

12/16/14
 2/18/14



Agenda Sheet for City Council Meeting of:

11/17/2014

Date Rec'd	11/5/2014
Clerk's File #	OPR 2000-0079
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HEARING EXAMINER
Contact Name/Phone	BRIAN MCGINN 6010
Contact E-Mail	BMCGINN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0570, MINOR CONTRACT WITH CENTRAL PUGET SOUND TRANSIT AUTHORITY

Agenda Wording

Amendment No. 7 to contract with Central Puget Sound Regional Transit Authority for Hearing Examiner Services; extending the existing contract through December 31, 2017, at the rate of \$125.00 per hour.

Summary (Background)

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload, and is requesting that the existing contract be . . .

Fiscal Impact	Budget Account
Revenue \$ 125.00 per hour	# 0570-51500-99999-33810
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	
Division Director		Other	
Finance	LESNESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	areid@spokanecity.org	
For the Mayor	SANDERS, THERESA	teri.lapetino@soundtransit.org	
Additional Approvals		State Auditor	
Purchasing		Mail Original to: Teri Lapetino, Business Mgr, Legal	
		Central Puget Sound Regional Transit Authority	
		401 S Jackson St	
		Seattle, WA 98104-2826	

APPROVED BY SPOKANE CITY COUNCIL ON
 11/17/2014
 [Signature]
 SPOKANE CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

extended for an additional three-year period.

Fiscal Impact

Budget Account

Select \$

#

Select \$

#

Distribution List

Distribution List	

Amendment No. 7

**To the
Agreement
for
Hearing Examiner Services (PO 90794)**

THIS AMENDMENT No. 7 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual provisions herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for an additional three years, with a new expiration Date of December 31, 2017.

COMPENSATION

Hearing Examiner \$125.00 per hour
Admin. Support \$ 30.00 per hour

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 7.

SOUND TRANSIT

By *Perry Weinberg*

Title: Senior Legal Counsel

Name: Perry Weinberg
(Print Name)

Date: 10/29/14

Attest: *[Signature]*
City Clerk

CITY OF SPOKANE

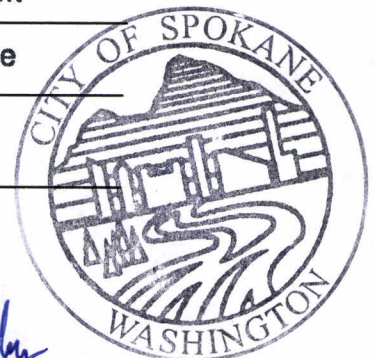
By *David A. Condon*

Title David A. Condon
Mayor

Name: City of Spokane
(Print Name)

Date: 12/15/14

Approved as to form:
[Signature]



04.04.12
 33



Agenda Sheet for City Council Meeting of:
 03/26/2012

Date Rec'd	3/14/2012
Clerk's File #	OPR 2000-0079
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HEARING EXAMINER
Contact Name/Phone	GREG SMITH 6010
Contact E-Mail	GSMITH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0570, MINOR CONTRACT WITH CENTRAL PUGET SOUND TRANSIT AUTHORITY

Agenda Wording

Amendment No. 6 to contract with Central Puget Sound Regional Transit Authority for Hearing Examiner Services; extending the existing contract through December 31, 2014, at the rate of \$125.00 per hour.

Summary (Background)

In 2000, the Central Puget Sound Regional Transit Authority contract with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload. Therefore, he is requesting that the existing contract be . . .

Fiscal Impact

Revenue	\$ \$125 per hour
Select	\$
Select	\$
Select	\$

Budget Account

#	0570-51500-99999-33810
#	
#	
#	

Approvals

Dept Head	SMITH, GREG
Division Director	
Finance	LESSENE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	FEIST, MARLENE

Council Notifications

Study Session	
Other	
Distribution List	
	areid@spokanecity.org
	teri.lapetino@soundtransit.org
	State Auditor

Additional Approvals

Purchasing	

APPROVED BY SPOKANE CITY COUNCIL

on
 3/26/2012

 SPOKANE CITY CLERK

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0570, MINOR CONTRACT WITH CENTRAL PUGET SOUND TRANSIT AUTHOR

Agenda Wording (630 character max)

Summary (Background) (870 character max)

extended for an additional three-year period.

Fiscal Impact

Select	\$	
Select	\$	
Select	\$	
Select	\$	

Budget Account

#	
#	
#	
#	

Distribution List

Save **Cancel**

Amendment No. 6

To the

Agreement
for

Hearing Examiner Services (PO 90794)

THIS AMENDMENT No. 6 to the Interlocal Cooperation Contract dated February 7, 2000, ("the Agreement), is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual provisions herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for an additional three years, with a new expiration Date of December 31, 2014.

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 6.

SOUND TRANSIT

By *Perry Weiners*

Title: Senior Legal Counsel

Name: Perry Weiners
(Print name)

Date: Jan. 31, 2012

Attest: *[Signature]*
Acting City Clerk

CITY OF SPOKANE

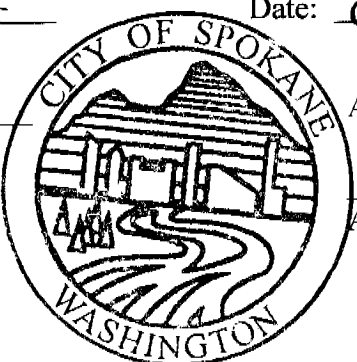
By *David A. Condon*

Title: Mayor
City of Spokane

Name: _____
(Print name)

Date: 04.03.2012

Approved as to form:
[Signature]
Assistant City Attorney



MDC
12-16-08

City Clerk's No. OPR 00-79

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

Date: November 26, 2008

Budget Account No: 0570-51500-99999-33810

RECEIVED
DEC 05 2008
CITY CLERK'S OFFICE
SPOKANE, WA

CONTRACT TOPIC:


Amendment No. 5 to contract with CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY for Hearing Examiner services; extending the existing contract through December 31, 2011. \$125.00 per hour revenue.

CONTRACT BACKGROUND

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload. Therefore, he is requesting that the existing contract be extended for an additional three-year period.




Submitting Department
Hearing Examiner



Legal



Manager/Division Director



Finance *MRL*

DISTRIBUTION
Contract Accounting
Hearing Examiner
Central Puget Sound Regional Transit Authority
401 S. Jackson Street, Seattle, WA 98104
Attention: Teri Lapetino

Amendment No. 5

To the

Agreement
for

Hearing Examiner Services (PO 90794)

THIS AMENDMENT No. 5 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual provisions herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for an additional three years, with a new expiration Date of December 31, 2011.

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 5.

SOUND TRANSIT

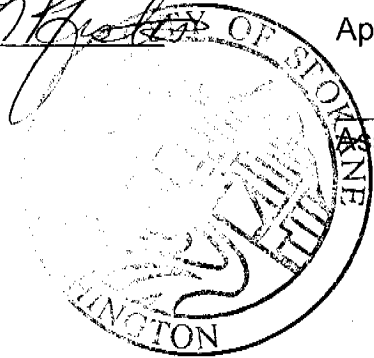
CITY OF SPOKANE

By Perry Weinberg
Title: Legal Counsel
Name: Perry Weinberg
(Print Name)
Date: 11/18/08

By Thomas E. Danek, Jr.
Title: City Administrator
City of Spokane
Name: _____
(Print Name)
Date: 12-5-08

Attest: [Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney



MWO
12-28-06

City Clerk's No. _____
(OPR 00-79)

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED
DEC 19 2006
CITY CLERK'S OFFICE
SPOKANE, WA

Date: December 13, 2006

Budget Account No: 0570-51500-99999-33810

CONTRACT TOPIC:

Amendment No. 4 to contract with CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY for Hearing Examiner services; extending the existing contract through December 31, 2008. \$125.00 per hour revenue.

CONTRACT BACKGROUND

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload. Therefore, he is requesting that the existing contract be extended for an additional two-year period.

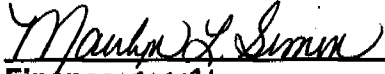


Submitting Department
Hearing Examiner



Legal

Manager/Division Director



Finance *MRL*

DISTRIBUTION

Accounting
Contract Accounting
Hearing Examiner
Central Puget Sound Regional Transit Authority
401 S. Jackson Street, Seattle, WA 98104
Attention: Teri Lapetino
City Clerk - webpage

Amendment No. 4

**To the
Agreement
for
Hearing Examiner Services (PO 90794)**

THIS AMENDMENT No. 4 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual provisions herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for an additional two years, with a new expiration Date of December 31, 2008.

HOURLY RATE

The hourly rate is increased to \$125.00

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 4.

SOUND TRANSIT

By

Perry Weinberg
Title: Env'tl. Compliance Mgr. + Legal Counsel

Name:

Perry Weinberg
(Print Name)

Date:

11/2/06

CITY OF SPOKANE

By

Jack Lynch
Title: Deputy Mayor

Name:

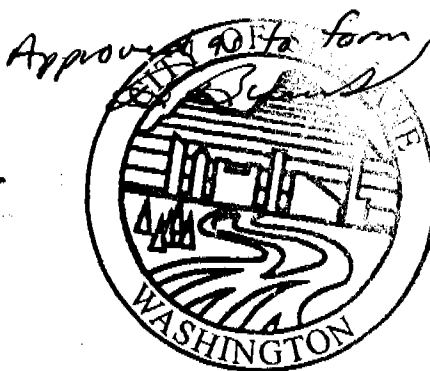
Jack Lynch
(Print Name)

Date:

12-19-06

Attest:

Seri Hjort
Spokane City Clerk



City Clerk's No. _____
(OPR 00-79)

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

DEC 23 2004

CITY CLERK'S OFFICE
SPOKANE, WA

Date: December 20, 2004

Budget Account No: 0570-51500-99999-33810

CONTRACT TOPIC:

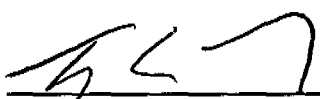
Amendment No. 3 to contract with CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY for Hearing Examiner services; extending the existing contract through December 31, 2006. \$75.00 per hour revenue.

CONTRACT BACKGROUND

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload. Therefore, he is requesting that the existing contract be extended for an additional two-year period.




Submitting Department
Hearing Examiner



Legal

Manager/Division Director



Finance *MS*

DISTRIBUTION

Accounting
Contract Accounting
Hearing Examiner
Central Puget Sound Regional Transit Authority
401 S. Jackson Street, Seattle, WA 98104
Attention: Teri Lapetino

AMENDMENT No. 3

to the

AGREEMENT

for

Hearing Examiner Services (PO 90794)

THIS AMENDMENT No. 3 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual promises herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for an additional two years, with a new expiration date of December 31, 2006.

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 1.

SOUND TRANSIT

By *Desmond L. Brown*

Title: GENERAL COUNSEL

Name: DESMOND L. BROWN
(Print Name)

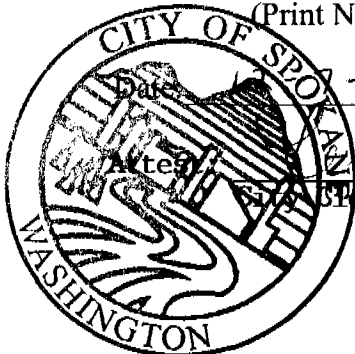
CITY OF SPOKANE

By *Jack Lynch*

Title: Deputy Mayor

Name: Jack Lynch
(Print Name)

Date: DEC 23 2004



Date: 12-23-2004

By *Jacklyn Hester*
Clerk

Approved as to form:

Desmond L. Brown
Assistant City Attorney

11/18 ar

2012

City Clerk's No. OPR 00-79
(OPR 00-79) *de*

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED
NOV 12 2002
CITY CLERK'S OFFICE
SPOKANE, WA

Date: November 11, 2002

Budget Account No: 0570-1500-9999-33810
51500-9999

CONTRACT TOPIC:


Amendment No. 2 to contract with CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY for Hearing Examiner services; extending the existing contract through December 31, 2004. \$75.00 per hour revenue.

CONTRACT BACKGROUND

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload. Therefore, he is requesting that the existing contract be extended for an additional two-year period.



Submitting Department
Hearing Examiner



Legal

Manager/Division Director



Finance *MLS*

DISTRIBUTION
Accounting
Contract Accounting
Hearing Examiner - Collette
Central Puget Sound Regional Transit Authority
401 S. Jackson St., Seattle, WA 98104
Attention: Teri Lapetino

AMENDMENT No. 2

to the
AGREEMENT
for
Hearing Examiner Services (RTA/LE 142-99)

THIS AMENDMENT No. 1 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual promises herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for an additional two years, with a new expiration date of December 31, 2004.

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 1.

SOUND TRANSIT

By Perry Wambrey
Env'tl. Compliance
Title: Mgr/Reg'l Counsel

Name: Perry Wambrey
(Print Name)

Date: 10/30/02

Attest: [Signature]
City Clerk

CITY OF SPOKANE

By [Signature]
Title: City Administrator

Name: Jack Lynch
(Print Name)

Date: NOV 12 2002

Approved as to form:
[Signature]
Assistant City Attorney

11/30
[Signature]

2010

City Clerk's No. OPR 00-79 [Signature]

Contract Req. No. _____

RECEIVED

MINOR CONTRACT AUTHORIZATION

JAN 25 2001

**CITY CLERK'S OFFICE
SPOKANE, WA**

Date: January 22, 2001

Budget Account No: 0570-1500-9999-33810

CONTRACT TOPIC: Extension to December 31, 2002, of an Interlocal Agreement between the City of Spokane and the Central Puget Sound Regional Transit Authority for Hearing Examiner Services - \$75 per hour (Hearing Examiner) \$25 per hour (assistant) revenue to the City of Spokane.

CONTRACT BACKGROUND In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with Sound Transit involving environmental determinations under the State Environmental Policy Act (SEPA). The Spokane City Council approved the contract on February 7, 2000. Central Puget Sound Regional Transit Authority wishes to extend this contract for two years, to expire on December 31, 2002, in the event that Sound Transit receives challenges to the agency's future SEPA determinations. The Hearing Examiner believes that he can hold hearings for Sound Transit without interfering with his Spokane workload. Therefore, he is requesting approval of the extension of this Interlocal Agreement

[Signature]
**Submitting Department
Hearing Examiner**

[Signature]
Legal

Manager/Division Director

[Signature]
Finance

- DISTRIBUTION**
 Accounting
 Contract Accounting
 Taxes & Licenses
 Hearing Examiner
 Risk Management Dept.
 Sound Transit c/o Teri Lapetino

AMENDMENT No. 1

OR 00-79

to the

AGREEMENT

for

Hearing Examiner Services (RTA/LE 142-99)

THIS AMENDMENT No. 1 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual promises herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE

The Agreement is hereby extended for two years, with a new expiration date of December 31, 2002.

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 1.

SOUND TRANSIT

By Maudie Barnes Lyle
Title: Deputy General Counsel
Name: MAUDIE BARNES LYLE
(Print Name)
Date: 12/19/01
Attest: [Signature]
City Clerk

CITY OF SPOKANE

By [Signature]
Title: Assistant City Administrator
Name: HENRY C. Miggins
(Print Name)
Date: Jan 25, 01
Approved as to form:
[Signature]
Assistant City Attorney

1/25/00
MSB

AGENDA SHEET FOR COUNCIL MEETING OF: January 31, 2000



Hearing Examiner
Submitting Department

Greg Smith 6010
Contact Person Phone Ext.

RECEIVED

CONSENT AGENDA

LEGISLATIVE SESSION

COUNCIL PRIORITY

- Contract
- 0 Report

- 0 Resolution
- 0 Emergency Ordinance
- 0 Final Reading Ordinance
- 0 First Reading Ordinance
- 0 Special Consideration
- 0 Hearing

- 0 Communications
- 0 Economic Development
- 0 Growth Management
- 0 Human Services
- 0 Neighborhoods
- 0 Public Safety
- Quality Service Delivery
- 0 Racial Equity & Cultural Diversity
- 0 Rebuild & Maintain Infrastructure

Clerk's Files: # DPR 00-79

Renews: # _____

JAN 25 2000
CITY CLERK'S OFFICE
SPOKANE, WA

Reference: # _____

ENG/LID: # _____

BID: # _____

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

N/A

Action Taken: _____

AGENDA WORDING: Interlocal Cooperation Agreement Between the City of Spokane and the Central Puget Sound Regional Transit Authority for Hearing Examiner Services - \$75 per hour (Hearing Examiner) \$25 per hour (assistant) revenue to the City of Spokane.

BACKGROUND (Attach separate sheet if necessary): The Central Puget Sound Regional Transit Authority (Sound Transit) has requested Greg Smith, the City of Spokane's Hearing Examiner, to conduct administrative hearings concerning appeals filed with Sound Transit involving environmental determinations under the State Environmental Protection Act (SEPA). Mr. Smith believes that he can hold hearings for Sound Transit without interfering with his Spokane work load. Therefore, he is requesting approval by the Council of this Interlocal Agreement.

RECOMMENDATION. Approve contract

FISCAL IMPACT:

Expenditure - \$
Revenue - \$50,000 Maximum

Budget Account: #0570 1500 99999 33810

LIST ATTACHMENTS AS FOLLOWS:

On file for Review in Office of City Clerk: Interlocal Agreement (2 originals).

SIGNATURES OF SUBMITTING OFFICERS (sign legibly):

Greg Smith
Hearing Examiner

Lang Warner
Division Director

Stacy Weber
Finance
City Manager

[Signature]
Legal

DISTRIBUTION AFTER COUNCIL ACTION:

- Hearing Examiner
- Sound Transit c/o Eileen D. Enos, C.P.M.
- Risk Management Dept., Attention: Loretta

COUNCIL ACTION:

MONDAY, JANUARY 31, 2000

Upon discussing the Current Agenda during the 3:30 p.m. Briefing Session held Monday, January 31, 2000, Council Member Eugster expressed concerns regarding the above-described agreement, and he requested deferral of the matter for one week (to February 7, 2000) so that he can have an opportunity to review the Interlocal Cooperation Agreement.

APPROVED BY
SPOKANE CITY COUNCIL:

February 7, 2000
[Signature]
CITY CLERK

[Signature] City Clerk

INTERLOCAL COOPERATION CONTRACT
Sound Transit No. RTA/LE 142-99

This Contract is between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, with a place of business located at 401 South Jackson Street, Seattle, Washington 98104-2826 (hereinafter referred to as "Sound Transit") and the CITY OF SPOKANE, a Washington State municipal corporation, with a place of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (hereinafter referred to as "City").

WITNESSETH:

The parties agree as follows:

1. ADMINISTRATION OF CONTRACT. Sound Transit and the City shall notify each other of its designated representatives for administration of this Contract. All day-to-day discussions, correspondence and other communications between the parties regarding the services provided under this Contract shall be between the designated representatives.

2. SCOPE OF SERVICES. The City shall provide Hearing Examiner services on an on-call basis in accordance with the intentions and qualifications identified in RFP No. LE142-99. The City shall assist Sound Transit for administrative appeals that may be filed with Sound Transit involving environment determinations under the State Environmental Protection Act ("SEPA").

The City will conduct hearings consistent with Sound Transit rules and procedures and applicable legal requirements. Upon execution of the Contract, a Notice(s) to Proceed with Work Order No. XXX, will be issued for specific tasks, which shall be separately identified in Work Order No. XXX. Each Work Order shall have a detailed scope, schedule and budget identified for it.

3. TERM OF CONTRACT. The initial term of this Contract will be from November 19, 1999 through December 31, 2000, unless terminated earlier under the provisions of this Contract.

4. COMPENSATION. Maximum payment to the City shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), including reimbursable expenses, for the satisfactory performance of services under this Contract. Compensation shall be payable as follows:

A. Professional Fees. Hours worked, which shall not include travel-only hours, shall be billed in increments of one-tenth of an hour at the applicable hourly rates of the person performing the work, as proposed in the City's Proposal and subject to the following ranges:

Greg Smith	\$75.00 per hour
Assistant	\$25.00 per hour

No other fees for professional services will be paid unless approved in writing by Sound Transit before the fees are incurred.

B. Reimbursable Expenses. Sound Transit shall reimburse the City for reasonable expenses in the following categories:

- 1) Long distance and cellular telephone charges;
- 2) Document reproduction not to exceed \$.10 per page;
- 3) Courier deliveries;
- 4) No charges for local facsimile, either incoming or outgoing;
- 5) Transportation, lodging and meals incurred by the City while traveling more than 50 miles from Spokane in connection with the Scope of Services, subject to the following limits:
 - a) local travel will be by bus, taxi, compact car rental;
 - b) a maximum approved IRS per-mile rate will be paid for the operation, maintenance, and depreciation costs of company or individually owned vehicle(s) for that portion of time they are used for the Scope of Services;
 - c) reimbursement for meals and lodging inclusive of tips and exclusive of alcohol shall be consistent with 48 CFR § 31 and not exceed the per diem rates for Washington State as established by the General Services Administration, Transportation Management Policy Division of the Federal Government, <http://www.gsa.gov/travel.htm>
 - d) air travel shall be by coach class at the lowest price available.
- 6) Reasonable expert consultant fees approved in advance by Sound Transit.

The City may submit monthly invoices to Sound Transit's Legal Department, Attn: Desmond Brown. Each invoice shall contain sufficient documentation to substantiate the invoiced amount and be in a form acceptable to Sound Transit. Within thirty (30) calendar days after receipt of a complete, satisfactory invoice, Sound Transit will make payment to the City of the amount of the invoice approved by Sound Transit's representative.

Compensation shall be full and complete payment for all labor, materials, taxes, assessments, duties, equipment, tools, water, heat, utilities, transportation, and other facilities, services and costs of business necessary for the proper performance of services under this Contract, and Sound Transit shall have no liability for such items other than the compensation provided in this Contract.

5. LEGAL RELATIONS AND INDEMNIFICATION. The City shall comply with all applicable federal, state and local laws, regulations and resolutions applicable to the performance of services under this Contract.

Sound Transit shall indemnify, defend and hold harmless the City, its officers, employees and agents from any action, claim or proceeding instituted against the City, its officers, employees and agents by any third party, arising out of the performance, purported performance or failure of performance in good faith of the professional duties described herein for Sound Transit.

Other than as provided above, the City shall indemnify, defend and hold harmless Sound Transit for all injuries to persons, or damages to property resulting from the negligence of the City, its officers, employees and agents, except to the extent such injuries and damages result from the willful misconduct or negligence of Sound Transit.

In the event of litigation between Sound Transit and the City to enforce any rights under this Contract, reasonable attorneys' fees shall be allowed to the prevailing party.

This Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from this Contract shall be brought in King County Superior Court, Washington, which shall have sole and exclusive jurisdiction and venue.

6. CHANGES. Sound Transit may, at any time and from time to time, issue written changes to the services to be provided under this Contract. In the event Sound Transit directs such change, the City may be entitled to additional compensation if the change affects the level of effort or time required to perform the required services. The City shall promptly notify Sound Transit's General Counsel in writing if the City concludes that Sound Transit has directed such a change. Failure by the City to provide written notification or to obtain approval from the General Counsel before performing the additional work may result in denial of any claim for additional compensation.

7. TERMINATION. Sound Transit may terminate this Contract for its own convenience (including failure of the City to timely and adequately perform the required services) at any time by providing written notice to City. If Sound Transit terminates the Contract for its convenience or for any other reason, Sound Transit shall be liable to City only for payment under the Contract's compensation provisions for services rendered before the Contract was terminated. Except for payment of services rendered before termination of the Contract, the City waives any claims for compensation or for damages caused by the termination.

The City may terminate the Contract at any time provided that the termination shall not (a) increase the cost of or delay the completion of the performance of the Scope of Services set forth herein, or (b) prejudice Sound Transit's ability to obtain adequate representation, or (c) violate the rules of professional conduct applicable to attorneys in Washington State. Immediately upon termination, the City shall submit to Sound Transit all property and documents in its possession, whether in progress or completed, related to the services under this Contract. Payments and settlements occasioned by termination shall be in accordance with applicable Washington State law.

8. INSURANCE. At the time of execution of the Contract, the City shall file with Sound Transit evidences of insurance from the insurer(s) certifying to the coverage of all required insurance and endorsements. All evidences of insurance must be certified by an authorized officer, agent, general agent, or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. The evidence of insurance shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Sound Transit in writing of any cancellation with at least thirty (30) days' notice. Any failure to mail the notice shall not relieve the insurance company, its agents, or representatives, from its obligations and/or liability. The City, the City's insurance broker/agent or insurance company shall notify Sound Transit in writing of any material alteration, including any change in the retroactive date of any "claims made" policies or substantial (>40%) reduction of aggregate limits, if such limits apply.

The City shall, upon demand of Sound Transit, deliver to Sound Transit a certified copy of any policy or all such policies of insurance. Should the City neglect so to obtain and maintain in force any required insurance, Sound Transit may suspend or terminate the Contract. Suspension or termination of the Contract shall not relieve the City from its insurance obligations.

- a. General Liability: Commercial General Liability for bodily injury including death, personal injury and property damage coverage, utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 per occurrence or claim and \$2,000,000 annual aggregate.
- b. Automobile Liability: Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 per accident/occurrence. The City may self insure this risk.
- c. Workers' Compensation: The City shall maintain workers' compensation insurance in the amount and type required by law for all employees employed by the City working under this Contract, and shall make all payments required by law for the insurance.

9. OWNERSHIP OF WORK AND DOCUMENTS. All work performed by the City under this Contract shall be the property of the Sound Transit. Sound Transit shall own any and all data, documents, working papers, computer programs, photographs, and other material produced by the City pursuant to this Contract, and the City assigns and transfers to Sound Transit any and all copyrights for such materials. The City shall provide Sound Transit with copies of all materials including, without limitation, any research memoranda prepared under this Contract. Under no circumstances, including pending disputes between Sound Transit and City, shall the City fail to deliver possession of the documents and materials to the Sound Transit upon demand. The City agrees that its failure to immediately deliver all documents and materials to Sound Transit upon demand shall cause Sound Transit to suffer immediate and irreparable harm, and further agrees that Sound Transit shall be entitled to injunctive relief compelling City to immediately deliver possession of the documents and materials to Sound Transit notwithstanding pending disputes between Sound Transit and the City.

10. EEO REQUIREMENTS. During the performance of this Contract, the City shall not discriminate against any employee or applicant for employment because of creed, race, religion, color, sex, sexual orientation, age, national origins or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, religion, color, sex, sexual orientation, age, national origins or the presence of any sensory, mental or physical disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11. CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES.

A. Conflict of Interest: The City, by entering into this Contract with Sound Transit covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interests. In the event that the City or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose the interest to Sound Transit and take action immediately to eliminate the conflict or to withdraw from this Contract, as Sound Transit may require.

B. Contingent Fees and Gratuities: The City by entering into this Contract with Sound Transit covenants that:

- 1) No person or selling agency except bona fide employees or designated agents or representatives of the City has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- 2) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the City or any of its agents, employees or representatives, to any official, member or employee of Sound Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or making of any determination with respect to the performance, of this Contract.

12. DISPUTES AND APPEALS. If the City disputes a determination or interpretation of Sound Transit's representative regarding the meaning and intent of this Contract, the City shall submit a written appeal, including all documents and information related to the dispute, to Sound Transit's Executive Director. The Executive Director or her/his designee shall review the appeal and issue a written decision within thirty (30) calendar days of receipt of the appeal. Appeal to the Executive Director shall be a condition precedent to litigation of the dispute.

13. AUDIT AND ACCESS TO RECORDS. For a period of three (3) years following final payment by Sound Transit to the City under this Contract, the City shall maintain all books, records, documents and other evidence related to performance of the services under this Contract. Sound Transit and its authorized representatives shall have access to the materials for the purpose of inspection, copying, cost review, and audit during the City's normal business hours. The City shall provide proper facilities for access and inspection. Audits shall be conducted in accordance with generally accepted auditing standards. The City shall extend its full cooperation to Sound Transit and its authorized representatives during audits and inspections.

14. PUBLIC COMMUNICATIONS. The City shall not issue any news releases or make any statements to a member of the news media or the general public regarding this Contract or the services performed or to be performed under this Contract without the prior approval of Sound Transit's representative.

15. ASSIGNMENT. The City shall not assign, delegate or subcontract any of its responsibilities under this Contract without Sound Transit's prior written consent.

16. PROHIBITED INTERESTS. No member, officer or employee of Sound Transit or its governing body, or of any of its component agencies, during such person's tenure or one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inhere in the circumstances.

17. INTEGRATION AND MODIFICATION. This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same object. This Contract may be modified only by a written agreement signed by the authorized representatives of the parties.

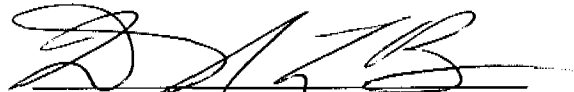
18. INTERLOCAL COOPERATION ACT (RCW 39.34 REQUIREMENTS)

- A. Purpose. This agreement is to provide a mechanism whereby Sound Transit can use the services of the City's hearing examiner to conduct administrative hearings concerning environmental determinations under the State Environmental Protection Act.
- B. Administration. No new or separate legal or administrative entity is formed by this Contract. No property will be acquired, held or disposed of.
- C. Property Upon Termination. It is contemplated that no property will be acquired, held or disposed of.
- D. Duration. The term of the Contract is provided in section 3.
- E. Financing Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- F. Filing of Agreement Pursuant to RCW 39.34.040, a copy of this interlocal agreement shall be filed with the King County Auditor and the Spokane County Auditor.

G. Method of Termination of Contract. The method of termination of the Contract is provided in Section 7.

Dated: 2-7-2000

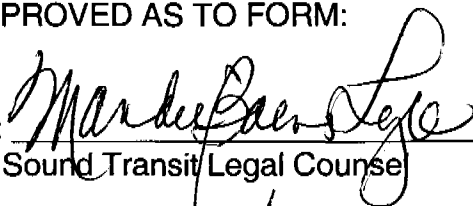
SOUND TRANSIT



Desmond L. Brown
General Counsel

APPROVED AS TO FORM:

Reviewed

By: 
Sound Transit Legal Counsel

By: 
Contract Specialist

Dated: 1/20/08

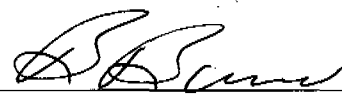
CITY OF SPOKANE

By: 
City Manager

Attest: 
City Clerk

Approved as to form:

Approved:


Assistant City Attorney


Hearing Examiner