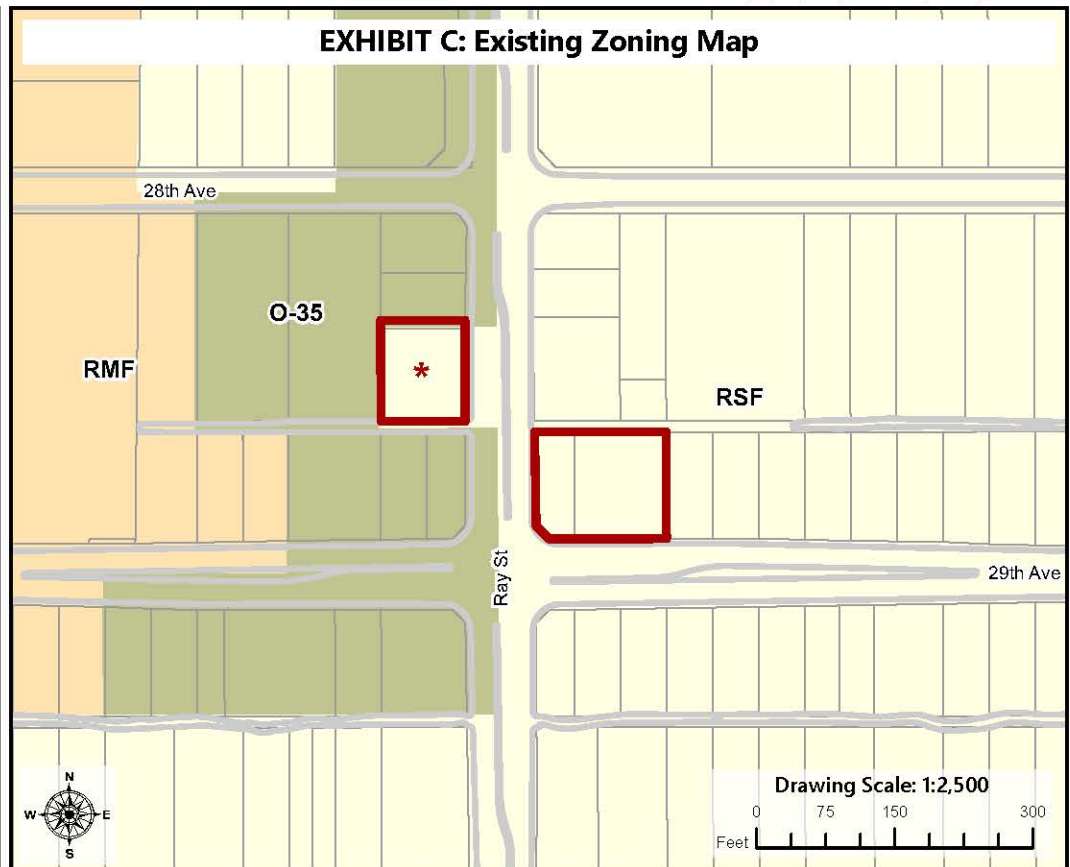
Residential Single-Family (RSF)

\* This area was added to the proposal by the City Council and comprises a City-Sponsored Application

Numbers after a Zone Label denote the height limits in that area.

Acres (Proposal): 0.61

## EXHIBIT C: Existing Zoning Map



## Legend

Subject Parcels

Curb Line

Parcel

### Proposed Zoning

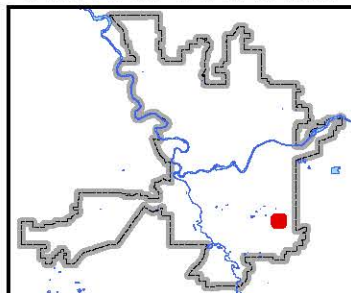
Center and Corridor Type 2 (CC2)

Office (O)

Residential Multifamily (RMF)

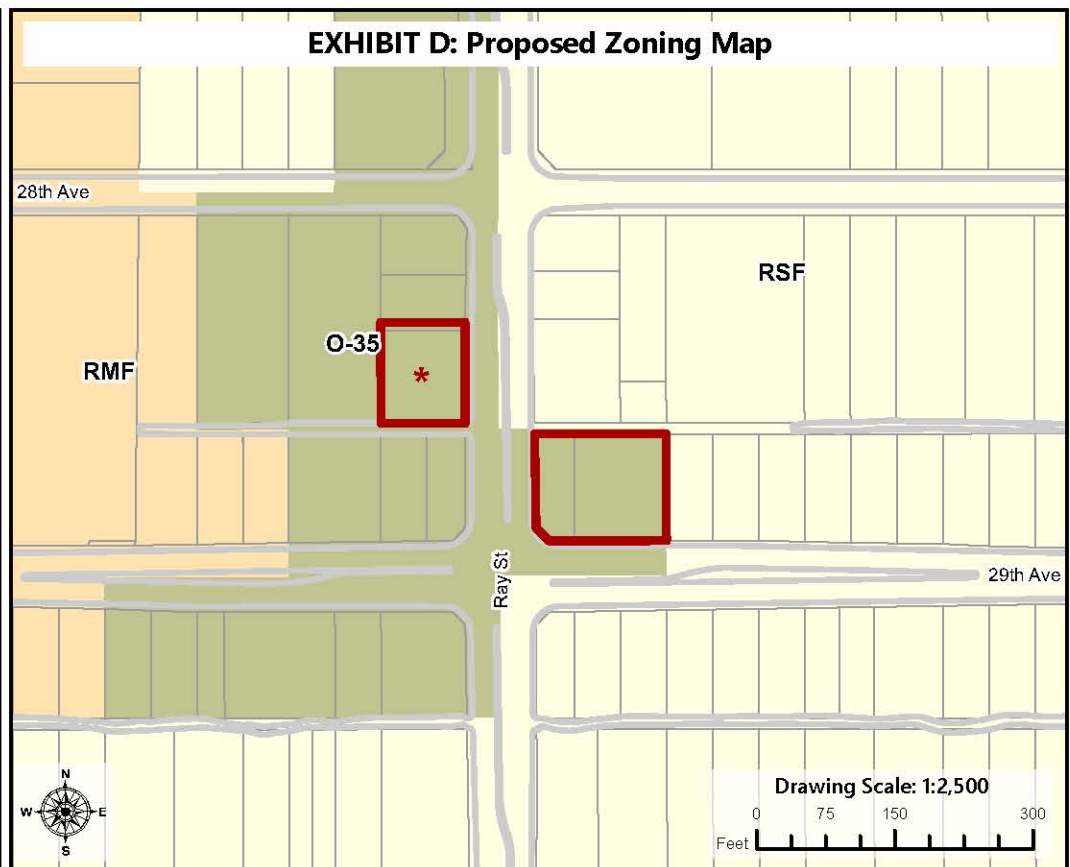
Residential Single-Family (RSF)

### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

## EXHIBIT D: Proposed Zoning Map



**Exhibit E: Legal Description**

Lots 22, 23, and 24, Block 70, Lincoln Heights Addition, except streets; South 100' of Lots 11 & 12, Block 71, Lincoln Heights Addition, exc. Streets; and South 60' of the north 125' of Lots 11 & 12, Block 71, Lincoln Heights Addition, exc. Streets, all in the City of Spokane, Spokane County, Washington State.

**STAFF REPORT Z19-502COMP**

Department of Neighborhood and Planning Services

The following staff report concerns a proposed Comprehensive Plan Amendment to the current Comprehensive Plan for the City of Spokane. The proposal constitutes a requested change to the Land Use Plan Map (LU 1) designation and a concurrent change to the zoning classification of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

**I. PROPERTY SUMMARY**

<b>Parcel(s):</b>	35273.0219, 35273.0220, 35273.0305, and 35273.0306
<b>Address(es):</b>	3207 E 29 <sup>th</sup> Ave, 3203 E 29 <sup>th</sup> Ave, 2820 S Ray St, and 2826 S Ray St
<b>Property Size:</b>	0.61 Acres
<b>Legal Description:</b>	Lots 22, 23, and 24, Block 70, Lincoln Heights Addition, except streets. South 100' of Lots 11 & 12, Block 71, Lincoln Heights Addition, exc. streets. South 60' of the north 125' of Lots 11 & 12, Block 71, Lincoln Heights Addition, exc. streets.
<b>General Location:</b>	Northeast of the Intersection of E 29 <sup>th</sup> Avenue and S Ray Street—also- 100 feet north of the same intersection on the west side of S Ray Street.
<b>Current Use:</b>	Vacant land, commercial parking lot, residential backyard.

**II. APPLICANT SUMMARY**

*Note that the City Council expanded the geographic scope of this application. As a result, this application has two applicants—a private applicant and the City of Spokane itself. The following information regards the original private applicant:*

<b>Agent:</b>	Dwight Hume, Land Use Solutions and Entitlement
<b>Applicant:</b>	Ryan Schmelzer and Paige Wallace
<b>Property Owner:</b>	Same for parcels 35273.0219 and 35273.0220

*The following information regards the two properties applied for by the City:*

<b>Representative:</b>	Kevin Freibott, Neighborhood and Planning Services
<b>Applicant:</b>	City of Spokane
<b>Property Owner:</b>	Ryan C & Melanie L Allen (Parcel 35273.0305) Romney ETux, DP (Parcel 35273.0306)

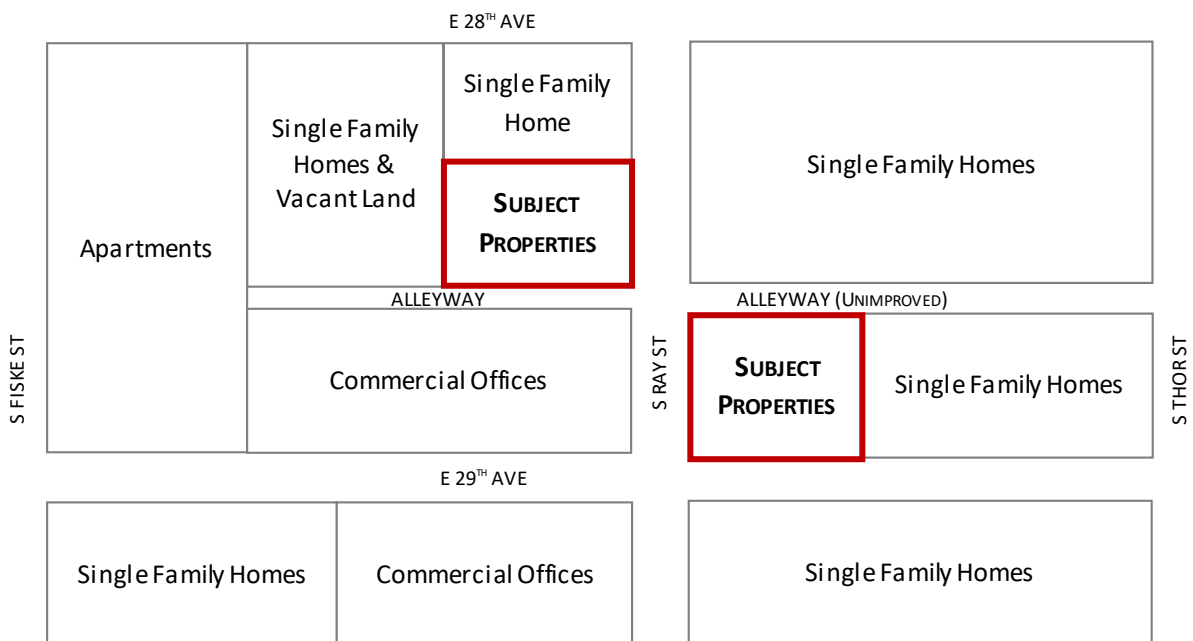
### III. PROPOSAL SUMMARY

<b>Current Land Use Designation:</b>	Residential 4-10 DUs/Acre (R 4-10)
<b>Proposed Land Use Designation:</b>	Office (O)
<b>Current Zoning:</b>	Residential Single-Family (RSF)
<b>Proposed Zoning:</b>	Office, 35-foot height limit (O-35)
<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on August 24, 2020. The appeal deadline is 5:00 PM on September 14, 2020.
<b>Plan Commission Hearing Date:</b>	September 9, 2020
<b>Staff Contact:</b>	Kevin Freibott, Assistant Planner II, <a href="mailto:kfreibott@spokanecity.org">kfreibott@spokanecity.org</a>
<b>Staff Recommendation:</b>	Partial (see end of report)

### IV. BACKGROUND INFORMATION

- General Proposal Description:** Pursuant to the procedures established by SMC 17G.020, enabled by RCW 36.70A.130, the applicant asks the City of Spokane to amend the Land Use Plan Map designation (Map LU-1 of the Comprehensive Plan) and zoning designation (Official Zoning Map of the City of Spokane) for two properties located in the Lincoln Heights neighborhood. The intent of the applicant is to potentially develop non-residential uses on both subject lots, all in common ownership by the applicant. During the threshold review process, the City Council added two additional properties to the proposal, both on the west side of S Ray Street. No new development is proposed or expected for those parcels—the City proposes simply to clean up zoning in these two locations.
- Site Description and Physical Conditions:** The two parcels in the original private application, located northeast of the intersection of 29<sup>th</sup> Ave and Ray St, are currently vacant. A single family home shown in the aerial photographs for the site was removed (by permit) prior to this application. Parcel 35273.0306, 100 feet north of the intersection on the west side of Ray Street, contains a pre-existing commercial parking lot. As for parcel 35273.0305, only the land use of the southern 10 feet would be amended by the proposal. This portion of the parcel contains a residential back yard and part of a garage. The remainder of that parcel is already designated for office uses.
- Property Ownership:** Parcels 35273.0219 and 35273.0220 are both owned by the same owners, Mr. Ryan Schmelzer and Ms. Paige Wallace. Parcel 35273.0305 (the residential backyard) is owned by Mr. and Mrs. Allen. Parcel 35273.0306 (the commercial parking lot) is owned by Romney ETux. The owners of parcels 35273.0305 and 35273.0306 were contacted via mail by the City, but they did not respond.

4. **Adjacent Property Improvements and Uses:** The proposal is in two parts—those parcels west of Ray Street were added by the City to the application, those east of Ray Street represent the original, private application. The proposal is surrounded by existing development of the following nature:



5. **Street Class Designations:** E 29<sup>th</sup> Avenue and S Ray Street are designated as Major Arterials. E 29<sup>th</sup> Avenue is designated as a local street. The alleyway that is currently improved west of Ray Street is designated as an alley on the City's Arterial Street Map. However, the alleyway east of Ray Street is currently undesignated until approximately 175 feet east of the subject properties. No change of street class designation is proposed as part of this application. Nor does map TR-12 of the Comprehensive Plan call for a change in designation for any of these streets in the future.
6. **Current Land Use Designation and History:** As shown in Exhibit A, the subject properties are currently designated for the "Residential 4-10" (between 4 and 10 dwelling units per acre), a designation typically reserved for single-family homes. The subject properties have been designated for this use since the original adoption of the Growth Management Act (GMA) compliant Comprehensive Plan in 2001.

There have been two previous proposals to amend the land use of parcels 35273.0219 and 35273.0220, one in 1985 and one in 1992. The 1985 proposal was denied by the City Council (Ordinance C27821). The proposal in 1992, itself an amendment to the now defunct Lincoln Heights Specific Plan (incorporated by reference into the Comprehensive Plan) was originally approved by the City Council, but that action was overturned by a successful appeal from local resident June Pierce and others (File 91-102-LU). In summary, neither of these proposals was successful, thus the designated land use for parcels 35273.0219 and 35273.0220 has remained Residential 4-10 (or its equivalent) since at least 1987.

The designated land use for the two parcels added to the proposal by City Council, namely parcels 35273.0305, and 35273.0306, has remained unchanged according to available records. Parcel 35273.0306 in its entirety has been designated R 4-10 or equivalent since the adoption of the first

GMA-compliant comprehensive plan in 2001. The proposal only concerns the southern nine feet of the parcel, as that is the only portion still designated for Residential 4-10. The remaining northern portion of the parcel was designated for Office uses since at least the 2001 Comprehensive Plan.

7. **Proposed Land Use Designation:** As shown in Exhibit B, the proposal is to amend the Land Use Plan Map designation so that the entirety of the subject properties are designated for Office uses.
8. **Current Zoning and History:** The current zoning of the subject properties is Residential Single-Family (RSF). This zoning has been the same since the current zoning map was originally adopted in 2006. Historically, the subject properties have been zoned for single-family residential (or similar) since at least 1958. In 1958 the subject properties were entirely surrounded by Class I residential (single family) zoning. As time has passed, more intense zones like office and multi-family residential have been added west of Ray Street, but those changes have not extended to the subject parcels. All other properties west of Ray Street are now zoned a mix of office and multi-family zones, while the subject properties on that side of Ray are among the last few zoned for single-family residential. All properties north of 27<sup>th</sup> Avenue, east of Ray Street, and south of one half block south of 29<sup>th</sup> Street are zoned for single-family residential. As such, this area comprises the edge of commercial and multi-family zoning associated with the Lincoln Heights Center.

See item 6 above for more information on past efforts to change the land use and zoning for two of the subject parcels—those located northeast of the intersection of 29<sup>th</sup> Ave and Ray Street.

9. **Proposed Zoning:** As shown in Exhibit D, the proposal seeks to amend the zoning so that the entirety of the subject properties are zoned Office with a 35-foot height limit (O-35).

## V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps:** The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted .....	October 29, 2019
Threshold Application Certified Complete .....	November 27, 2019
Council Threshold Subcommittee Established <sup>1</sup> .....	January 13, 2020
Council Threshold Subcommittee Met .....	February 6, 2020
Annual Work Program Set <sup>2</sup> .....	March 2, 2020
Agency/Department Comment Period Ended .....	May 11, 2020
Notice of Application Posted .....	June 8, 2020
Plan Commission Workshop .....	June 24, 2020
60-Day Public Comment Period Ended .....	August 7, 2020

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<sup>1</sup> Spokane City Council Resolution 2020-0002

<sup>2</sup> Spokane City Council Resolution 2020-0014

SEPA Determination Issued ..... August 24, 2020

Notice of Public Hearing Posted ..... August 26, 2020

Plan Commission Hearing Date (Scheduled) ..... September 9, 2020

**2. Comments Received:** A request for comments was issued to City departments, local agencies, and neighborhoods within 400 feet of the proposal, along with pertinent application details on April 24, 2020. By the close of agency comment on May 11, comments were received from the following:

- Randy Abrahamson, Spokane Tribe Historic Preservation Officer
- Carol Tomsic, Lincoln-Heights Neighborhood Chair

Mr. Abrahamson indicated a low probability of cultural resources on the subject parcels, though he recommends the requirement for an inadvertent discovery plan for any future development on these sites. Ms. Tomsic provided several comments on the SEPA checklist, noting:

- The home previously located on the two parcels northeast of the intersection of 29<sup>th</sup> and Ray.
- The lack of any office zoning south of the subject parcels.
- The value of the parcels northeast of the intersection as a buffer between the residences and the more dense development to the northwest.
- The two previous attempts to change the land use and zoning, and the neighborhood's general opposition to those actions.
- Access limitations for the two parcels northeast of the intersection.
- The need to improve the alleyway north of the parcels northeast of the intersection.
- A reminder that traffic volumes for this intersection are available in the 29<sup>th</sup> Avenue Traffic Corridor Study

Copies of these comments are included in this staff report as **Exhibit L**.

Following the agency/department comment period, a Notice of Application was issued on June 8, 2020 by mail to all properties and owners within a 400-foot radius of the subject properties, including within 400-feet of any adjacent properties with the same ownership. Notice was also posted on the subject properties, in the closest library branch, and in the Spokesman Review. The following comments were received during the 60-day public comment period:

- Makaya Judge
- Lincoln Heights Neighborhood Council
- Michele Martz
- June Pierce
- Carol Tomsic, Lincoln Heights Neighborhood Chair (2 letters)

All of the commenters cited above expressed opposition to the change in designation and zoning for the two properties northeast of 29<sup>th</sup> and Ray. No comments identified any issues with the two city-

added parcels on the west side of Ray Street. Concerns raised in the letters included traffic and circulation, encroachment into an established single-family neighborhood, and the establishment of precedence that might impel more property owners on the east side of Ray St to ask for a similar designation and zoning in the future. Mrs. Pierce provided additional information regarding past efforts to make the same change to those two properties to the northeast of 29<sup>th</sup> and Ray (see discussion under item 6 above). Copies of these comments are included in this staff report as **Exhibit M**.

3. **Public Workshop:** A public workshop with the Spokane Plan Commission was held on June 24, 2020, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant was provided an opportunity to speak during the workshop but no public comment was taken.

## **VI. APPLICATION REVIEW AND ANALYSIS**

1. **Guiding Principles:** SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:
  - A. Keep the comprehensive plan alive and responsive to the community.
  - B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
  - C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
  - D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
  - E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
  - F. Amendments to the comprehensive plan must result in a net benefit to the general public.
2. **Review Criteria:** SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission and by the city council in making a decision on the proposal. Following each consideration is staff analysis relative to the amendment requested.
  - A. **Regulatory Changes:** *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.*

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

The proposal meets this criterion.

- B. GMA:** *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal meets this criterion.

- C. Financing:** *In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, nearby transit service, and adjacent existing City streets. Furthermore, under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020.

The proposal meets this criterion.

- D. Funding Shortfall:** *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall as a result of this proposal exists.

The proposal meets this criterion.

- E. Internal Consistency:**

- The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

*Development Regulations.* As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

*Capital Facilities Program.* As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

*Neighborhood Planning Documents Adopted after 2001.* The Lincoln Heights neighborhood joined the Cliff Cannon, Manito/Cannon Hill, Rockwood, and Comstock neighborhoods to form the South Hill Coalition. These five neighborhoods combined their initial neighborhood planning funds provided by the city in order to prepare and adopt the *South Hill Coalition Connectivity and Livability Strategic Plan* (the CLSP) in 2014. Included in the priorities for Lincoln Heights in the CLSP is "Improving the interface between residential and business properties" (p. 16). Of the various projects and goals in the plan, none concerned or were located in close proximity to the subject properties. A proposed greenway was included in the projects described by the CLSP terminating at 27<sup>th</sup> Ave and Ray St, however the subject properties are unlikely to affect the eventual implementation of such a greenway. Proposed arterial streetscape improvement described by the plan to 29<sup>th</sup> Ave end west of the subject properties at Fiske St. As such, it is considered unlikely that the proposal would affect the implementation of the CLSP.

*Miscellaneous Comprehensive Plan Goals and Policies.* Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in Exhibit H of this report. Further discussion of these policies is provided under section K.2 below.

See Item K.2 for below for analysis and results.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: As discussed under item K.2.a below, the proposal is in conflict with the Comprehensive Plan. As a map change proposal, this application does not include any amendment to the text of the plan, including any policies with which it is in conflict.

The proposal is in conflict with this criterion.

- F. Regional Consistency:** *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: No evidence has been provided by any adjacent jurisdiction, including the County of Spokane, indicating this proposal would conflict with the CWPP or the plans of any neighboring jurisdiction. The proposed change in land use designations affects a relatively small area within an existing urbanized area, with no foreseeable implications to regional or inter-jurisdictional policy issues.

The proposal meets this criterion.

**G. Cumulative Effect:** *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*
2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

Staff Analysis: The City is concurrently reviewing this application and eight other applications for Comprehensive Plan amendments, as part of an annual plan amendment cycle. Six applications are for Land Use Plan Map amendments, two are proposed transportation map amendments to the Comprehensive Plan, and one is a proposed text amendment. When considered together, these various applications do not interact, nor do they augment or detract from each other. The cumulative effects of these various applications are minor.

This proposal meets this criterion.

**H. SEPA:** *SEPA<sup>3</sup> Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. **Grouping:** *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*
2. **DS:** *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

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<sup>3</sup> State Environmental Policy Act

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on August 24, 2020.

The proposal meets this criterion.

- I. **Adequate Public Facilities:** *The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal would change the land-use designation of a previously developed area served by the public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2.

The proposal meets this criterion.

- J. **UGA:** *Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA, thus this criteria does not apply.

The proposal meets this criterion.

#### K. **Demonstration of Need:**

1. **Policy Adjustments:** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

Staff Analysis: The proposal does not include a policy adjustment, thus this criteria does not apply.

The proposal meets this criterion.

2. **Map Changes:** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: The primary Comprehensive Plan policy which applies to the proposal is Land Use LU 1.5, Office Uses, which directs new office uses to “Centers and Corridors designated on the Land Use Plan Map.” The subject properties are located more than 500 feet from the nearest center, the Lincoln Heights District Center. However, since the adoption of the Centers and Corridors development strategy in the 2001 Comprehensive Plan, uses have to the west of the subject parcels have slowly converted to multi-family residential and office uses. The two parcels added to the proposal by City Council are surrounded on three sides by Office designations, adopted per policy in the Comprehensive Plan that calls for greater density surrounding Centers. Conversely, the two parcels included by private application in the proposal are surrounded on three sides by single-family residential.

Policy LU 1.5 provides some opportunity for the designation of Office uses outside Centers, stating that Office uses are appropriate where it continues an “existing office development trend” and where serving as a transitional land use between the denser Center uses and lower density uses such as single-family residential. However, the policy also states, “Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office uses.” This requirement directly concerns the two parcels in the original request (parcels 35273.0219 and 35273.0220), located on the east side of Ray Street. Existing development on the east side of Ray Street almost exclusively consists of single-family homes. Going north from the two parcels, non-SFR buildings begin to be seen north of 28th Avenue (representing non-residential uses allowed in that zone). However, between 28th Avenue in the north and 37th Avenue in the south, the east side of Ray Street is exclusively single-family homes and some vacant lots. Accordingly, the addition of office uses to the east side of Ray Street as proposed would appear to conflict with the requirements of Policy LU 1.5.

Designation of parcels 35273.0219 and 35273.0220 appears inconsistent with the location requirements of policy LU 1.5. Conversely, designation of parcels 35273.0305 and 35273.0306 appears consistent with the requirements of policy LU 1.5.

- b. The map amendment or site is suitable for the proposed designation.

Staff Analysis: There exist no physical features of the site or its surroundings that would preclude physical development of office uses on the site. The site is adequately served by all utilities and by two major arterial streets, bus service is nearby, and the site is generally level and devoid of critical areas.

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: As discussed in item a. above, part of the proposal appears in conflict with the requirements of the Comprehensive Plan. Additionally, there are no special factors involved that would indicate the need for additional office uses east of Ray Street.

A portion of this proposal appears to be in conflict with this criterion (see items 'a' and 'c' above).

- 3. Rezones, Land Use Plan Amendment:** *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.*

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from RSF (Residential Single-Family) to O-35 (Office, 35-foot height limit).

## **VII. CONCLUSION**

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, the proposal appears to be in conflict with one or more approval criteria set forth by SMC 17G.020 as it regards parcels 35273.0219 and 35273.0220.

Separately, the proposal to change the designation and zoning of parcels 35273.0305 and 35273.0306 appears consistent with the approval criteria.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

## **VIII. STAFF RECOMMENDATION**

Regarding the two parcels included in the original private request for an amendment—parcels 35273.0219 and 35273.0220—according to the information and analysis presented above, one could argue that the proposal to amend the Land Use Plan Map designation and zoning as of these two properties would be inconsistent with the approval criteria.

Regarding the two parcels added to the proposal by City Council—parcels 35273.0305, and 35273.0306—amendment to the Land Use Plan Map designation and zoning of the two parcels meets the requirements of the Comprehensive Plan and Spokane Municipal Code for such an amendment and staff recommends that Plan Commission and City Council approve this part of the proposal.

## **IX. LIST OF EXHIBITS**

- A. Existing Land Use Plan Map
- B. Proposed Land Use Plan Map
- C. Existing Zoning Map
- D. Proposed Zoning Map
- E. Application Notification Area
- F. Detail Aerial
- G. Wide-Area Aerial
- H. List of Relevant Comp Plan Policies
- I. Application Materials
- J. SEPA Checklist
- K. SEPA Determination of Non-Significance
- L. Agency Comments
- M. Public Comments



# Z19-502COMP

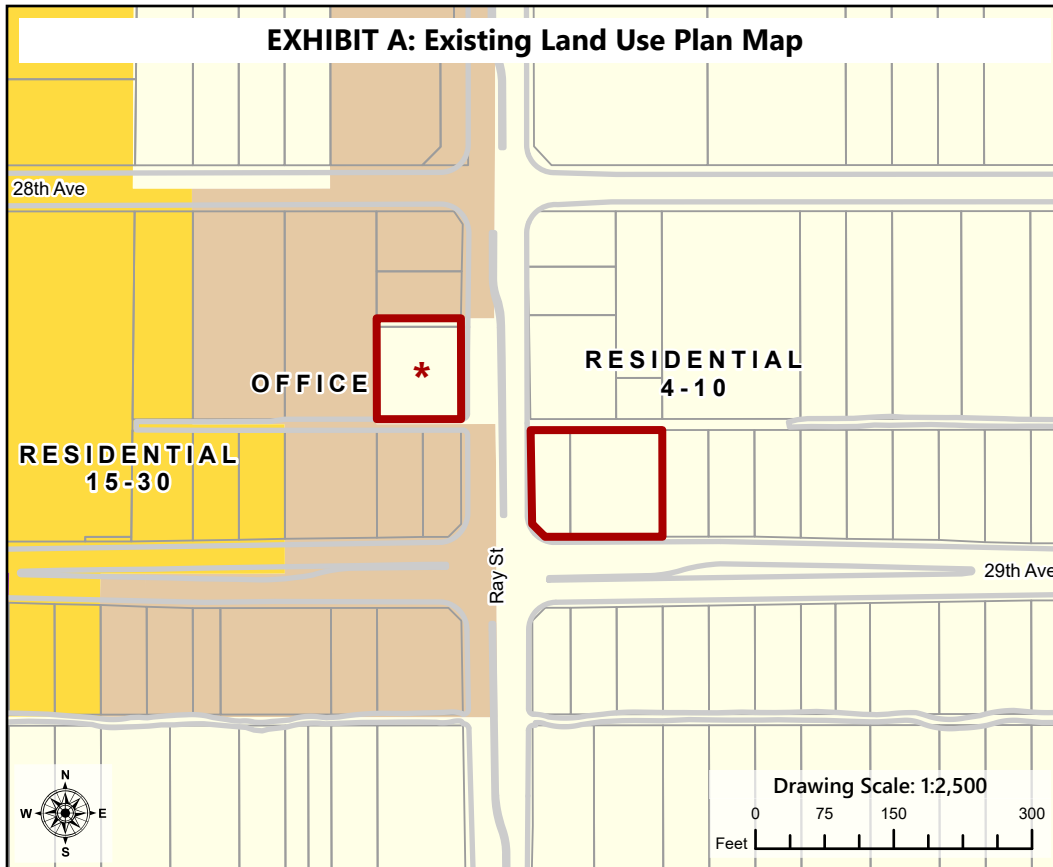
(3203 & 3207 E 29th Ave and 2820 & 2826 S Ray St)

2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 3/4/2020

THIS IS NOT A LEGAL DOCUMENT

The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



## Legend

Subject Parcels

Parcel

Curb Line

### Land Use Plan Designation

Residential 4-10

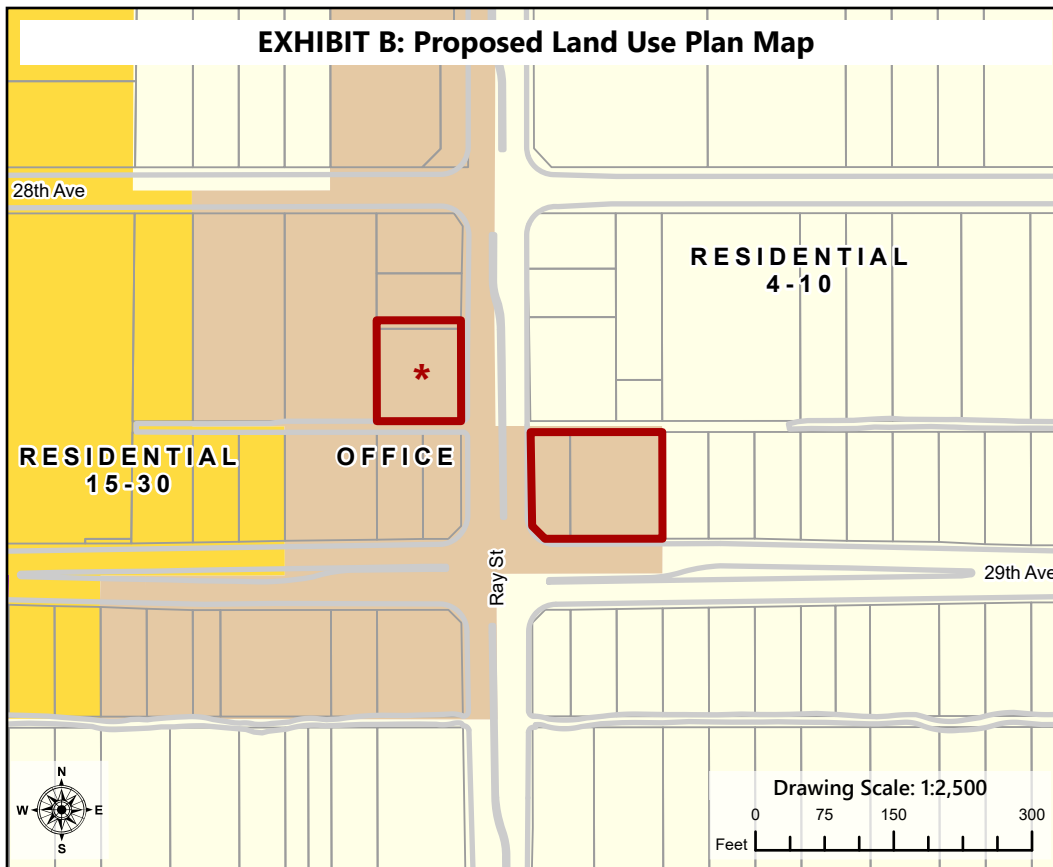
Residential 15-30

Office

CC Core

\* This area was added to the proposal by the City Council and comprises a City-Sponsored Application

Acres (Proposal): 0.61



## Legend

Subject Parcels

Parcel

Curb Line

### Proposed Land Use

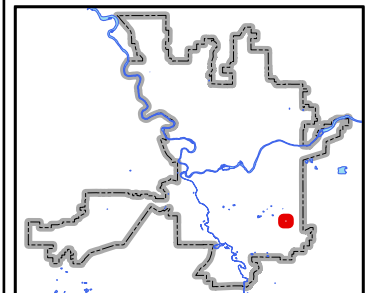
Residential 4-10

Residential 15-30

Office

CC Core

### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott



# Z19-502COMP

(3203 & 3207 E 29th Ave and 2820 & 2826 S Ray St)

2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 3/4/2020

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## Legend

Subject Parcels

Curb Line

Parcel

### Current Zoning

Center and Corridor Type 2 (CC2)

Office (O)

Residential Multifamily (RMF)

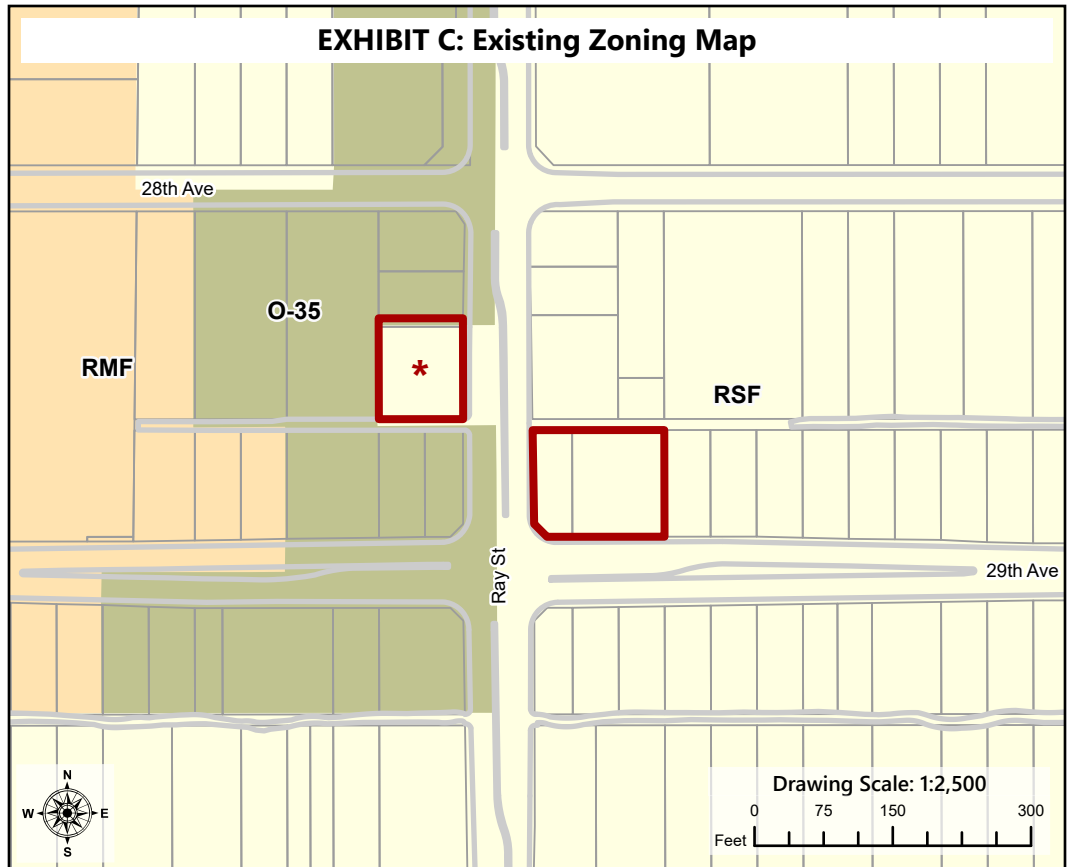
Residential Single-Family (RSF)

\* This area was added to the proposal by the City Council and comprises a City-Sponsored Application

Numbers after a Zone Label denote the height limits in that area.

Acres (Proposal): 0.61

## EXHIBIT C: Existing Zoning Map



## Legend

Subject Parcels

Curb Line

Parcel

### Proposed Zoning

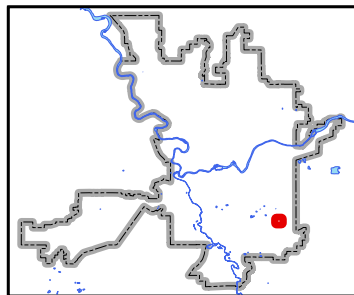
Center and Corridor Type 2 (CC2)

Office (O)

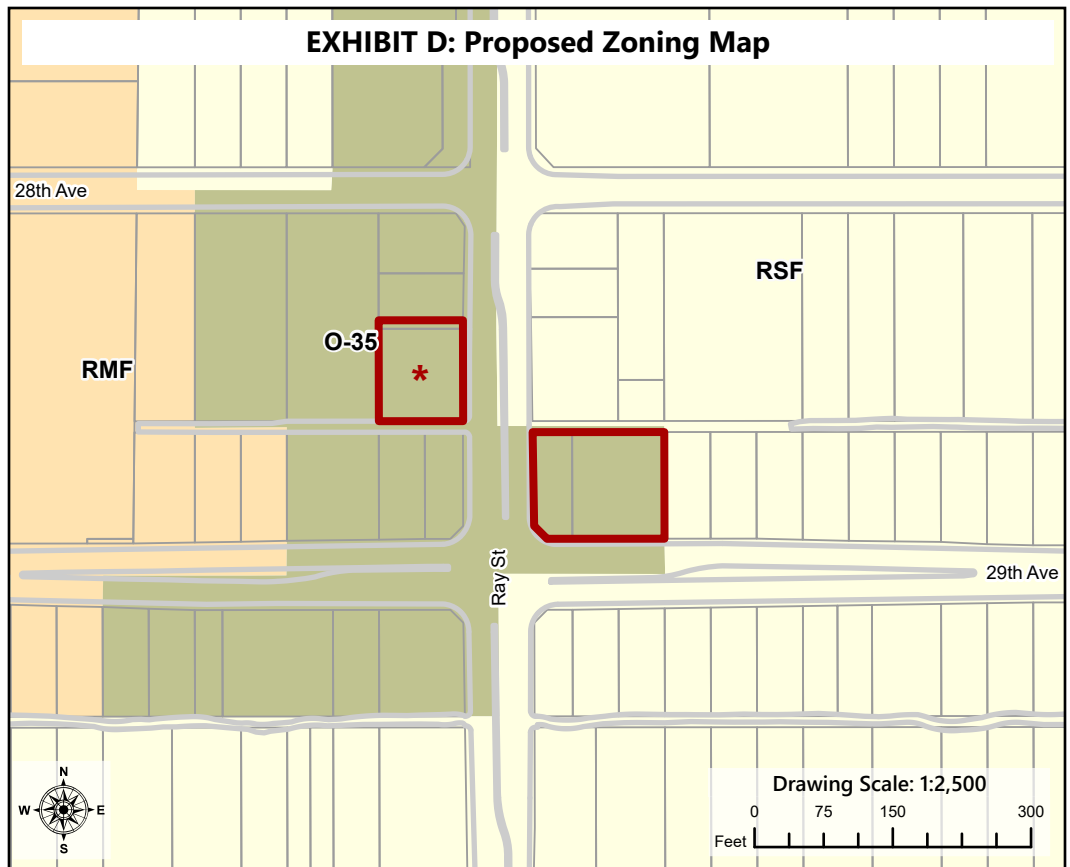
Residential Multifamily (RMF)

Residential Single-Family (RSF)

### PROJECT LOCATION



## EXHIBIT D: Proposed Zoning Map





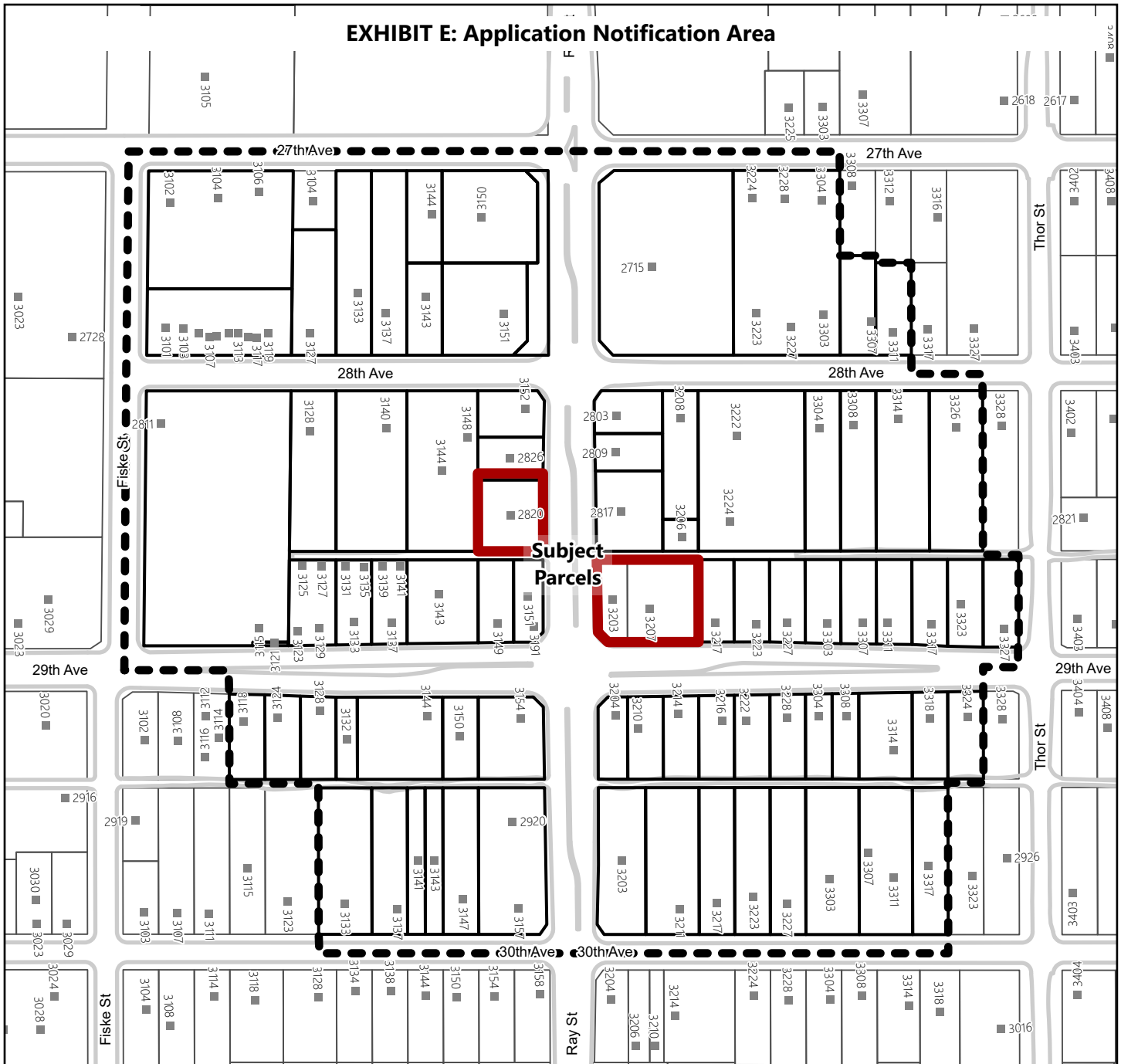
# Z19-502COMP

## (3203 & 3207 E 29th Ave and 2820 & 2826 S Ray St)

2019/2020 Comprehensive Plan Amendment Proposals

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

### EXHIBIT E: Application Notification Area



#### Legend

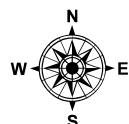
- Parcel
- Notification Boundary
- Curb Line
- Address Point

#### Subject Parcels

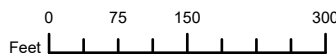
- Subject Parcels

#### Application proposes to:

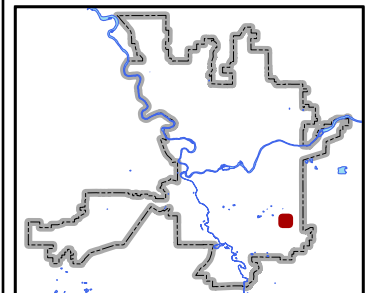
Change Land Use Designation from Residential 4-10 to Office



Project Size: 0.61 Acres (Approximate)  
Drawing Date: 3/4/2020 Drawing Scale: 1:2,500



#### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott



# Z19-502COMP (3203 & 3207 E 29th Ave and 2820 & 2826 S Ray St) 2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 3/4/2020

THIS IS NOT A LEGAL DOCUMENT

The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**EXHIBIT F: Detail Aerial**



## Legend

Subject Parcels

Adjacent Ownership

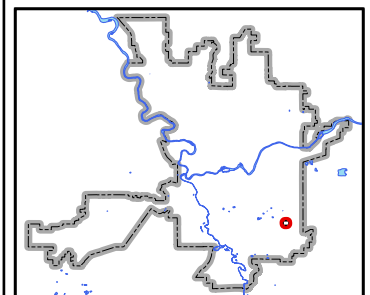
Aerial Photograph Taken  
on 4/3/2018

Acres (Proposal): 0.61

**EXHIBIT G: Wide-Area Aerial**



## PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott



The following policies of the Comprehensive Plan relate to application Z19-502COMP. The full text of the Comprehensive Plan can be found at [www.shapingspokane.org](http://www.shapingspokane.org).

### **Chapter 3—Land Use**

#### **LU 1.3 Single-Family Residential Areas**

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors.

*Discussion:* The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities. Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

#### **LU 1.5 Office Uses**

Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.

*Discussion:* Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

### LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

*Discussion:* Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

### LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

*Discussion:* Suggested Centers are designated where the potential for Center development exists. Final determination is subject to a sub-area planning process.

...

#### DISTRICT CENTER

District Centers are designated on the Land Use Plan Map. They are similar to Neighborhood Centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the District Center, including the higher density housing surrounding the Center, should be approximately 30 to 50 square blocks.

As with a Neighborhood Center, new buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the District Center as a major activity area, it is important to encourage buildings in the core area of the District center to be taller. Buildings up to five stories are encouraged in this area.

The circulation system is designed so pedestrian access between residential areas and the District Center is provided. Frequent transit service, walkways, and bicycle paths link District Centers and the downtown area.

The following locations are designated as District Centers on the Land Use Plan Map:

- Shadle – Alberta and Wellesley;
- Lincoln Heights– 29th and Regal;
- Southgate;
- 57th and Regal
- Grand District
- Five Mile – Francis and Ash (suggested Center, with final determination subject to a sub-area planning process described in LU 3.4); and
- NorthTown – Division and Wellesley (suggested Center, with final determination subject to a sub-area planning process described in LU 3.4).

#### LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

*Discussion:* Neighborhood, District, and Employment Centers are designated on the Land Use Plan Map in areas that are substantially developed. New uses in Centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All Centers are mixed-use areas. Some existing uses in designated Centers may fit with the Center concept; others may not. Planning for Centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a Center should seek to achieve the following minimum requirements:

<b>Table LU 1 – Mix of Uses in Centers</b>		
<b>Land Use</b>	<b>Neighborhood Center</b>	<b>District and Employment Center</b>
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

*Note: All percentage ranges are based on site area, rather than square footage of building area.*

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses. The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

#### LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

### **Chapter 11—Neighborhoods**

#### N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

*Discussion:* Neighborhood planning shall be conducted within the framework of the comprehensive plan, and further, the Growth Management Act requires that these plans be consistent with the comprehensive plan.

## Land Use Solutions & Entitlement

### Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218

509-435-3108 (V)

dhume@spokane-landuse.com

10-29-19

Kevin Freibott, Planner II  
Planning & Development Services  
3<sup>rd</sup> Floor City Hall  
West 801 Spokane Falls Blvd.  
Spokane WA 99201

Ref: 29<sup>th</sup> and Ray NEC Map Amendment R 4-10 to Office

Dear Kevin:

Per requirements of the City of Spokane, I have enclosed the completed Early Threshold Review form, the General Application, signed by the Owner, maps depicting the land use designation and zone for the subject property, together with a check for the docketing process.

The subject site has been cleared of residences and posted with a For Sale sign, resulting in numerous inquiries to purchase the property, only to find that it is not zoned beyond residential low density. Hence, this request is in response to market demand and is a pre-requisite to finalizing any pending offers.

Another observation worth mentioning is the fact that the RSF zone along Ray to 17<sup>th</sup> includes 6 lineal blocks of non-residential uses immediately adjoining residential uses. Clearly, the coexistence of major non-residential uses has not impacted the remaining residential uses and/or values. These uses include 2 churches, one day care, an elementary school with parking, a fire station and neighborhood retail at 17<sup>th</sup>. So don't be deceived by the continuous RSF zone from 29<sup>th</sup> to 17<sup>th</sup>. It's not what you'd expect it to be.

Respectfully Submitted

*Dwight J Hume agent*

Dwight J Hume



**DESCRIPTION OF PROPOSAL:**

Map Amendment from R 4-10 to Office and RSF to O-35.

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

3203 and 3207 E 29<sup>th</sup> Avenue

**APPLICANT:**

**Name:** Ryan Schmelzer and Paige Wallace

**Address:** 3411 E 29<sup>th</sup> Avenue, Spokane WA 99223

**Phone (home):** 509-951-3553

**Phone (work):**

**Email address:** [pw724@hotmail.com](mailto:pw724@hotmail.com)

**PROPERTY OWNER:**

**Name:** Same as above

**Address:**

**Phone (home):**

**Phone (work):**

**Email address:**

**AGENT:**

**Name:** Land Use Solutions and Entitlement c/o Dwight Hume

**Address:** 9101 N Mt. View Lane Spokane WA 99218

**Phone (home):**

**Phone (work):**

435-3108

**Email address:** [dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)

**ASSESSOR'S PARCEL NUMBERS:**

35273.0219 and 0220

**LEGAL DESCRIPTION OF SITE:**

Lots 22-24 Block 70, Lincoln Heights Addn. Except Streets.

**SIZE OF PROPERTY:**

.39 acres

**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Map Amendment and Zone Change





# Comprehensive Plan Amendments

## Threshold Review

### NEC 29<sup>th</sup> & Ray Map Amendment

#### **Pre-application:**

*The first step in applying for an amendment to the City's Comprehensive Plan is to submit a threshold review application. Prior to submitting this application, a private applicant is required to schedule a no-fee pre-application conference with staff. In the case of a map amendment, the applicant is also required to make reasonable efforts to schedule a meeting with the appropriate neighborhood council(s) and document any support or concerns expressed by the neighborhood council(s). Applications are accepted through October 31 each year, during business hours. Applicants are strongly encouraged to make an appointment with Planning Department staff prior to submitting an application.*

#### **Description of the Proposed Amendment:**

- In the case of a proposed text amendment, please describe the proposed amendment and provide suggested amendment language.
- In the case of a map amendment, please describe using parcel number(s), address, and a description including size, and maps.  
*Two vacant parcels located at the NE corner of 29<sup>th</sup> and Ray; Parcel #'s 35273.0219 and 0220 comprising .39 acres. See maps submitted herewith.*

***In addition to describing the proposal, please describe how your applications satisfies the threshold review criteria in SMC 17G.020.026, which are restated below. You may need to use a separate piece of paper.***

1. Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.  
*The Comprehensive Plan provides guidance on the proper location of office uses. The subject site is located at an arterial intersection where the NW and SW corners are zoned Office and occupied. The request can be interpreted as "trending" in terms of land use pattern. When "trending" occurs, it is suitable for a map change within the Comprehensive Land Use Plan.*
2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.  
*The site is .39 acres and has limited capability for use and as stated above, the intersection has two other quadrants as office use and zoning. The request would not warrant other sub-area studies or work programs.*
3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program. *Yes, this is not an extraordinary change to the existing neighborhood, nor does it set precedence for further extension easterly.*

4. In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment proposal may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners whose property may be so situated?

*As stated above, there is no purpose in expanding the Office category except as an extension of the subject property North or East. No contact has been made with either owner.*

5. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC. *The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. As stated above, the area continues to trend toward medical and/or office services.*

*The requested amendment is consistent with the adjacent land use classification and zones and will implement many applicable Comprehensive Plan policies. The site has a full range of public services available and can accommodate a small office in close proximity to the Lincoln Heights shopping center.*

*The request is consistent with the CWPP. The CWPP encourages growth in urban areas where services and utilities already exist. When the site is further developed, the applicant or developer will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourages the use of public transit and development where public transit is available. It is important to note that the city has adopted development regulations and policies to implement the CWPP at the City level. Thus, consistency with the CWPP is achieved.*

*The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane*

*The proposed change is consistent with the following goals of the Comprehensive Plan:*

#### **Land Use 1.5**

*The Office designation is located where it continues an existing office development trend and serves as a transitional land use.*

#### **Land Use 1.12**

*The proposed map change is consistent with LU 1.12. Existing public facilities and services are adequately available to the subject property.*

**Land Use 3.1**

*The proposed map change is consistent with LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1 future growth should be directed to locations where adequate services and facilities are available.*

**Land Use 5.3**

*The Off-Site impacts are mitigated by the development standards of the city and the corner location with two access points available for ingress and egress. Accordingly, the proposed addition better ensures compliance with LU 5.3.*

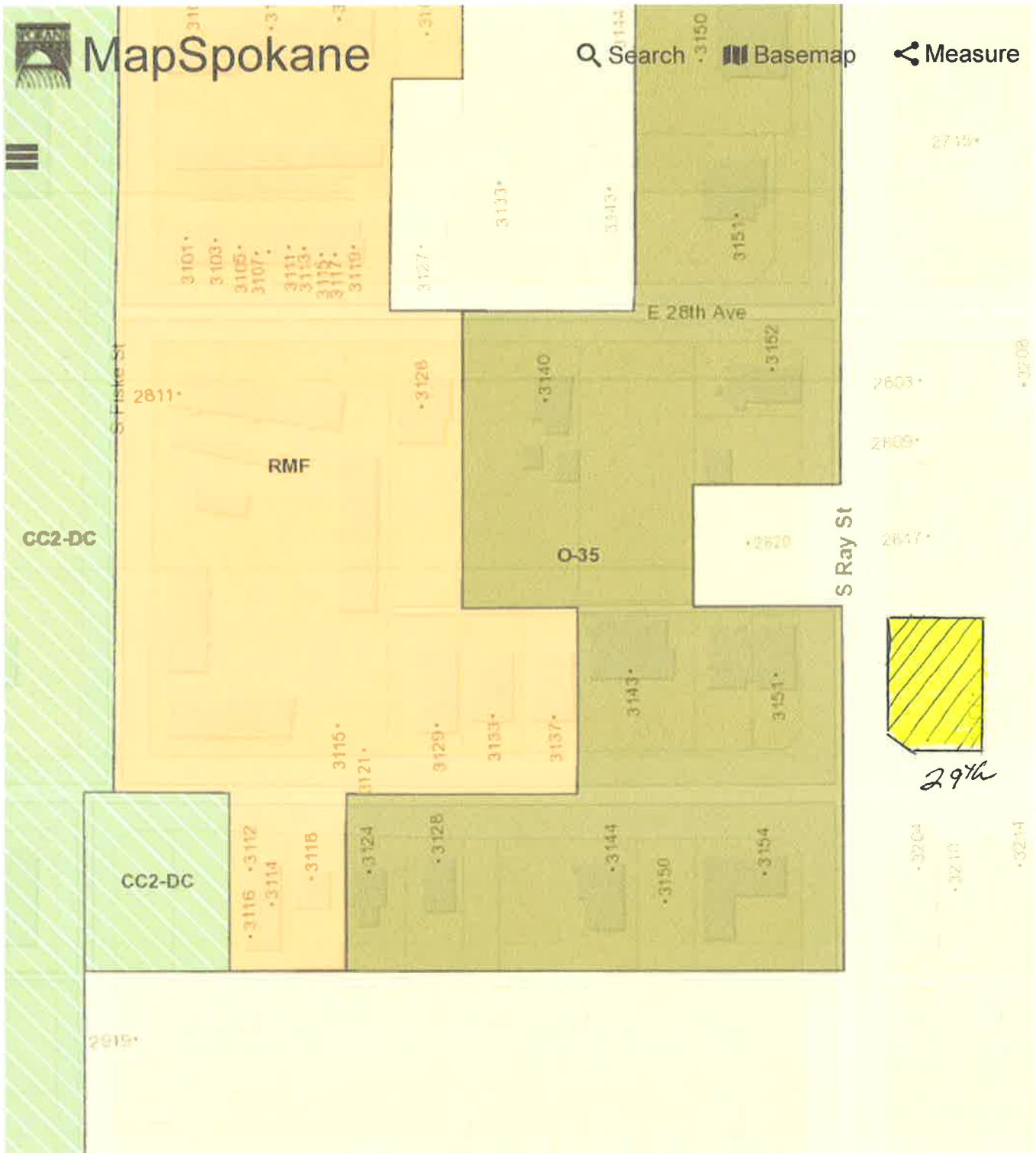
**Transportation 3.1**

*Transportation and development patterns are important to support desired land uses and development patterns. This is a fully controlled arterial intersection with good visibility for non-residential uses, thus supporting office services to the community.*

**Economic Development Goal 6**

*The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exist before extending infrastructure into new areas. In this case, all services are readily available.*

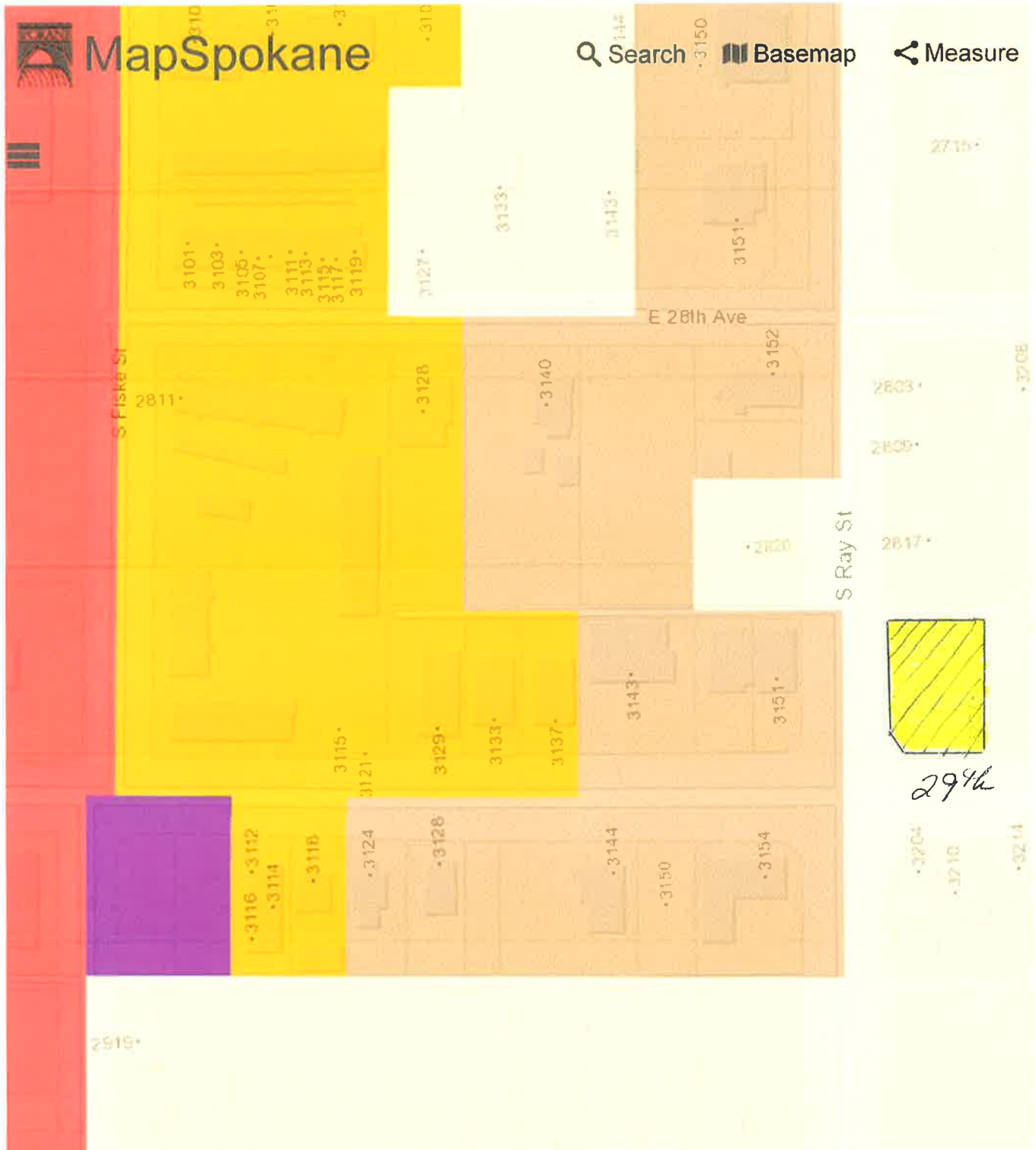
6. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.  
*This is the first submittal at this corner under the adopted GMP.*
7. If this change is directed by state law or a decision of a court or administrative agency, please describe. *N/A*
8. Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.  
*The applicant will contact the Lincoln Heights NC to schedule a time to inform them of this request prior to Docketing.*



0 50 100ft

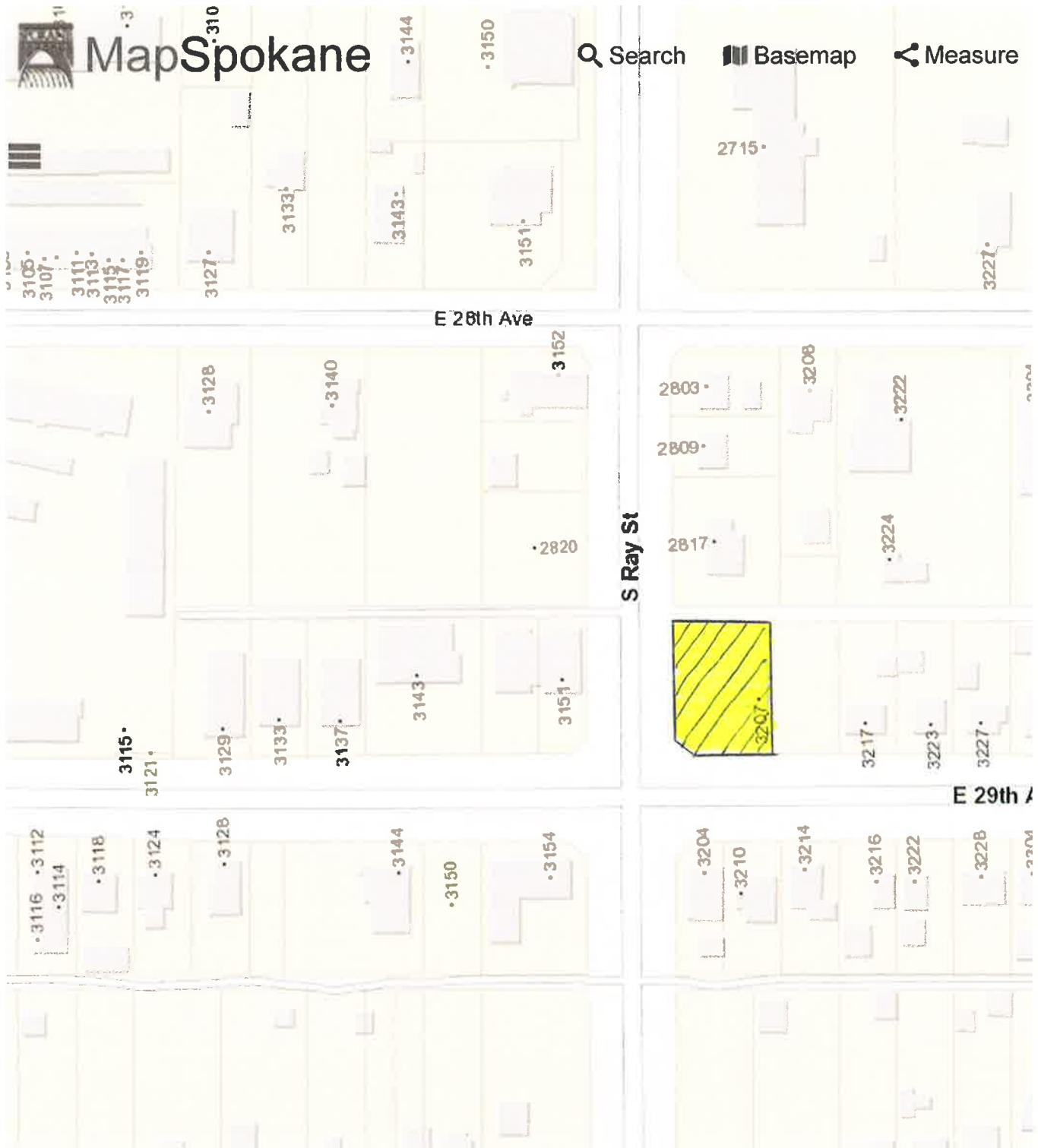


[Map Use Disclaimer](#)



0 50 100ft

[Map Use Disclaimer](#)



[Map Use Disclaimer](#)

## Environmental Checklist

File No. Z19-502COMP

### Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### Use of checklist for non-project proposals:

Complete this checklist for non-project proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For non-project actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

**Note to readers:** The Spokane City Council expanded this proposal to include additional parcels in the vicinity of the original proposal, with the same zoning and land use and similar situation/condition, pursuant to [SMC 17G.020.025](#). This proposal is now a joint private/City-sponsored application. The City has added the following properties to the proposal:

- Parcel 35273.0306 at 2820 S Ray Street, 0.21 acres in size; and
- Part of Parcel 35273.0305 at 2826 S Ray Street, 0.02 acres in size.

The following SEPA checklist was completed by the Applicant for the properties described in black below. For the properties added above, any additional information necessary for the SEPA checklist has been included in red text below.

#### A. BACKGROUND

1. Name of proposed project, if applicable: Z19-502COMP
2. Name of applicant: Ryan Schmeltzer and Paige Wallace and the City of Spokane
2. Address and phone number of applicant or contact person:  
Land Use Solutions & Entitlement Dwight Hume agent  
9101 N Mt. View Lane Spokane WA 99218 509-435-3108  
  
City Contact: Kevin Freibott, Assistant Planner, City of Spokane, 509-625-6184,  
kfreibott@spokanecity.org.
4. Date checklist prepared: March 29, 2020
5. Agency requesting checklist: City of Spokane
6. Proposed timing or schedule (including phasing, if applicable): Project is a comprehensive plan amendment, modifying the land use plan map designation and zoning of the subject properties. This action is expected to be decided late fall or winter of 2020.
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. N/A, non-project action  
  
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Upon approval of the zone change, a project will have to comply with all applicable development regulations.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.  
No.
10. List any government approvals or permits that will be needed for your proposal, if known.

Comp Plan amendment and zone change

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.  
A .39 acre site to be developed for a small office use. Also, 0.23 acres currently containing a residential garage and a parking lot for an adjacent commercial use. No redevelopment or physical change to the city-added properties is anticipated.
12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.  
The site is located at the NE corner of 29<sup>th</sup> and Ray and approximately 153 feet north of that intersection on the west side of Ray Street. See file for map of site.
13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

Yes; Sewer Service Area: Yes; City of Spokane

14. The following questions supplement Part A.
- a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).  
N/A, non-project action
- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

N/A, non-project action

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

N/A, non-project action

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

N/A, non-project action

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

N/A, non-project action

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

N/A, non-project action

**TO BE COMPLETED BY APPLICANT**

**B. ENVIRONMENTAL ELEMENTS**

**1. Earth**

- a. General description of the site (circle one): ***flat, rolling, hilly, steep slopes, mountains, other:***
- b. What is the steepest slope on the site (approximate percent slope)?  
Unknown
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. N/A, non-project action
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. N/A, non-project action
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:  
To be determined at time of construction by others
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
No, the project does not include any construction

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? To be determined at time of construction by others
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: To be determined at time of construction by others.

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.  
N/A, non-project action
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
Drive-by traffic, minimal impacts.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
To be determined at time of construction by others

## 3. Water

- a. SURFACE:
  - (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.  
No
  - (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.  
None
  - (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.  
Non project action
  - (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.  
No
  - (5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.  
No

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

To be determined at time of construction by others

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

None as the project will be served by public sewer. No future project is proposed for the city-added sites, but they are likewise served by City sewer.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Run-off would be limited to stormwater and discharged into existing city storm drains

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

No

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

None

4. Plants

a. Check or circle type of vegetation found on the site:

\_\_\_\_\_ Deciduous tree: *alder, maple, aspen, other.*

\_\_\_\_\_ Evergreen tree: *fir, cedar, pine, other.*

\_\_\_\_\_ Shrubs

\_\_\_\_\_ **Grass**

\_\_\_\_\_ Pasture

\_\_\_\_\_ Crop or grain

\_\_\_\_\_ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

\_\_\_\_\_ Water plants: *water lilly, eelgrass, milfoil, other.*

\_\_\_\_\_ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered?  
Non-project action
- c. List threatened or endangered species known to be on or near the site. None
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:  
To be determined at time of construction by others

## 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: *hawk, heron, eagle, songbirds, other.* Typical  
urban fowl  
mammals: *deer, bear, elk, beaver, other.* \_\_\_\_\_  
fish: *bass, salmon, trout, herring, shellfish, other.* \_\_\_\_\_  
other: \_\_\_\_\_
- b. List any threatened or endangered species known to be on or near the site.  
Unknown \_\_\_\_\_
- c. Is the site part of a migration route? If so, explain. Unknown
- d. Proposed measures to preserve or enhance wildlife, if any: None

## 6. Energy and natural resources

- a. What kinds of energy (**electric, natural gas**, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.  
The site is vacant but formerly had two single family homes on it. There is therefore adequate utility services to the property. The city-added site currently contains a commercial parking lot and part of a residential garage. No changes to those features are proposed or expected.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. No
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: None

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. None
- (1) Describe special emergency services that might be required.  
No special services are needed
- (2) Proposed measures to reduce or control environmental health hazards, if any:  
None
- b. NOISE:
- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?  
Traffic on 29<sup>th</sup> and Ray
- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.  
To be determined at time of construction by others
- (3) Proposed measure to reduce or control noise impacts, if any:  
None

## 8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Site: Vacant  
West: Office  
East and North: Single family  
South: Single family and Office

The city-added sites currently contain a commercial parking lot and a portion of a residential garage. To the north of the sites lies a residential home. To the west is an unimproved lot. To the south is a retail/commercial building. To the east across Ray Street is a residential home.

- b. Has the site been used for agriculture? If so, describe. No
- c. Describe any structures on the site. None
- d. Will any structures be demolished? If so, which? N/A
- e. What is the current zoning classification of the site? RSF
- f. What is the current comprehensive plan designation of the site? R 4-10

- g. If applicable, what is the current shoreline master program designation of the site? None
- h. Has any part of the site been classified as a critical area? If so, specify. No
- i. Approximately how many people would reside or work in the completed project? To be determined at time of construction by others
- j. Approximately how many people would the completed project displace? None
- k. Proposed measures to avoid or reduce displacement impacts, if any: N/A
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
Compliance with all applicable development regulations

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. None
- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. The site is vacant No action is proposed or expected on the city-added sites.
- c. Proposed measures to reduce or control housing impacts, if any: None

## 10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? To be determined at time of construction by others
- b. What views in the immediate vicinity would be altered or obstructed? To be determined at time of construction by others
- c. Proposed measures to reduce or control aesthetic impacts, if any: To be determined at time of construction by others

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? To be determined at time of construction by others
- b. Could light or glare from the finished project be a safety hazard or interfere with views? To be determined at time of construction by others
- c. What existing off-site sources of light or glare may affect your proposal? No impacts would occur

- d. Proposed measures to reduce or control light and glare impacts, if any: None

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? Thornton Murphy Park
- b. Would the proposed project displace any existing recreational uses? If so, describe. No
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: None

## 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. Unknown
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.  
None
- c. Proposed measures to reduce or control impacts, if any: None

## 14. Transportation

- a. Identify public streets and highways serving the site and describe proposed access to the existing street system. Show on site plans, if any.  
29<sup>th</sup> and Ray both serve the site and due to existing channelization, the site is limited to right in and right out movement. The city-added sites are served by Ray Street (parcel 35273.0306) and 28<sup>th</sup> Avenue (parcel 35273.0305). Both are existing curb-cuts and access points.
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?  
Yes it is served at 29<sup>th</sup> and Ray.
- c. How many parking spaces would the completed project have? How many would the project eliminate?  
To be determined at time of construction by others
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). No new roads or streets are needed. Improvements would be limited to curb cuts and sidewalks if any. No new improvements are proposed or expected for the city-added sites.

- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur.  
To be determined at time of construction by others.

*(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)*

- g. Proposed measures to reduce or control transportation impacts, if any:  
None

Evaluation for  
Agency Use  
Only

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. No new or expanded services would be needed or generated by this proposal
- b. Proposed measures to reduce or control direct impacts on public services, if any: None

## 16. Utilities

- a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.***
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.  
To be determined at time of construction by others \_\_\_\_\_

**C. SIGNATURE**

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Non-significance that it might issue in reliance upon this checklist.

Date: March 28, 2020 Signature: Dwight J Hume

***Please Print or Type:***

Proponent: Dwight J Hume Address: 9101 N Mt. View Lane

Phone: 509.435.3108 Spokane WA, 99218

Person completing form (if different from proponent): Same

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
***(Do not use this sheet for project actions)***

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

The future use for office and parking is similar to the surrounding land use pattern. No impacts are foreseen by this proposed use. No physical changes to the city-added sites are proposed or expected.

Proposed measures to avoid or reduce such increases are:

None

2. How would the proposal be likely to affect plants, animals, fish or marine life?  
Future development of the site would be urban in nature, similar to the retail adjoining the subject parcels. Eventual redevelopment of the site may require the removal of on-site plants, subject to the requirements of the Spokane Municipal Code for new construction. No physical changes to the city-added sites are proposed or expected.

Proposed measures to protect or conserve plants, animals, fish or marine life are:

None

3. How would the proposal be likely to deplete energy or natural resources?  
While some additional resources would be required during redevelopment, these would be similar to those required of any construction project. No physical changes to the city-added sites are proposed or expected.

Proposed measures to protect or conserve energy and natural resources are:

None

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?  
The site does not contain any sensitive areas. No physical changes to the city-added sites are proposed or expected.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Development would comply with applicable development regulations, including landscape, screening and setbacks. There are no shoreline areas affected by this site. All project sites, including the private proposal sites, are located outside shoreline areas.

Proposed measures to avoid or reduce shoreline and land use impacts are:  
See above comment

6. How would the proposal be likely to increase demands on transportation or public services and utilities?  
No impacts to transportation or public services and utilities. No physical changes to the city-added sites are proposed or expected.

Proposed measures to reduce or respond to such demand(s) are:

To be determined at time of construction by others

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.  
No impacts are foreseen

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* may withdraw any Determination of Non-significance that it might issue in reliance upon this checklist.

Date: March 29, 2020 Signature: Dwight J Hume

***Please Print or Type:***

Proponent: Dwight J Hume Address: 9101 N Mt. View Lane

Phone: 509.435.3108 Spokane WA, 99218

Person completing form (if different from proponent): Same

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

**NONPROJECT DETERMINATION OF NONSIGNIFICANCE****FILE NO(S):** Z19-502COMP**PROPOSER:** Ryan Schmelzer (Agent: Dwight Hume, Land Use Solutions and Entitlement) and the City of Spokane (Contact: Kevin Freibott, Department of Neighborhood and Planning Services).**DESCRIPTION OF PROPOSAL:** Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the proposer asks the City of Spokane to amend the land use designation (Map LU-1 of the Comprehensive Plan) and zoning designation (Official Zoning Map of the City of Spokane) for two properties located in the Lincoln Heights neighborhood. Two parcels were added to the proposal by the City of Spokane, proposed for the same action.**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** The proposal concerns two parcels, 35273.0219 and 35273.0220, located immediately northeast of the intersection of S 29<sup>th</sup> Avenue and S Ray Street as well as two additional parcels (35273.0305 and 35273.0306) located on the west side of Ray Street, approximately 180 feet north of the same intersection. The parcels are located at 3203 and 3207 E 29<sup>th</sup> Avenue as well as 2820 and 2826 S Ray Street. The entire proposal would affect an area of approximately 0.61 acres.**Legal Description:** Lots 22, 23, and 24, Block 70, Lincoln Heights Addition, except streets. South 100' of Lots 11 & 12, Block 71, Lincoln Heights Addition, exc. streets. South 60' of the north 125' of Lots 11 & 12, Block 71, Lincoln Heights Addition, exc. Streets in the City of Spokane in Section 27, Township 25 North, Range 43 East.**LEAD AGENCY:** City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [ X ] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 7, 2020 if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Louis Meuler**Position/Title:** Interim Director, Planning Services **Phone:** (509) 625-6300**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201**Date Issued:** August 24, 2020**Signature:**

DocuSigned by:  
Louis Meuler  
43F89EB1B2404F...

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 14, 2020 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*



**Spokane Tribe of Indians**  
**Tribal Historic Preservation Officer**  
P.O Box 100 Wellpinit WA 99040

May 5, 2020

**To:** Kevin Freibott, Assistant Planner

**RE: File No. Z19-502COMP**

Mr. Freibott,

Thank you, for contacting the Tribal Historic Preservation Office. We appreciate the opportunity to comment on your undertaking is greatly appreciated, we are hereby in consultation for this project.

After archive research completed of the APE, and a low probability of cultural resources I have no further concern on this project.

**Recommendation:** Inadvertent Discovery plan (IDP) implemented in the plan of action.

This letter is your notification that your project has been cleared, and your project may move forward, as always, if any artifacts or human remains are found upon excavation, this office should be immediately notified and the work in the immediate area **cease**.

Should additional information become available our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Sincerely,

Randy Abrahamson  
Tribal Historic Preservation Officer

**From:** [Carol Tomsic](#)  
**To:** [Freibott, Kevin](#)  
**Cc:** [Marilyn](#); [Sally](#); [Makaya Judge](#)  
**Subject:** Agency and City Comment on Comp Plan Land Use Map Amendment Proposal 29th & Ray  
**Date:** Sunday, May 10, 2020 8:58:55 PM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

B Environment Elements 8 Land and Shoreline Uses a

Site-Vacant

**Comment** - I would like to note there was a long-standing single-family house on the site that was recently demolished.

South - Single Family and Office

**Comment** - There is no office zoning south of the site. The zoning is RSF Ray Street south from 18th to 37th/Ferris High School.

B Environmental Elements 13 Historic and cultural preservation b

**Comment** - The east side of Ray Street is a historic residential buffer for the Lincoln Heights Neighborhood.

**Comment** - A proposed office zoning on the site was not supported by the residents and rejected by the city in 1985 and 1992.

B Environmental Elements 14 Transportation a

29th and Ray both serve the site and due to existing channelization, the site is limited to right in and right out movements.

**Comment** - I would like to state the limitations of movement on Ray Street will result in increase traffic and safety issues on the adjacent residential streets.

B Environment Elements 14 Transportation d

**Comment** - There is an alleyway on the north side of the property that will need to be improved. The alleyway connects to an unpaved section of Thor Street and will be a safety issue with existing residential traffic.

B Environmental Elements 14 Transportation f

**Comment** - Vehicular trip stats on 29th/Ray are in the 2019 29th Avenue Traffic Corridor Study and appendix.

Thank you  
Carol Tomsic

Kevin - Please send me an email confirmation.

**From:** [michele.martz](#)  
**To:** [Freibott, Kevin](#)  
**Subject:** proposed plan amendments  
**Date:** Tuesday, February 25, 2020 3:02:10 PM

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Mr. K Freibott,

I am writing to request that you please do not change the property [file # Z19-502 COMP ] 3203 & 3207 East 29 TH , from residential to office. I feel this will negatively impact traffic on 28 th Ave. Properties East of Ray street are deemed single family dwellings and this property amendment would open the door to other business wedging themselves in with private dwellings. Our single family dwellings should remain protected from this.

Sincerely,

Michele Martz

property owner 3326 E 28 th AVE

**From:** [Carol Tomsic](#)  
**To:** [Freibott, Kevin](#)  
**Cc:** [Beggs, Breean](#); [Kinnear, Lori](#); [Wilkerson, Betsy](#); [Burke, Kate M.](#); [Cathcart, Michael](#); [Mumm, Candace](#); [Stratton, Karen](#); [Wittstruck, Melissa](#); [Sally Phillips](#); [DOUGLAS & MARILYN LLOYD](#)  
**Subject:** Comment on 2019/2020 Comp Plan Amendments for City Council Vote on March 2  
**Date:** Friday, February 28, 2020 12:25:00 AM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Lincoln Heights Proposed Change from "Residential 4-10" to "Office" - Against

I live, work and walk in the Lincoln Heights Neighborhood. I have lived two blocks from the NE corner of 29th/Ray for over 20 years. I prefer to keep the current residential zoning on the two parcels. Our city has a housing shortage and an existing house on the lot was demolished in 2019. The block is lined with single-family houses. There is a neighborhood park in walking distance.

The NE side of Ray is zoned as residential from 17th to 37th. The NE side of Ray Street has been historically designated as a residential buffer. In 1984 and 1993 the residents successfully fought against two attempts to rezone the said property to office.

The area is not trending in terms of land use. There is a church on the NE side of Ray/28th. It was built in 1959 and designed by three well-known architects; Bill Trogdon, Bruce Walker and Stan McGough. There is a church on the NE side of Ray/27th. It was built in 1953. There is a daycare on the NE side of Ray/25th that was built in 1988. An elementary school on the NE side of Ray/23rd opened in the fall of 1953. A fire station on the NE side of Ray has been in various locations on Ray since 1914. All are appropriate for a residential area.

Office zoning on small sites in or near residential areas is intended to have few detrimental impacts on the neighborhood. The proposed office zoning change will set a precedent and retail/office will creep into our residential buffer. An office use will also divert traffic into our residential neighborhood due to concrete barriers on 29th/Ray.

A 2019 29th Avenue Corridor Study online survey suggested residents "felt unsafe or uncomfortable" while walking or crossing 29th. Ray is a principal arterial. The posted speed on Ray is 30 mph. It is already unsafe to walk across four lanes of traffic on Ray, at 27th or 28th to get to work. Adding office on the NE side of Ray will only make it more dangerous.

Map TR-5 Proposed Bike Network Map Proposed Modification 5 - Support

I totally support the proposed map. I'd like to suggest adding Cook, to South Altamont Blvd, to Woodfern, to North Altamont Blvd, to the Ben Burr Trail. And, connecting the Ben Burr Trail to Thornton Murphy Park.

Thank you!

Carol Tomsic  
resident

Kevin - please send an email confirmation.

**From:** [Makaya Judge](#)  
**To:** [Freibott, Kevin](#)  
**Cc:** [Plan Commission](#)  
**Subject:** Re: 29th/Ray amendment  
**Date:** Tuesday, June 16, 2020 8:41:36 AM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Planning Commission,

I strongly disagree with the proposed land use change on the NE corner of 29th & Ray from residential to office use. As someone who plays with my children at the park across the street and walks that area, I feel strongly that it would change the use and feel of that area. Traditionally, that East side of Ray has been reserved for residential use. The church, daycare, and school on that side of Ray are all Buildings typical of a residential area. An office building is not. The increase of traffic, street parking, and zoning creep that will impact deep into the residential neighborhood is not worth the change. Please protect this residential area.

Thank you,  
Makaya Judge

**From:** [Carol Tomsic](#)  
**To:** [Beggs, Breean](#); [Kinnear, Lori](#); [Wilkerson, Betsy](#); [Burke, Kate M.](#); [Cathcart, Michael](#); [Mumm, Candace](#); [Stratton, Karen](#); [Freibott, Kevin](#)  
**Cc:** [Marilyn](#); [Sally](#); [Makaya Judge](#)  
**Subject:** Comment on Proposed Comp Plan Amendment Z19-502COMP 29th/Ray Residential to Office Zoning  
**Date:** Sunday, June 21, 2020 11:02:01 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Plan Commission and City Council Members.

I am against the Comp Plan Amendment Z19-502COMP - the rezoning of the northeast corner of 29th/Ray from residential to office.

I have lived two blocks from the northeast corner of 29th/Ray for 21 years. I have worked at a retail store in the Lincoln Heights Shopping Center for 20 years. I am fortunate to be able to walk to work and shop at neighborhood stores. I am also fortunate to have neighborhood residents share the history of the neighborhood with me. Most recently I learned I live where a chicken hatchery existed in the 1920s. The owner's daughter still lives in the neighborhood and she is also against the proposed zoning change.

The residents successfully fought against two attempts to rezone the said residential property to office in 1984 and 1993. A long-inhabited house on the property was demolished prior to the application being submitted. The block is lined with single-family houses and there's a neighborhood park in walking distance.

The northeast side of Ray Street is a historically designated residential buffer. It's zoned residential from 17th to 37th/Ferris High School. There is no "trending" in terms of land use on the northeast side of Ray Street. The church at 28th/Ray was built in 1959. The church at 27th/Ray was built in 1953. The daycare at 25th/Ray was built in 1988. The elementary school at 23rd/Ray opened in the fall of 1953. The fire station has been in various locations on Ray since 1914. All are appropriate for a residential area.

Office zoning on small sites in or near residential areas is intended to have few detrimental impacts on the neighborhood. The proposed rezoning will set a precedent and retail/office will creep into our historical residential buffer. An office zoning will also divert traffic into our residential neighborhood because of the limited car movements due to concrete barriers on 29th/Ray. The unwanted diverted traffic is a safety concern.

Ray Street is a principal arterial. The posted speed on Ray Street is 30 mph. A 2019 29th Corridor Study stated residents "felt unsafe or uncomfortable" while walking or crossing 29th. The proposed office zoning on the northeast side of Ray Street will only make pedestrian crossings in a residential area on 29th more dangerous.

Please protect our neighborhood and vote against the proposed Comp Plan Amendment.

Thank you!

Carol Tomsic  
resident

Kevin - please sent me an email confirmation and please send to plan commission.

June 22, 2020

Kevin Freibott  
Assistant Planner  
808 2<sup>nd</sup> Spokane Falls Blvd.  
Spokane, WA 99201

Re: Proposed Zone Change File # 219502 Comp.  
29<sup>th</sup> + Ray St - NE Corner

Dear Sir,

Thirty some years ago this neighborhood worked twice to keep that same property from being allowed to have its Classification changed from single family to office. Until last year there had been a house, continuously occupied, on the property when the house was removed.

Also last year there was a new house built in the middle of the same block and it immediately sold. A change in Classification would be setting a precedent opening the door to future requests for zone change re classification on other properties within our zone.

With a median on both Ray and 29<sup>th</sup> streets traffic from the North would be diverted on to 28<sup>th</sup> Ave East to Union proved Thor to 29<sup>th</sup> and West to the office parking lot.

I have lived at my address for over 50 years as well as growing up in Lincoln Heights. So I have seen the many striped change on the West side of Ray St. Please consider my comments. Thank you -

Mrs. June M. Pierce

E. 3327 - 28<sup>th</sup> Ave.

**From:** [Carol Tomsic](#)  
**To:** [Freibott, Kevin](#); [Kinnear, Lori](#); [Wilkerson, Betsy](#); [Burke, Kate M.](#); [Cathcart, Michael](#); [Mumm, Candace](#); [Stratton, Karen](#); [Beggs, Breean](#)  
**Cc:** [Marilyn](#); [Sally](#); [Makaya Judge](#); [Ryan, Gabrielle](#)  
**Subject:** Lincoln Heights Neighborhood Council Comment on proposed Comp Plan Amendment Z19-502COMP 29th/Ray Residential to Office Zoning  
**Date:** Saturday, July 25, 2020 9:09:09 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

#### Council Members and Plan Commission

The Lincoln Heights Neighborhood Council executive board met via Zoom on 7/7/2020 to discuss a request by concerned residents to write a letter to the Plan Commission and City Council in support of their opposition against the proposed Comp Plan amendment to change the northeast corner of 29th/Ray from residential to office zoning. It was decided during the Zoom meeting to send an email to council members on our email list and ask if they agree or disagree with the residents request.

Email results were 7 approved and 2 opposed. A present list of concerned residents is 15 (one also sent in an email)

Therefore, the Lincoln Heights Neighborhood Council supports the concerned residents in their opposition against the proposed Comp Plan amendment to change the northeast corner of 29th/Ray from residential to office zoning.

The residents have successfully fought against two previous attempts to rezone the property to office in 1984 and 1993.

The block is lined with single-family houses and there is a neighborhood park in walking distance.

The northeast side of Ray Street is a historically designated residential buffer from 17th to 37th/Ferris High School. The church at 28th/Ray was built in 1953, the church at 27th/Ray was built in 1953, the daycare at 25th/Ray was built in 1988, the elementary school opened in the fall of 1953, a fire station has been in various locations on Ray since 1914, and all are appropriate in a residential area.

The proposed rezoning will set a precedent and retail/office will creep into the historically designated retail buffer.

Per the city's municipal code, an office zoning on small sites in or near residential areas is intended to have few detrimental impacts on the neighborhood. The proposed office zoning will divert traffic into the residential neighborhood because of limited car movements due to concrete barriers on Ray Street. The diverted traffic is a safety concern. There is a lack of sidewalks and unpaved streets.

Ray Street is a principal arterial and office zoning usually does not cross a principal arterial in to a residential neighborhood.

Carol Tomsic  
Chair, Lincoln Heights Neighborhood Council.

Kevin - Please send email confirmation.



2019/2020 Comprehensive Plan Amendments

## **PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT Z19-502COMP**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE part and DENY the remainder of the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from “Residential 4-10” to “Office” for 0.61 acres located at 3207 and 3202 E 29<sup>th</sup> Avenue and 2820 and 2826 S Ray Street. The implementing zoning designation requested is Office with a 35-foot height limit (O-35).**

### **FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z19-502COMP (the “Application”) was submitted in a timely manner for review during the City’s 2019/2020 amendment cycle.
- D. The Application seeks to amend the land use plan map designation for a 0.61-acre area located at 3207 and 3202 E 29<sup>th</sup> Avenue and 2820 and 2826 S Ray Street (the “Properties”) from “Residential 4-10” to “Office” with a corresponding change in zoning from Residential Single Family (RSF) to Office with a 35-foot height limit (O-35).
- E. The two properties on S Ray Street were added to the proposal by the City Council upon adoption of the 2020 Work Program (see ‘I’ below).
- F. The two Properties on E 29<sup>th</sup> Avenue are held in common ownership by the applicant; the property at 2820 S Ray Street is held by a second owner, unrelated to the first. The property at 2826 S Ray Street is held by a third owner, unrelated to the other two.
- G. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- H. On February 6, 2020, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.
- I. On March 2, 2020, the City Council adopted Resolution RES 2020-0014 establishing the 2020 Comprehensive Plan Amendment Work Program, including the Application in the Work Program.
- J. Thereafter, on May 11, 2020, staff requested comments from agencies, departments, and neighborhood councils. The City received comments stating no concern with the proposal and one requesting a site-specific survey for cultural resources prior to any development.

- K. The City issued a Notice of Application on June 8, 2020 by posting it in the Spokesman Review and Official Gazette and by mail to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. The Notice of Application initiated a 60-day public comment period from June 8 to August 7, 2020, during which the City received comment letters from the public in opposition to the proposal, citing potential traffic and access concerns and intrusion into a single-family neighborhood.
- L. On June 4, 2020, the Community Assembly received a presentation regarding the 2020 Comprehensive Plan Amendment Work Program and the Application, and the Community Assembly was provided with information regarding the dates of Plan Commission workshops and hearings.
- M. On June 24, 2020, the Spokane City Plan Commission held a workshop to study the Application.
- N. On June 24, 2020, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2020 Comprehensive Plan Amendment Work Program, including the Application.
- O. On August 24, 2020, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was September 14, 2020. No comments on the SEPA determination were received.
  - 1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 2 and 9, 2020.
- P. On August 25, 2020, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- Q. On August 24, 2020, Notice of Public Hearing and SEPA Determination was posted on the Properties and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject property.
- R. On August 24, 2020 staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the City-added properties and did not provide a recommendation for the applicant-proposed Properties.
- S. On August 26 and September 2, 2020, notice was published in the Spokesman Review providing notice of the SEPA Determination of Non-Significance and notice of the September 9, 2020 Plan Commission Public Hearing.
- T. Following issuance of the public hearing notice, the City received additional comment letters in opposition to the proposal from members of the public, including one who had submitted a comment letter previously during the public comment period.

- U. On September 9, 2020, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, and closed the public record, postponing deliberations until the following hearing date.
- V. One member of the public testified during the hearing on September 9, 2020 in opposition to the proposal, citing concerns with site access and neighborhood intrusion impacts.
- W. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.
- X. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").
- Y. Regarding parcels 35273.0305 and 35273.0306, those located west of S Ray Street, the Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.5 concerning the establishment of Office land uses in the City.
- Z. Regarding parcels 35273.0219 and 35273.0220, those located east of S Ray Street, the Plan Commission finds that the proposal is inconsistent with the intent and requirements of the Comprehensive Plan, most specifically policy Land Use LU 1.5 concerning the establishment of Office land uses in the City, as follows:
  - 1. The proposal would place Office land uses outside the vicinity of a Center and Corridor and would allow office uses to cross a major arterial into an existing single-family residential area, an area without an existing trend towards office development.
- AA. The Plan Commission finds that the proposal for parcel 35273.0305 and 35273.0306 meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report, while the proposal for parcels 35273.0219 and 35273.0220 does not meet the decision criteria, as described in 'AA' above.

## **CONCLUSIONS:**

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z19-502COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

- 1. The Application was submitted in a timely manner and added to the 2020 Annual Comprehensive Plan Amendment Work Program, and the final review Application was submitted as provided in SMC 17G.020.050(D).
- 2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.
5. As outlined in above in the Findings of Fact, the Application concerning parcels 35273.0305 and 35273.0306 is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.
6. As outlined in above in the Findings of Fact, the Application concerning parcels 35273.0219 and 35273.0220 is internally inconsistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.
7. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
8. The Application has been considered simultaneously with the other proposals included in the 2020 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
9. SEPA review was completed for the Application.
10. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
11. Regarding parcels 35273.0305 and 35273.0306, the Application proposes a land use designation that complies with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
12. Regarding parcels 35273.0219 and 35273.0220, the Application proposes a land use designation that is inconsistent with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
13. Subject to the foregoing, the proposed map amendment and site is suitable for the proposed designation.
14. Regarding parcels 35273.0305 and 35273.0306, the map amendment would implement applicable comprehensive plan policies better than the current map designation.
15. Regarding parcels 35273.0219 and 35273.0220, the map amendment would not implement applicable comprehensive plan policies better than the current map designation.

#### **RECOMMENDATIONS:**

In the matter of Z19-502COMP, a request by Dwight Hume of Land Use Solutions and Entitlement on behalf of the Ryan Schmelzer and Paige Wallace to change the land use plan designation on 0.61 acres

of land from “Residential 4-10” to “Office” with a corresponding change of the implementing zoning to O-35 (Office, 35-foot height limit), as based upon the above listed findings and conclusions, by a vote of **9 to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the proposed amendment for parcels 35273.0305 and 35273.0306 to the Land Use Plan Map of the City’s Comprehensive Plan with corresponding amendment to the City’s Zoning Map, by a vote of **9 to 0**, recommends City Council **DENY** the requested amendment for parcels 35273.0219 and 35273.0220 to the Land Use Plan Map, and authorizes the President to prepare and sign on the Commission’s behalf a written decision setting forth the Commission’s findings, conclusions, and recommendation on the Application.

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**Todd Beyreuther, President**

Spokane Plan Commission

October \_\_, 2020

**From:** [Bonnie Abernethy](#)  
**To:** [Freibott, Kevin](#)  
**Subject:** RE: File #Z19-502COMP  
**Date:** Tuesday, September 8, 2020 9:53:23 PM

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NOTE: The following comments were received after completion of the Staff Report. The letter from Ms. Abernethy was recieved after the public record was closed by Plan Commission, but the letter from Ms. Pierce was recieved and considered by the Plan Commission.

[CAUTION - EXTERNAL EMAIL - Verify Sender]

RE: Proposed Amendment to Comprehensive Land Use Plan

Attn: City of Spokane Planning Commission

I am writing to oppose this zoning amendment proposal. As a longtime resident of the Lincoln Heights Neighborhood, who served for four year previously as Chairperson of this neighborhood organization when in it's infancy. We, on two separate occasions, fought against any commercial development east of Ray Street on 29th Avenue. We were successful in defeating these proposals and maintaining our neighborhood without commercial intrusions.

We believed then, and I believe now, that there is an adequate number of offices buildings with empty space for lease west of Ray Street on 29th Ave. Several offer space for lease presently. To preserve the sense and feel of a single family neighborhood, we noted in the Comprehensive Plan (original Plan), that land east of Ray Street on 29th Avenue be zoned "Single Family Residential Only".

Your serious consideration of our desire to once again stand up for neighborhood preservation will be most appreciated.

Thank you.

Sincerely,

Bonnie Wilhelm-Abernethy

Kerri Frisbott  
Assistant Planner  
Spokane City Hall

Sept. 4, 2020  
RE: Property  
3203-3207 E. 29th Ave.

Dear Sir,

as a lifetime resident of the  
Lincoln Heights neighborhood I  
have been involved with many  
neighborhood projects.

In the 1980's and 90's we worked  
to keep this same piece of property  
zoned "single family" when a  
change to "office" was requested then.

Until last year when a house  
on that property was removed,  
it had been continuously occupied.  
Also last year, in the center of  
that same block on 29th Ave a  
new house was built and sold.

To allow an "office" Classification  
zone change would set a precedent, open-  
ing the gates to possible zone change requests, which  
would change the flavor of our  
neighborhood.

Many of us worked on a Comprehensive  
Plan task force for the Lincoln Heights neighbor-  
hood when the east side of Ray Street  
was highly approved to keep it  
zoned "single family".

I have lived in my 28th Ave home  
for over 50 years and have seen many  
homes built in my neighborhood.

I trust the Plan Committee will  
consider our comments. Thank you,

June M. Pierce E. 3327-28th Ave.



## Briefing Paper: Plan Commission

**Date:** December 3, 2020

**To:** Spokane Plan Commission

 **From:** Kevin Freibott, Assistant Planner II

**Re:** Remand of Z19-502COMP, Comprehensive Plan Amendment

At its hearing on the annual comprehensive plan amendment proposals, the City Council remanded application Z19-502COMP to the Plan Commission for further consideration. Specifically, the City Council requested input from the Plan Commission and neighborhood council whether to modify the proposal to change the Land Use Plan Map Designation to Residential 15-30 on the parcels east of Ray Street, instead of the Office designation requested by the applicant. Time is of the essence, and the City Council is planning to reconsider this item during their December 14, 2020 legislative session. The following briefing paper provides background information and basic comparative analysis of the two possible land use plan map designations and the resultant development standards applied in both.

### Background

During their public hearing on November 23, 2020, the City Council considered all nine of this year's proposals to amend the Comprehensive Plan. At the conclusion of the hearing the City Council came to a final decision for all but one of those proposals. File Z19-502COMP, the proposal for 29<sup>th</sup> and Ray in the Lincoln Heights neighborhood, was remanded by Council back to the Plan Commission for further consideration. This briefing paper outlines the background and ramifications of that remand and describes potential action the Plan Commission may choose to take at your next meeting on December 9, 2020.

Spokane Municipal Code (SMC) section 17G.020.060.B.11 outlines the potential actions City Council may take when considering a proposed comprehensive plan amendment. This section includes the option to "remand the proposal back to the Plan Commission for further consideration." In this case, City Council voted 7 to 0 to remand ordinance C35974 (file Z19-502COMP) back to the Plan Commission to consider a possible amendment to the proposal. Pursuant to SMC requirements, City Council included a request that Plan Commission endeavor to consider and report back on this remand in time for the City Council meeting on December 14, 2020. As a result, staff has prepared both a workshop and hearing for your consideration during your regular meeting on December 9.

The application in question concerns four properties in the Lincoln Heights neighborhood, clustered around the intersection of 29<sup>th</sup> and Ray Streets. Two of those properties, those immediately northeast of the intersection, have been proposed by the applicant to be modified from a land use plan map designation of Residential 4-10 to Office and a rezone from Residential Single Family (RSF) to Office. Per their direction on November 23, City Council has asked staff to "request the neighborhood council provide

input and then remand back to Plan Commission for December 9” a modification for those two properties to a land use plan map designation of Residential 15-30 and a zoning of Residential Multi-Family (RMF) instead<sup>1</sup>. The possible modified land use plan map designation and zoning under consideration are shown in the maps attached to the end of this briefing paper.

### **Previous Plan Commission Findings**

During your September 23, 2020 public hearing, Plan Commission voted for a split recommendation. The Plan Commission recommended that the City Council approve the proposal for the two parcels west of Ray Street and deny the proposal for the two parcels east of Ray Street. The recommendation for denial, based upon discussion during the deliberation stage of the proposal, was inconsistency with policy LU 1.5, Office Uses, and concerns about intrusion of office uses into an established single-family neighborhood. See the Findings, Conclusions, and Recommendation<sup>2</sup> document for more details.

### **Comprehensive Plan Policy**

As described in the Staff Report for this proposal, SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the Plan Commission and by the City Council in making a decision on the proposal. When considering a different land use plan map designation and zoning for a proposal, two of these considerations are most affected.

#### Conformance with Location Criteria

The SMC considerations ask if a given proposal is in conformance with the appropriate location criteria in the Comprehensive Plan (SMC 17G.020.030.K.2.a). The location criteria for office uses is provided by LU 1.5, Office Uses. Conversely, the location criteria for Residential 15-30 is provided by LU 1.4, Higher Density Residential Uses. These two policies are provided below:

#### **LU 1.4 HIGHER DENSITY RESIDENTIAL USES**

*Direct new higher density residential uses to Centers and Corridors designated on the Land Use Plan Map.*

**Discussion:** Higher density housing of various types is the critical component of a center. Without substantially increasing population in a center’s immediate vicinity, there is insufficient market demand for goods and services at a level to sustain neighborhood-scale businesses. Higher density residential uses in Centers range from multi-story condominiums and apartments in the middle to small-lot homes at the edge. Other possible housing types include townhouses, garden apartments, and housing over retail space.

To ensure that the market for higher density residential use is directed to Centers, future higher density housing generally is limited in other areas. The infill of Residential 15+ and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing

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<sup>1</sup> See page 2 of the Council Action Memo dated November 23, 2020.

<sup>2</sup> <https://static.spokanecity.org/documents/projects/2019-2020-proposed-comprehensive-plan-amendments/findings-and-conclusions-z19-502comp.pdf>

multi-family residential designations where the existing use of land is predominantly higher density residential.

## **LU 1.5 OFFICE USES**

*Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.*

**Discussion:** Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

Both policies state the intent to direct these types of uses to Centers and Corridors. As described in the Staff Report, the nearest Center-type zoning to these properties is the Lincoln Heights Center, approximately 660 feet to the west. Whether these properties are considered within the immediate vicinity of that center is not clear. Plan Commissioners may wish to review policies under Goal 3, Centers and Corridors, in Chapter 3 of the Comprehensive Plan for more information.

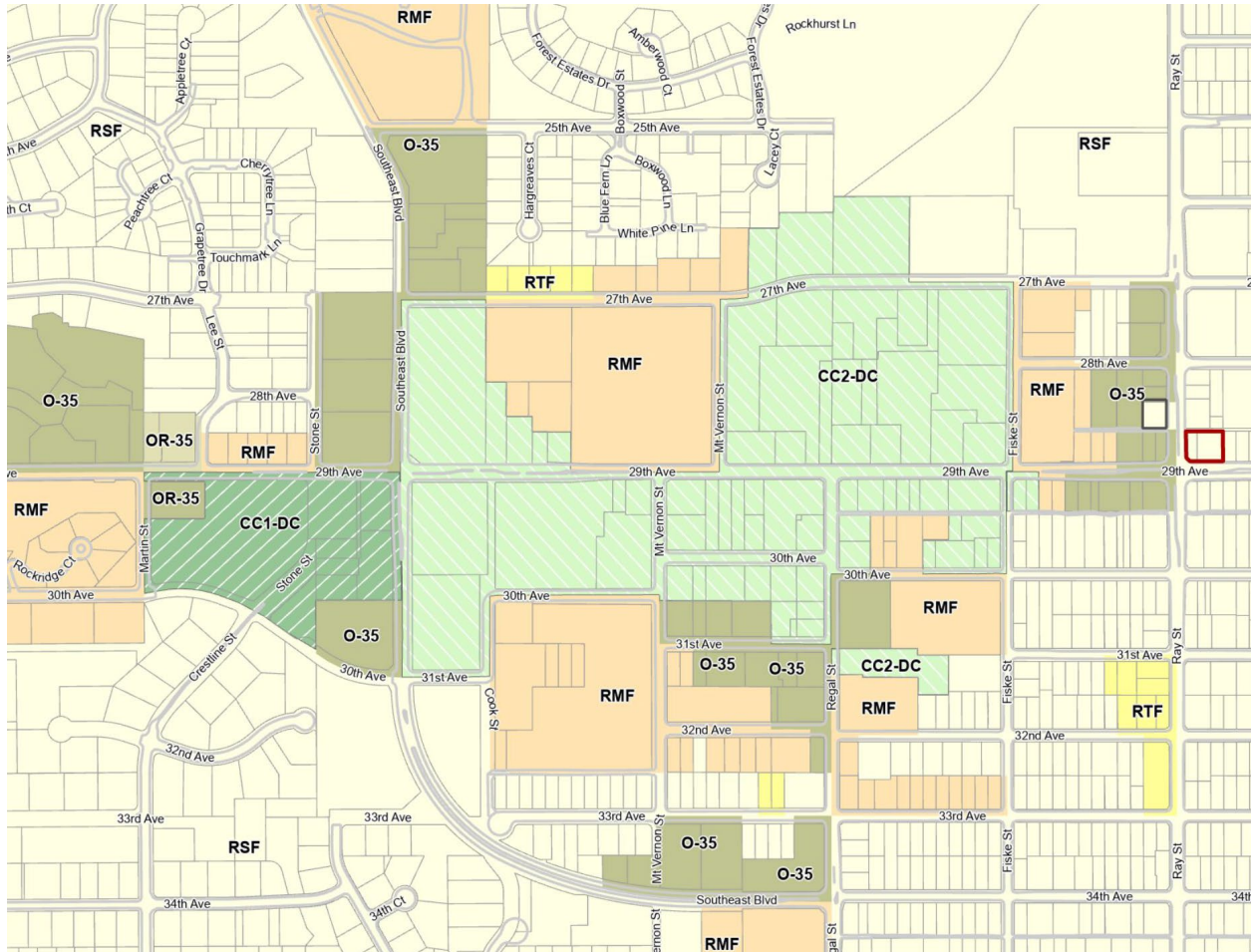
For additional consideration, the mix of zoning around the Lincoln Heights center is shown in the following figure. Center zoning is shown in green with hashed marks. As a general rule-of-thumb analysis, the map shows properties within the same distance of the center as the subject parcels (660 feet). Within 660 feet<sup>3</sup> of any CC1 or CC2 zones in this center there are 72 parcels zoned RMF (Residential Multi-Family)

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<sup>3</sup> Note that 660 feet is not a standard distance. It is applied here only as a general comparison to the proposed property.

totaling 44.5 acres. A further 12 parcels are zoned RTF (Residential Two-Family) within that distance of the center zoning, totaling a further 2.23 acres.

The following figure shows the zoning around the Lincoln Heights center, with the subject parcels shown in red (see the right of the figure).



### Implementation of the Comprehensive Plan

The decision consideration in SMC 17G.020.030.K.2 asks if “The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.” Evaluation of consistency with this criterion is subjective and requires Plan Commissioners to consider the overall vision and policies of the Comprehensive Plan when considering whether the proposed modification would comply with this criterion. Because the proposal’s relationship to the previous criterion is unclear, staff feels the proposed modification per this criterion is likewise unclear.

### **Zoning District Descriptions**

Similar to the policies in the Comprehensive Plan, the SMC provides descriptions of the various zones allowed in those Land Use Plan Map designations. The description for each of the three possible zones under consideration in the proposal are as follows:

**Residential Multi-Family (RMF):** The RMF is a medium-density residential zone. Allowed housing is characterized by one to four story structures and a higher percentage of building coverage than in the RTF zone. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses and row houses. The minimum and maximum densities are fifteen and thirty units per acre. (SMC 17C.110.030.E)

**Office (O):** The office zoning category is located in areas designated office on the land use plan map of the comprehensive plan. The office (O) zone is used on small sites in or near residential areas or between residential and commercial areas. It is intended to be a low intensity office zone that allows for small-scale offices in or adjacent to residential neighborhoods. The allowed uses are intended to serve nearby neighborhoods and/or have few detrimental impacts on the neighborhood. Development is intended to be of a scale and character similar to nearby residential development to promote compatibility with the surrounding area. (SMC 17C.120.030.A)

**Office Retail (OR):** The office retail zoning category is located in areas designated office on the land use plan map of the comprehensive plan that are within the higher intensity office areas around downtown Spokane in the North Bank and Medical Districts shown in the Downtown Plan. The office retail zone is also applied to sites outside of the areas designated for higher intensity office use that are already developed with higher intensity retail and services uses. It is intended to be a higher intensity office zone that allows for larger scale offices and supporting retail and service uses. The size of retail uses is limited to reduce detrimental impacts on nearby residential uses and to assure that the commercial uses are supporting rather than primary uses. (SMC 17C.120.030.B)

## Development Standards

Development within Office zones is guided by SMC 17C.120, et seq. Development within RMF zones is likewise guided by SMC 17C.110, et seq. The development standards are lengthy and detailed, but some of the most significant factors in each code have been compared in the following table. Please note that a Land Use Plan Map designation of “Office” as originally proposed, would allow rezoning to either Office or Office Retail. For that reason, both are included in the following table.

Standard	RMF ( <a href="#">SMC 17C.110</a> )	Office ( <a href="#">SMC 17C.120</a> )	Office Retail ( <a href="#">SMC 17C.120</a> )
Max Height	35-foot walls plus pitched roof.	35 feet (transition required)	35 ft. (transition required)
Floor Area Ratio	50% coverage of lot area	0.8	6
Setbacks	25 feet (front) 5 feet (side) 10 feet (rear)	0 feet (front) 10 feet from Residential	0 feet (front) 10 feet from Residential
Landscaping Required	Yes	Yes	Yes
Parking Required	Yes	Yes	Yes

## Allowed Uses

The SMC provides a table for each possible zoning designation, listing which uses are permitted outright (“P”), subject to Conditional Use Permits (“CU”), subject to limitations on that use (“L”), and those not permitted (“N”). The following table is a synthesis of these use tables from SMC 17C.110.100 and 17C.120.100. Please see those sections of the SMC for more details.

<b>Use is:</b> <b>P:</b> Permitted <b>N:</b> Not Permitted <b>L:</b> Allowed, but Special Limitations <b>CU:</b> Conditional Use Review Required	<u>O (Office)</u>	<u>OR (Office Retail)</u>	<u>RMF (Residential Multi-Family)</u>
<b>Residential Categories</b>			
Group Living	L/CU	L/CU	L/CU
Residential Household Living	P	P	P
<b>Commercial Categories</b>			
Adult Business	N	N	N
Commercial Outdoor Recreation	N	N	CU
Commercial Parking	CU[3]	CU[3]	N
Drive-Through Facility	L[4]	L[4]	N
Major Event Entertainment	N	N	CU
Office	P	P	CU[2]
Quick Vehicle Servicing	N	N	N
Retail Sales and Service	N	L/CU[6]	N
Mini-Storage Facilities	N	N	N
Vehicle Repair	N	N	N
Mobile Food Vending	L[13]	L[13]	--
<b>Industrial Categories</b>			
High Impact Uses	N	N	N
Industrial Service	N	N	N
Manufacturing and Production	N	N	N
Railroad Yards	N	N	N
Warehouse and Freight Movement	N	N	N
Waste-Related	N	N	N
Wholesale Sales	N	N	N
<b>Institutional Categories</b>			
Basic Utilities	P	P	L
Colleges	P	P	P
Community Service	P	P	P
Daycare	P	P	P
Medical Centers	P	P	CU
Parks and Open Areas	P	P	P
Religious Institutions	P	P	P
Schools	P	P	P
<b>Other Categories</b>			
Agriculture	N	N	N
Aviation and Surface Passenger Terminals	CU	CU	N

Use is: P: Permitted N: Not Permitted L: Allowed, but Special Limitations CU: Conditional Use Review Required			<u>RMF</u> <u>(Residential</u> <u>Multi-</u> <u>Family)</u>
	<u>O (Office)</u>	<u>OR (Office</u> <u>Retail)</u>	
Detention Facilities	N	N	CU
Essential Public Facilities	CU	CU	CU
Mining	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU

Notes:

The following notes apply to numbered items in the table above (using numbers from the original code sections in SMC):

2. Offices in the RMF and RHD zones and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses and are processed as a Type III application.
3. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use.
4. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.
6. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:
  - a) When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
  - b) Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
  - c) Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.
13. All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010 Mobile Food Vendors.

#### Office Uses in Multi-Family Residential Zones

As shown in the table above, offices can be developed in Multi-Family Residential zones given that certain requirements are met. Those requirements are described in SMC 17C.320.080.J, decision criteria for Conditional Use Permits for office uses in residential zones. Per that SMC section, the following conditions apply to office uses in RMF zones:

- The property must have frontage on a principal arterial.
- The subject property is adjacent to or immediately across the street from an existing commercial zone.
- Uses permitted in the Office land use category may not be developed to a depth greater than two hundred fifty feet.
- Ingress and/or egress onto a local access street are not permitted unless the City traffic engineer determines that there is no alternative due to traffic volumes, site visibility and traffic safety.
- All structures shall have size, scale, and bulk similar to residential uses as provided in SMC 17C.110.500, Institutional Design Standards.
- The development standards of the underlying zone shall apply to the use.
- Drive-thru facilities are prohibited, except as allowed by the hearing examiner.

As the remand parcels are fronted by two principal arterials and as commercial zones exist across the street to the west and southwest of the parcels, a future permit for office use in this location is likely possible if rezoned to RMF.

## **Conclusion**

At your December 9, 2020 Plan Commission meeting, staff will present a summary of the above details and answer questions from the commissioners. Following the workshop, the Plan Commission is scheduled to hold a public hearing on the possible modification. At the conclusion of that hearing, Plan Commission may, at its discretion, provide a response to City Council for consideration at their December 14, 2020 meeting. This represents the final City Council meeting of the year and delay beyond that may necessitate that this proposal be held for consideration until next year's cycle.

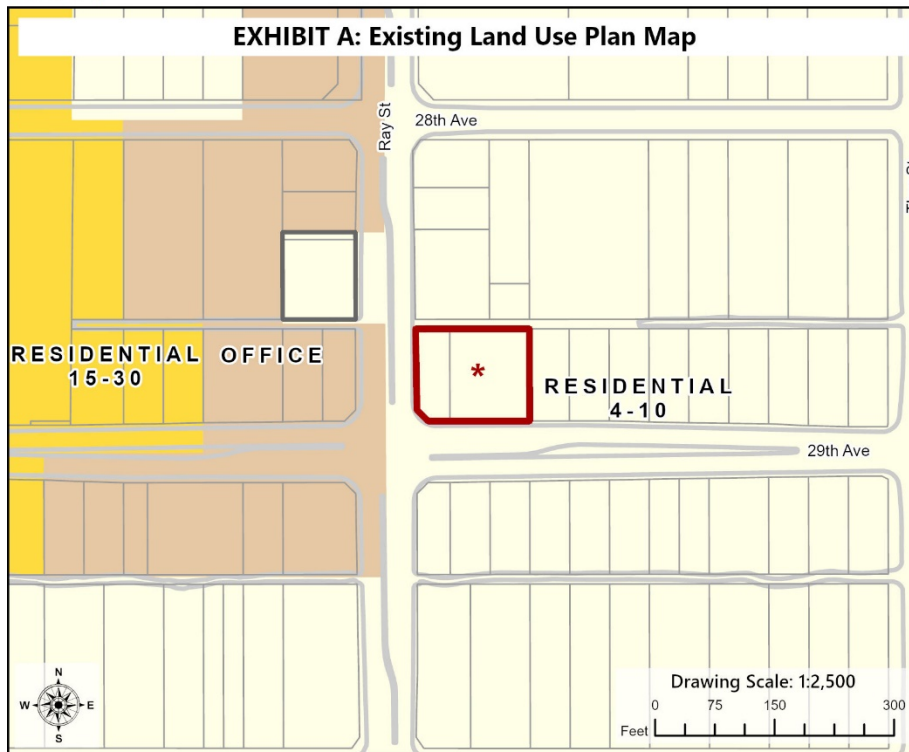


# Z19-502COMP: Remanded Consideration for PC

## 29th and Ray - Alternative Land Use Proposal Shown

2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 12/1/2020  
**THIS IS NOT A LEGAL DOCUMENT**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



### Legend

#### SiteAddress

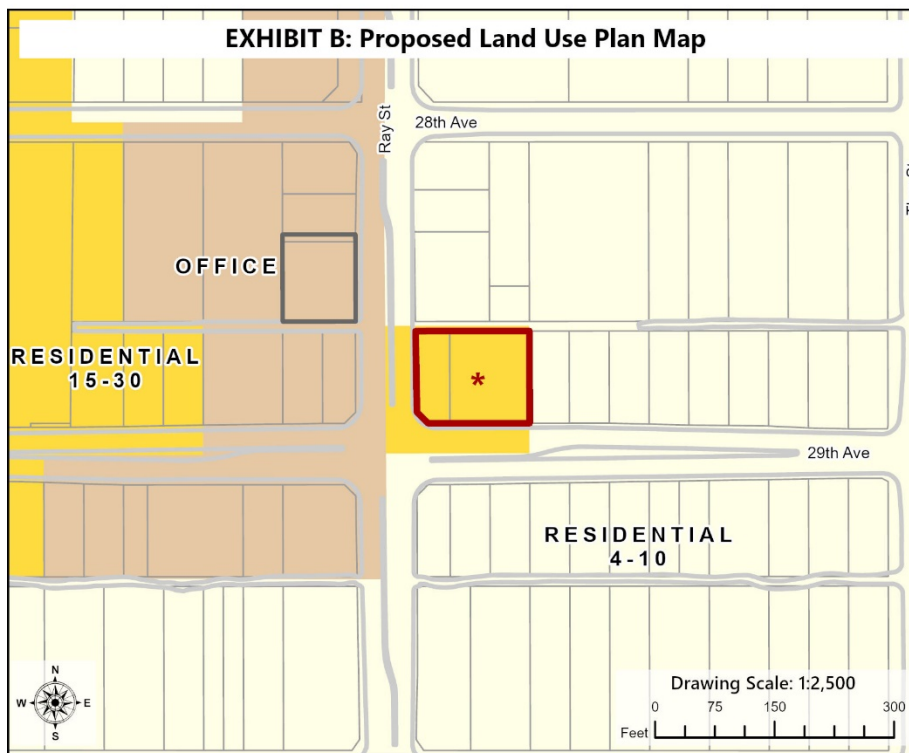
- Not a Part of Remand
- Remand Parcels
- Parcel
- Curb Line

#### Land Use Plan Designation

- Residential 4-10
- Residential 15-30
- Office

\* City Council has remanded this portion of the proposal back to Plan Commission to consider a land use plan map designation of Residential 15-30, instead of Office as originally proposed.

Acres (Proposal): 0.61



### Legend

- Not a Part of Remand
- Remand Parcels
- Parcel
- Curb Line

#### Land Use Plan Desig. (Option)

- Residential 4-10
- Residential 15-30
- Office

#### PROJECT LOCATION



Neighborhood and Planning Services  
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Desktop\Transfer Files\2020 Comp Plan Amendments\2020 Comp Plan Amendments II.aprx



# **Z19-503COMP: Remanded Consideration for PC** **29th and Ray - Alternative Zoning Proposal Shown** 2019/2020 Comprehensive Plan Amendment Proposals

Drawn: 12/1/2020  
 THIS IS NOT A LEGAL DOCUMENT  
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Legend**

- Not a Part of Remand
- Remand Parcels
- Curb Line
- Parcel

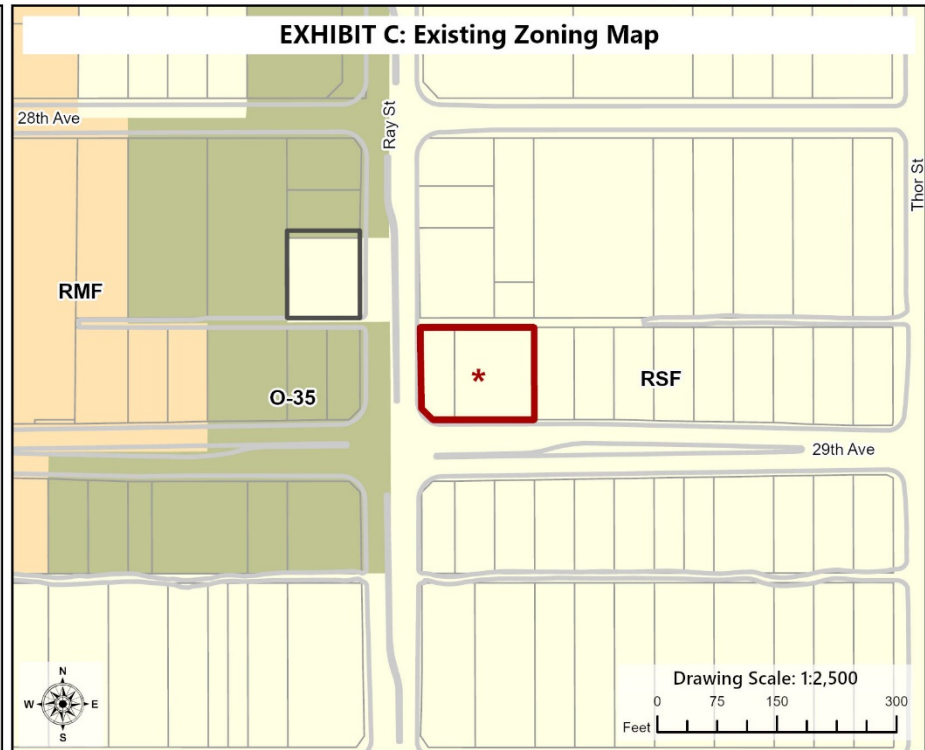
**Current Zoning**

- Office (O)
- Residential Multifamily (RMF)
- Residential Single-Family (RSF)

\* City Council has remanded this portion of the proposal back to Plan Commission to consider a zoning of Residential Multi-Family, instead of Office as originally proposed.

Numbers after a Zone Label denote the height limits in that area.

Acres (Proposal): 0.61



**Legend**

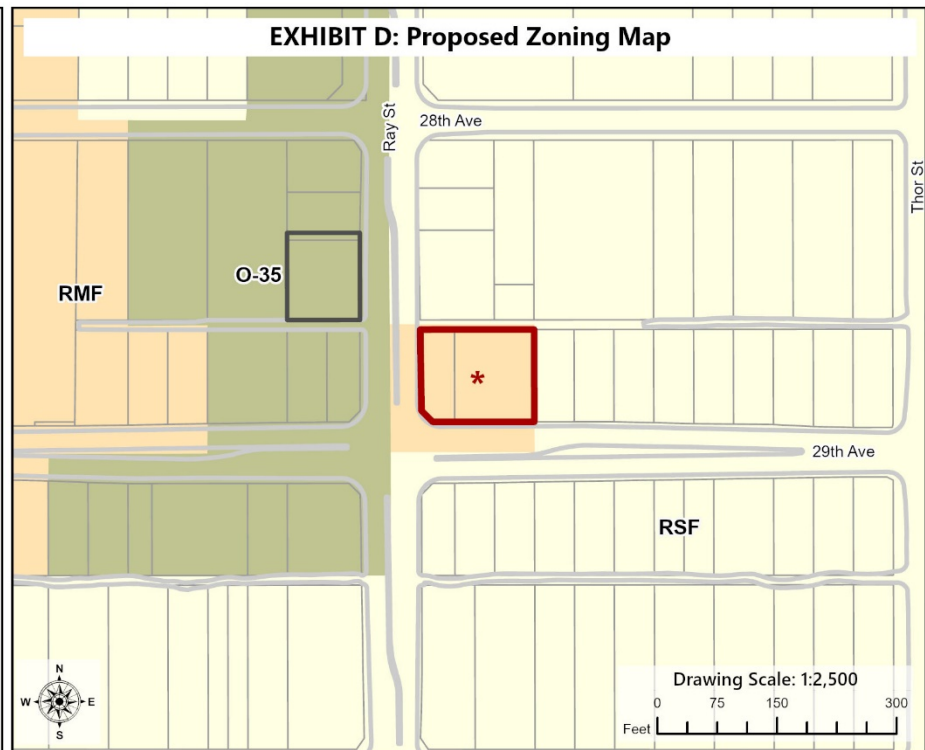
- Not A Part of Remand
- Remand Parcels
- Curb Line
- Parcel

**Proposed Zoning\***

- Office (O)
- Residential Multifamily (RMF)
- Residential Single-Family (RSF)

**PROJECT LOCATION**

Neighborhood and Planning Services  
 Drawn By: Kevin Freibott



Path: C:\Users\kfreibott\Desktop\Transfer Files\2020 Comp Plan Amendments\2020 Comp Plan Amendments II.aprx



# MEMO

**Date:** December 9, 2020

**To:** Spokane City Council

**From:** Todd Beyreuther, Plan Commission President

**Re:** **Plan Commission Action on City Council remand of Final Reading Ordinance C35974 Relating to Application Z19-502COMP and Amending the Land Use Plan Map of the City's Comprehensive Plan**

During its December 9, 2020 regular meeting the City of Spokane Plan Commission held a workshop to discuss the City Council's remand of Final Reading Ordinance C35974 relating to application file # Z19-502COMP. Previously, during the legislative session of your November 23, 2020 City Council meeting, the City Council took the following action:

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35974—relating to application file Z19-502COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.61 acres . . . for the opportunity for feedback on the possibility of this (parcels 35273.0219 and 35273.0220) being multifamily (and thereby remand back to the Plan Commission); **carried unanimously**.<sup>1</sup>

During its December 9 meeting, the Plan Commission received a report and presentation from staff on the possible modification to the proposal and heard input from Mr. Dwight Hume, agent for the applicant on this proposal. Later that same day, during a public hearing, the Plan Commission took public testimony and heard from staff and the applicant's agent again regarding the possible modification.

Upon closing the public record, Plan Commission took the following actions:

- **Motion** by Plan Commissioner Greg Francis, seconded by Plan Commissioner Michael Baker, **to amend** the Plan Commission's original recommendation<sup>2</sup> to City Council to recommend approval of parcels 35273.0219 and 35273.0220 if the proposed land use and zoning for those parcels were modified to Residential 15-30 and Residential Multi-Family.
  - During deliberation of the main motion (above), Plan Commissioner Greg Francis agreed to **amend** his original motion for a land use plan map designation of "Residential 10-20" and a zoning designation of "Residential Two-Family (RTF)" instead.

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<sup>1</sup> Council Action Memo, ORDs C359792 thru C35980, November 23, 2020

<sup>2</sup> See Plan Commission Findings of Fact, Conclusions, and Recommendations on Z19-502COMP, submitted previously.

This amendment to the motion was accepted by Plan Commissioner Michael Baker. Plan Commission accepted the amendment according to a vote, where it **passed 6 to 2** with one abstention.

- Following passage of the amendment, the **main motion** was considered and **passed 7 to 1** with one abstention.

The final motion, recommending Residential 10-20 for the two subject parcels, was made according to the following findings by the Plan Commission:

- The residential two-family zoning category is more restrictive than a multi-family zoning category, while still providing for greater density to serve the nearby Lincoln Heights District Center.
- Residential uses were envisioned by the City Council remand, and the public has had sufficient opportunity to provide input and comment on a residential use in this location.
- Residential Two-Family (RTF) zoning would not allow a conditional use permit for Office use on these parcels, as would be possible under Residential Multi-Family zoning category.
- Existing Land Use Plan Map Designations and Zoning designations around the Lincoln Heights District Center already provide for transitional land uses described in LU 3.2, Centers and Corridors.
- In consideration of decision criteria outlined in Spokane Municipal Code 17G.020.030, the Plan Commission finds the following:
  - The modified proposal recommended by Plan Commission meets the decision criteria outlined in 17G.020.030.A through J, including meeting the requirements of GMA and the Comprehensive Plan; without limiting the generality of the foregoing, the modified proposal is consistent with the City's Comprehensive Plan and regional plans and population forecasts.
  - A Land Use Plan Map designation of "Residential 10-20" and a zoning designation of "Residential Two-Family" would better meet the decision criteria outlined by Spokane Municipal Code 17G.020.030, especially as it relates to the location criteria in the Comprehensive Plan (criterion K.2.a), and would better implement the Comprehensive Plan (criterion K.2.c).
  - The site may not be entirely suitable for development of a single-family home due to access, traffic, and parking impacts related to the adjacent intersection (criterion K.2.b).

Sincerely,



[Todd Beyreuther \(Dec 10, 2020 11:45 PST\)](#)

Todd Beyreuther  
President, City of Spokane Plan Commission

**From:** [Carol Tomsic](#)  
**To:** [Freibott, Kevin](#)  
**Cc:** [Marilyn](#); [Sally](#); [Makaya Judge](#); [Eagle, Annica](#)  
**Subject:** Lincoln Heights Neighborhood Council official comments on the remand of Z19-502COMP  
**Date:** Sunday, December 6, 2020 8:50:03 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

The Lincoln Heights Neighborhood Council was asked by City Council to comment on whether to modify the proposal to change the Land Use Plan Map Designation to Residential 15-30 on the parcels east of Ray Street, instead of the Office designation requested by the applicant.

The Lincoln Heights Neighborhood Council is against the modified proposal by City Council to change the Land Use Plan Map designation to Residential 15-30 on the two parcels east of Ray Street, instead of the Office designation requested by the applicant. We are against Multi-Family zoning on the two parcels east of Ray Street.

The Lincoln Heights Neighborhood Council requests the Planning Commission to modify the proposed zoning from Multi-Family and Residential 15-30 on the parcels east of Ray Street to Residential Single-Family Compact and Residential 4-10 instead.

The residents are opposed to office and multi-family. Per the 12/3/2020 briefing papers, offices can be developed in Multi-Residential zones. The briefing papers say a future permit for office use in this location is likely possible if rezoned to Residential Multi-family.

Our neighborhood did not go through a year-long process to fight a proposed office zoning in a residential neighborhood, a zoning that goes against the stated visions and values in the land use chapter of our city's comprehensive plan and our municipal codes, to have the proposal modified to Multi-Family and erroneously grant the applicant an office zoning.

We want to reiterate that we are firm on the denial of any proposed Office Zoning.

The Lincoln Heights Neighborhood Council wrote a letter in support of residents opposed to the rezone of the northwest corner of 29<sup>th</sup>/Ray from residential to office.

The east side of Ray Street is a historically designated residential buffer. There is no trending in land use. The church at 28<sup>th</sup>/Ray was built in 1959, the church at 27<sup>th</sup>/Ray was built in 1953, the elementary school opened in the fall of 1953, the daycare opened in 1988, a fire station has been in various locations on Ray Street since 1914, and all are appropriate in residential zoning.

LU 1.5 Arterial frontages that are predominately developed with single-family residences should not be disrupted with office use. Therefore, an office zoning should not cross a principal arterial into a residential neighborhood where there is no commercial or office property. Ray Street is a principal arterial.

Municipal code 17C.120.030 says an office zoning on small sites in or near residential areas is intended to have few detrimental impacts on the neighborhood. There are limited car movements due to the concrete barriers at the intersection of 29<sup>th</sup>/Ray. The proposed office zoning will divert traffic into a residential neighborhood. The diverted traffic is a safety

concern. There is a lack of sidewalks and unpaved streets.

Staff Report Page 12/13 says the proposal appears to be in conflict with one or more approval criteria set forth by 17G.020 Comprehensive Plan Amendment Procedure. The city staff did not recommend the proposed office zoning change.

The Plan Commission denied the proposed comp plan amendment after a hearing on 9/9/2020 because the proposed office zoning did not comply with review guidelines or decision criteria and concerns about the intrusion of office uses into an established single-family neighborhood.

Our council values the city's housing action plan and the necessity of affordable and accessible housing. The parcels east of Ray Street are on a street lined with single-family residences. There is a neighborhood park in walking distance. A house was demolished on the site in 2019. LU 3.2 Vision and Values states the city values protecting the character of single-family neighborhoods.

Residential Single-Family Compact is a low-density residential zone and is applied to areas that are designated residential 10-20 on the land use map in the comprehensive plan. The Residential Single-Family Compact zoning will complement single-family residences in the neighborhood and allow a minimum of four and a maximum of ten dwelling units per acre. It increases infill without the eye-sore of a one to four story structure on a lot that is surrounded on three sides by single family residences.

LU 5.3 states that off-street parking and access do not adversely affect the surrounding area. The parcels have no on-street parking to accommodate a maximum density zoning.

LU 5.5 ensures that infill projects are well-designed and compatible with surrounding uses and building types. 17C.110.215 states, "height standards promote a reasonable building scale and relationship of one residence to another and they promote privacy for neighboring properties." A resident in the first house north of the parcel voiced a concern that a four-story structure allowed in a multi-family residential zoning would enable the residents to peer into her house.

In addition, the parcels east of Ray Street are not in a Center and Corridor.

Staff Report Page 4/13 states the subject properties have historically been residential single family since 1958 and this area comprises the edge of commercial and multi-family.

Staff Report Page 11/13 states the subject properties are located 500 feet from the nearest center, Lincoln Heights District Center

LU 1.4 states "The infill of Residential 15+ and Residential 15-30 residential designations located outside of Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly high density residential. The parcels on the east side of Ray Street are surrounded on three sides by single-family residences. The proposed modified zoning of the parcels east of Ray street go against the city's land use in the comprehensive plan.

LU 3.3 states as a goal and policy, "established single-family family residential neighborhoods will remain largely unchanged". It also says a directive of the land use goals and policies include restricting higher density housing in single-family areas.

We ask the Planning Commission and City Council to protect our neighborhood and residents.

Carol Tomsic

Chair, Lincoln Heights Neighborhood Council

Kevin, please send an email confirmation - thank you.

**From:** [VDarrell](#)  
**To:** [Plan Commission](#); [mmcspo@yahoo.com](mailto:mmcspo@yahoo.com); [Freibott, Kevin](#)  
**Cc:** [Wilkerson, Betsy](#); [Kinnear, Lori](#); [Carol Tomsic](#)  
**Subject:** Comments on proposal Z19-502COMP - Comprehensive Plan Amendment  
**Date:** Monday, December 7, 2020 2:25:14 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Comments on proposal **Z19-502COMP - Comprehensive Plan Amendment**, before the Spokane Plan Commission on December 9, 2020 for comment and recommendations:

The applicant initially requested a change in zoning from Residential (current zoning) to Office. The City Council requested input from the Plan Commission and neighborhood council whether to modify the proposal to change the Land Use Plan Map Designation to Residential 15-30 on the parcels east of Ray Street, instead of the Office designation requested by the applicant.

If you walk or drive through the neighborhood to the northeast and southeast of 29<sup>th</sup> and Ray, it is clearly a residential area that consists of single family homes. The area east of Ray Street is not a Center and Corridors area. LU 1.4 states "The infill of Residential 15+ and Residential 15-30 residential designations located outside of Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly high density residential."

The parcels on the east side of Ray Street are surrounded on three sides by single-family residences. The proposed modified zoning of the parcels east of Ray Street go against the city's land use in the comprehensive plan.

It is our perspective that the land use designations and zoning of properties to the west of Ray are appropriate as transitions between the CC-2 zoning of the Lincoln Heights Center to the west of Ray Street, and the Residential zoning to the east of Ray Street. However, the suggested change in land use to Residential 15-30 is inappropriate since this area is clearly not 'high density residential'. For this same reason, designation for use as 'Office' is inappropriate on the east side of Ray Street. We urge the Spokane Plan Commission to keep the current residential zoning (R 4-10) for this property.

Dan & Virginia Darrell  
3142 E. 33<sup>rd</sup> Avenue  
Spokane WA 99223  
December 6, 2020  
Sent from my iPad

Kevin Friebatt  
Assistant Planner  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201,  
and City Council Members  
Dear Mr. Friebatt  
and  
Spokane City Council Members

Dec. 7, 2020  
Re: property at  
NE corner 29<sup>th</sup> & Ray St.

In 1914 my parents purchased property in Lincoln Heights and built a house. I have lived in the Lincoln Heights area all of my life and have worked on many civic projects in our community. Once again it is disheartening to have the property on the corner single family zoned east side of Ray street which is not part of the Lincoln Heights Corridor. Until last year when the house on that property was removed it had been continually occupied over the years. Also last year a new house was built in the middle of that same block on an empty lot. It sold immediately. Setting a precedent by allowing an amendment change from single family to office / multi housing would change the flavor of our neighborhood. I am 96 years old and plan to stay in my home at least another ten years. We would all appreciate your decision to reject this amendment request.

Thank you so much Mrs June Pierce  
3327 E. 28<sup>th</sup> Ave  
Spokane 99223

**From:** [Carol Tomsic](#)  
**To:** [Beggs, Breean](#); [Kinnear, Lori](#); [Wilkerson, Betsy](#); [Burke, Kate M.](#); [Cathcart, Michael](#); [Stratton, Karen](#); [Mumm, Candace](#); [Plan Commission](#); [Mary Winkes \(Manito\)](#); [Freibott, Kevin](#)  
**Subject:** Comment on Remand of Z19-502COMP 29th/Ray  
**Date:** Tuesday, December 8, 2020 2:20:07 PM

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**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Comment on Remand of Z19-502COMP

Plan Commission and City Council Members

I expressed my opposition to the proposed zoning change on the parcels east of Ray Street at a Plan Commission hearing on September 9, 2020. An Office Zoning conflicts with Municipal Code 17C.120.030 and LU 1.5. An Office Zoning should not cross an arterial into a residential neighborhood and office zoning is intended to have few detrimental impacts on small sites in or near residential areas.

The Plan Commission voted unanimously to deny the proposed zoning changes because the proposed office zoning did not comply with the review guidelines or decision criteria and concerns about the intrusion of office uses into an established single-family neighborhood.

City Council voted to defer the final reading of the Comp Plan Amendment for the opportunity of feedback on the possibility of Multi-Family. In the Briefing Papers it says offices can be developed in Multi-Residential zones. The briefing papers also say a future permit for office use in this location is likely possible if rezoned to Multi-Family.

I am adamantly against the modified Multi-Family zoning by City Council and steadfast against the Office zoning. Our neighborhood did not go through a year-long process to fight an Office Zoning in a residential neighborhood to have the parcels on the east side of Ray Street modified to Multi-Family and erroneously grant the applicant an office zoning.

The City's Staff Report states the subject properties have historically been residential since 1958. The area is not in the Center or Corridor. LU 1.4 states multi-family should be in predominately high density residential. The parcels on Ray Street are surrounded on three sides by single-family residences. The proposed modified zoning of the parcels east of Ray Street go against the city's land use chapter in the comprehensive plan. A less dense zoning such as residential single-family compact and residential 4-10 would complement the single-family residences.

I live, work, and walk in the neighborhood. I walk south on Ray Street and use the intersection at 29<sup>th</sup>/Ray. It is commercial on the west side. It is residential on the east side. I walk east on 29<sup>th</sup> after crossing Ray/29<sup>th</sup> and feel like I am in a residential neighborhood. The street is lined with single-family residences. A Multi-Family is not appropriate for the parcel. The increased traffic would be a safety concern. The residential neighborhood lacks sidewalks and paved roads and, there is no off-street parking on the corner of Ray/29<sup>th</sup>.

Please deny the modified proposal by city council and protect our residential neighborhood.

Carol Tomsic

resident

Kevin - please send an email confirmation

**From:** [Plan Commission](#)  
**To:** [Meuler, Louis](#); [Freibott, Kevin](#); [Black, Tirrell](#)  
**Subject:** FW: Z19-502COMP, Comprehensive Plan Amendment  
**Date:** Wednesday, December 9, 2020 7:41:49 AM

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**From:** michele martz <mmartz1@hotmail.com>  
**Sent:** Tuesday, December 8, 2020 10:33 PM  
**To:** Plan Commission <eraplanc@spokanecity.org>  
**Subject:** Z19-502COMP, Comprehensive Plan Amendment

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Louis Meuler and Kevin Freibott, Planning commission,

It is with great concern for property values and a decrease standard of living that I write regarding the zoning plan that is being proposed to the area West of Ray street on 29<sup>th</sup>. The proposal is to modify from single family residents to office , apartments or multifamily dwellings. The proposed zoning modification goes against the city's land use comprehensive plan. The properties are not part of the business corridor nor should they be. The family's residing in this area wish to preserve the status of single family dwelling.

There is enough traffic on 28<sup>th</sup> avenue as it is. Thor street is still unpaved which helps decrease the amount of traffic for non area travel for the people who do not live in the vicinity. Home values need to be maintained by keeping this area as family zoned and family friendly. It should be preserved as a desirable place in which to live.

There are many businesses to the East of Ray that are empty, look disheveled near the Lincoln Heights shopping area. As it stands there is a clear division between the business area and the family friendly residential area to the West of Ray street.

We do not want these changes to affect the quality of life that we have at present on the West side of Ray. One only has to drive around the city to see how businesses have ruined the residential setting. Traffic increases, the increase in people who do not live in the area increases. People who have no responsibility to the area's properties have a lack of concern for what happens to the properties. Littering, property tagging, and general indiscretions happen at businesses. The homeless too set up tents and sleep areas in the entrances of businesses. Please do not allow the proposed zone changes.

We want to be viewed as a beautiful city and it starts with zoning and planning. Careful placement of business, and the maintenance of family residences should be continued.  
Thank you for your consideration in this matter. Please protect our homes for the present and future generations of this City.

Michele Martz

Concerned 28 th avenue resident/home owner

[mmartz1@hotmail.com](mailto:mmartz1@hotmail.com)

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

12/14/2020

Date Rec'd

11/24/2020

Clerk's File #

ORD C35971

Renews #Submitting Dept

FINANCE &amp; ADMIN

Cross Ref #Contact Name/Phone

PAUL INGIOSI 625-6061

Project #Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0410 - 2021 BUDGET ADOPTION

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2021, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2020.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

INGIOSI, PAUL

Study Session\OtherStudy Sessions - October;  
Finance Committee -  
10/19; Budget Hearing -  
11/2Division Director

WALLACE, TONYA

Council Sponsor

Council President Beggs

Finance

WALLACE, TONYA

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## **ORDINANCE NO. C35971**

An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2020; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2020, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2021 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2021, as set forth in the document attached hereto and entitled, "2021 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2021 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2021 are set forth in summary form

below, and are hereby appropriated for expenditure at the fund level during the year 2021 as set forth in the "2021 Adopted Budget, City of Spokane, Washington."

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
<b>General Fund</b>	<b>\$205,380,654</b>	<b>\$1,665,102</b>	<b>\$207,045,756</b>	<b>\$207,045,756</b>
<b>Special Revenue Funds</b>				
Street Maintenance	27,324,905	-	27,324,905	26,771,053
Code Enforcement	2,077,863	149,296	2,227,159	2,227,159
Library	10,886,174	-	10,886,174	10,684,930
Historic Preservation Incentive	9,180	5,820	15,000	15,000
Pension Contributions (LEOFF)	10,397,066	-	10,397,066	10,397,066
Miscellaneous Grants	935,000	-	935,000	935,000
Domestic Violence Prevention	500	-	500	500
Traffic Calming Measures	4,681,235	-	4,681,235	4,475,882
Urban Forestry Fund	20,000	-	20,000	20,000
Parks And Recreation	23,622,056	-	23,622,056	23,073,375
Under Freeway Parking	168,856	-	168,856	168,642
Parking Meter Revenue Fund	5,121,000	-	5,121,000	5,069,128
Paths And Trails Reserve	134,088	110,312	244,400	244,400
Spokane Regional Emergency Comms	166,976	-	166,976	162,977
Human Services Grants Fund	16,546,838	500,000	17,046,838	17,046,838
Continuum of Care	4,188,363	-	4,188,363	4,188,363
Forfeitures & Contributions (SPD)	400,900	371,850	772,750	772,750
Intermodal Facility Operation	872,254	-	872,254	872,254
Hotel/Motel Tax	4,451,250	6,934	4,458,184	4,458,184
Capital Improvement Program	10	84,040	84,050	84,050
Real Estate Excise Tax	2,745,944	-	2,745,944	1,268,089
Public Safety & Judicial Grants	1,595,486	-	1,595,486	1,577,822
Public Safety Personnel Fund	6,932,500	-	6,932,500	5,297,073
Combined Communications Center	2,642,743	1,000,000	3,642,743	3,642,743
Communications Building M&O	286,965	-	286,965	285,884
Community Development Fund	15,000	17,000	32,000	32,000
Comm Development Block Grants	9,800,000	-	9,800,000	9,800,000
CDBG Revolving Loan Fund	2,410,000	600,000	3,010,000	3,010,000
Misc Comm Develop Grants	31,000	1,729,000	1,760,000	1,760,000
Home Program	3,139,774	-	3,139,774	3,139,774
Home Revolving Loan Fund	380,000	1,000,000	1,380,000	1,380,000
Housing Assistance Program	11,500	170,000	181,500	181,500
Affordable & Supportive Housing Fund	402,274	260,000	662,274	662,274
Hope Acquisition Fund	17,500	550,000	567,500	567,500
Housing Trust Grant Fund	4,500	213,000	217,500	217,500
Rental Rehabilitation Fund	428,000	820,000	1,248,000	1,248,000
Trial Court Improvement Fund	64,608	-	64,608	64,608
Criminal Justice Assistance (Detention)	5,670,000	2,330,120	8,000,120	8,000,120
Financial Partnership Fund	190,000	-	190,000	189,745

Channel Five Equipment Reserve	230,430	120	230,550	230,550
Park Cumulative Reserve	1,057,981	1,097,446	2,155,427	2,155,427
Fire / EMS	56,430,741	-	56,430,741	56,405,741
Defined Contribution Administration	75,000	-	75,000	68,787
VOYA Defined Contribution Administration	27,500	-	27,500	27,500
Transportation Benefit Fund	3,206,971	3,664,537	6,871,508	6,871,508
<b>Debt Service Funds</b>				
GO Bond Redemption	16,428,140	-	16,428,140	16,428,140
Special Assessment Debt	530,000	-	317,834	317,834
Special Assessment Guaranty	2,500	5,500	8,000	8,000
Iron Bridge TIF Debt Service	77,500	23,861	101,361	101,361
University District LRF Debt Service	275,000	-	23,709	23,709
<b>Capital Projects Funds</b>				
Improvement Proj Cost Fund 2001	-	35,196	35,196	35,196
General Capital Improvements	40,000	-	40,000	20,000
Arterial Street	28,283,074	-	28,283,074	24,816,397
Capital Improvements 2015 Park	-	910,000	910,000	910,000
Capital Improvements 1995	-	40,778	40,778	40,778
Capital Improvements 2018 Library	345,441	24,829,066	25,174,507	25,174,507
Kendall Yards TIF	375,500	-	375,500	375,500
West Quadrant TIF	360,500	672,517	1,033,017	1,033,017
University District LRF	73,250	259,532	332,782	332,782
<b>Enterprise Funds</b>				
Water	49,810,213	2,235,701	52,045,914	52,045,914
Water/WW Debt Service	13,547,528	-	13,547,528	13,547,528
Integrated Capital Management	64,580,093	29,294,704	93,874,797	93,874,797
Sewer	63,619,282	3,130,362	66,749,644	66,749,644
Solid Waste Fund	78,451,339	8,921,593	87,372,932	87,372,932
Golf	4,025,270	-	4,025,270	3,750,501
Development Services Center	8,469,961	-	8,469,961	8,196,544
<b>Internal Service Funds</b>				
Fleet Services	14,625,016	-	14,625,016	14,577,349
Fleet Services Equipment Replacement	2,090,232	-	2,090,232	1,554,000
Public Works and Utilities	5,814,447	-	5,814,447	5,774,385
Information Technology (IT)	12,200,437	50,437	12,250,874	12,250,874
IT Capital Replacement	1,381,068	1,038,299	2,419,367	2,419,367
Reprographics	722,482	1,860	724,342	724,342
Purchasing & Stores	887,226	34,406	921,632	921,632
Accounting Services	4,271,989	420,576	4,692,565	4,692,565
My Spokane	1,547,517	1,022	1,548,539	1,548,539
Office of Performance Management	1,670,427	-	1,670,427	1,666,933
Risk Management	2,060,000	3,699,786	5,759,786	5,759,786
Workers' Compensation	5,075,500	1,661,764	6,737,264	6,737,264

Unemployment Compensation	304,000	289,793	593,793	593,793
Employee Benefits	44,727,354	2,305,025	47,032,379	47,032,379
Asset Management Operations	3,158,338	-	3,158,338	3,154,278
Asset Management Capital	9,972,447	242,907	10,215,354	10,215,354
Property Acquisition Police	2,277,921	-	2,277,921	0
Property Acquisition Fire	2,180,096	-	2,180,096	0
<b>Trust and Agency Funds</b>				
Finch Memorial Arboretum	8,000	8,000	16,000	16,000
Employees' Retirement (SERS)	30,424,000	5,964,927	36,388,927	36,388,927
Firefighters' Pension Fund	4,532,066	838,974	5,371,040	5,371,040
Police Pension Fund	4,345,500	99	4,345,599	4,345,599
Building Code Records Management	60,000	-	60,000	60,000
Municipal Court	1,500,100	-	1,500,100	1,500,100
<b>TOTAL FUNDS</b>	<b>\$900,312,339</b>	<b>\$103,261,262</b>	<b>\$1,003,110,144</b>	<b>\$989,257,039</b>

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2021 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council \_\_\_\_\_.

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

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

Approved as to form:

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

# Memo

To: Council President Beggs & Council Members  
From: Paul Ingiosi, Director of Management and Budget  
Cc: Mayor Nadine Woodward  
Scott Simmons, Acting City Administrator  
Tonya Wallace, CFO  
Terri Pfister, City Clerk  
Date: December 7, 2020  
Re: 2021 Supplemental Budget Recommendations

The following is a list of supplemental budget recommendations representing position reclassifications which were not known when the Mayor's Proposed Budget was submitted. All changes are budget neutral and do not result in an increase in appropriation levels by fund. We respectfully request Council amend the 2021 Proposed Budget to incorporate these items. The proposed amendments are listed by department/fund with the department number shown in parenthesis.

## **GENERAL FUND:**

### **Planning Services (0650)**

Delete one Assistant Urban Designer position (261001) and add one Assistant Planner II position (257036).  
The position was reclassified by Civil Service on 11/19/2020.

Decrease 08490-Temporary/Seasonal by \$9,823.

## **SPECIAL REVENUE FUNDS:**

### **Fire/EMS Fund (1970)**

Delete one Fire Captain position (938024) and add one Fire Lieutenant position (936113).  
The position was reclassified by Civil Service on 10/30/2020.

Increase 59953-Reserve for Budget Adjustment by \$9,601.

## **ENTERPRISE FUNDS:**

### **Development Services Center (4700)**

Delete one Certified Combined Inspector position (312017) and add one Electrical/Mechanical Inspector position (307004).  
The position was downgraded in 2020.

Increase 59951-Reserve for Budget Adjustment by \$40,662.