

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 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 May 31, 2020.

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

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions 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 408-418-9388 and entering the access code 966 942 097 when prompted.**

The regularly scheduled 6:00 p.m. Legislative Sessions are canceled through May 18, 2020. City Council will be moving all legislative agenda items to their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions.

Note: The regularly scheduled City Council meeting for Tuesday, May 26, 2020, has been canceled. (Monday, May 25, 2020, is designated Memorial Day Holiday.) All regularly scheduled meetings of the City Council for Monday, May 25, 2020, are canceled in observance of Memorial Day.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 18, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

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

CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views during the Open Forum at the beginning and 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. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|---------|------------------------------|
| 1. | One year value blanket order with Neptune Technology Group (Tallasse, AL) for Neptune Water Meters, Registers, and Parts—not to exceed \$1,400,000 (incl. tax).
Loren Searl | Approve | OPR 2020-0466
BID 5278-20 |
| 2. | Contract Amendment with Azteca Systems (Sandy, UT) to add Work Order API Licenses in support of the UIS project from May 1, 2020, through March 31, 2021—\$18,967.11 (incl. tax).
Michael Sloon | Approve | OPR 2016-0235 |
| 3. | Three year Contracts with: | Approve | |
| | a. Structured Communication Systems, Inc. (Clackamas, OR) for NetApp data storage equipment, software, licenses, and support, including installation and setup, utilizing GSA Contract No. GS-35-0349S—\$196,292.93 (incl. tax) | | OPR 2020-0467 |

- b. SHI International, Corp. (Somerset, NJ) for Microsoft Select Plus Agreement for right to use licensing and software assurance from June 1, 2020, through May 31, 2023, utilizing NASPO Software VAR, Contract No. ADSPO16-130651—Estimated annual cost: \$95,315.28 (incl. tax). OPR 2020-0468
- Michael Sloon**

4. Low Bid of LaRiviere, Inc., (Rathdrum, ID) for Kempe to Woodridge Transmission Main—\$237,327.95 (plus tax). An administrative reserve of \$23,732.80 (plus tax), which is 10% of the contract, will be set aside. (Five Mile Prairie Neighborhood) (Deferred from April 27, 2020, Agenda) OPR 2020-0419
ENG 2015055
- Dan Buller**

5. Contract Amendment/Extension with American Medical Response Ambulance Service, Inc. (Spokane, WA) from June 1, 2020, through May 31, 2025—\$329,112 for 2020. Approve OPR 2015-0314
- Mike Lopez**

6. Contract with Washington State University (Pullman, WA) to conduct a Review and Analysis of Water Regulations for the City of Spokane—\$60,781. Approve OPR 2020-0469
ENG 2020088
- Marcia Davis**

7. City sponsorship for the Northeast Public Development Authority to join the Association of Washington Cities' employee benefits trust as a non-city entity. The Trust requires that before a non-city entity can participate in its programs, a city member of the Trust must sponsor the non-city entity. Approve OPR 2013-0132
- Council Member Cathcart**

8. Utility Agreement UTB 1225 Amendment No. 1 with the Washington State Department of Transportation to include the work from the Spokane River to I-90 for the reimbursement of costs to the Utility for removal, replacement or construction of Utility's water and sewer facilities within the North South Corridor project—\$1,077,800 Revenue. OPR 2017-0505
ENG 2018164
ENG 2018165
- Nathan Anunson**

9. Data Share Agreement between City and United Way. Approve OPR 2020-0470
- Cendy Pfortmiller**

10. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

Approve & Authorize Payments CPR 2020-0002

11. City Council Meeting Minutes: _____, 2020.

Approve
All

CPR 2020-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

NOTE: The regularly scheduled 6:00 p.m. Legislative Sessions are canceled through May 18, 2020. City Council will be moving all legislative agenda items to their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions.

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0030 Appointing Raylene Gennett as Director of Wastewater Management for the City of Spokane. (Council Sponsor: Council President Beggs)
Meghann Steinolfson
- RES 2020-0031 Expressing the City Council’s support for the safe restart of economic and social activity in the Spokane area within accepted public health and economic criteria. (Council Sponsor: Council President Beggs)
Council President Beggs
- RES 2020-0032 Stating the official policy of the City of Spokane to join the Global Covenant of Mayors for Climate and Energy and to reinstate the City’s membership in Local Governments for Sustainability (ICLEI-USA). (Council Sponsor: Council President Beggs)
Council President Beggs
- ORD C35908 Establishing official City policy relating to homelessness response efforts; enacting a new section 18.05.030 to the Spokane Municipal Code. (Council Sponsor: Council President Beggs)
Council President Beggs
- ORD C35870 Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code. (Deferred from March 16, 2020, Agenda) (Council Sponsor: Council Member Burke)
Council Member Burke

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for May 18, 2020
(per Council Rule 2.1.2)**

ADJOURNMENT

The May 18, 2020, Regular Legislative Session of the City Council will be held and is adjourned to June 1, 2020.

Note: The regularly scheduled City Council meeting for Tuesday, May 26, 2020, has been canceled. (Monday, May 25, 2020, is designated Memorial Day Holiday.)

NOTES



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	OPR 2020-0466
Renews #	
Cross Ref #	
Project #	
Bid #	5278-20
Requisition #	RN 48

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7851
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 NEPTUNE WATER METERS, REGISTERS, & PARTS

Agenda Wording

One year value blanket order for Neptune Water Meters, Registers, and Parts with Neptune Technology Group (Tallasse, AL) not to exceed \$1,400,000.00 including tax.

Summary (Background)

ITB #5278-20 to purchase these products on an as-needed basis was issued on 4/15/2020 via the City's electronic bidding portal to more than 40 contacts. One bid was received by the closing deadline on 5/4/2020. Award is correspondingly recommended to Neptune Technology Group as the lowest responsive, responsible bidder. Upon Council approval, this business will be awarded on a one year value blanket with four optional annual renewals at mutual consent not to exceed a total term of 5 years.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	\$ 1,400,000.00	# 4100-42490-34145-53502-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session\Other	UEC 5/11/2020
Division Director	SIMMONS, SCOTT M.	Council Sponsor	PRESIDENT BEGGS
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rtreffry@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		

Johnson, Samantha

From: Searl, Loren
Sent: Wednesday, April 1, 2020 7:20 AM
To: Prince, Thea; Johnson, Samantha
Subject: FW: Neptune VB
Attachments: Neptune VB Expenditure Control Form copy.pdf; Neptune VB Expenditure Control Form.pdf

Here is the approved expenditure control form for the Neptune VB renewal. There is a problem with this form and when Wes signs it comes back blank but showing the signature. If there is more that you need to proceed please let me know.

Thanks
Loren

From: Simmons, Scott M. <smsimmons@spokanecity.org>
Sent: Thursday, March 26, 2020 3:29 PM
To: Searl, Loren <lsearl@spokanecity.org>
Subject: FW: Neptune VB

You'll want to attached the form you filled out with this. Blank fields again

From: Crago, Wes <wcrago@spokanecity.org>
Sent: Wednesday, March 25, 2020 3:42 PM
To: Simmons, Scott M. <smsimmons@spokanecity.org>
Subject: Re: Neptune VB

That works, thanks.

Wes Crago | City of Spokane | City Administrator
(509) 625-6502 | wcrago@spokanecity.org | spokanecity.org



From: "Simmons, Scott M." <smsimmons@spokanecity.org>
Date: Wednesday, March 25, 2020 at 15:21
To: Wes Crago <wcrago@spokanecity.org>
Subject: FW: Neptune VB

Wes – here is an example of an ongoing O&M expense for our water dept. Annual value blanket PO for water meters.

I will try and group as I get multiple large expenses.

Scott

From: Searl, Loren <lsearl@spokanecity.org>
Sent: Wednesday, March 25, 2020 1:09 PM
To: Simmons, Scott M. <smsimmons@spokanecity.org>
Subject: Neptune VB

Scott,

Here is the information for the Neptune value blanket renewal. The current value blanket expires 5/1 but we are out renewals and need to do a competitive bid still, and council approvals.



Loren Searl | City of Spokane | Water Department - Superintendent
509.625.7851 | fax 509.625.7816 | lsearl@spokanecity.org | spokanecity.org



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 24 March 2020	Type of expenditure: Goods
Department: <u>Water</u>	
Approving Supervisor: Loren Searl	
Amount of proposed Expenditure: <u>\$1,000,000.00</u>	
Funding Source: Water Rates	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
The current value blanket for Neptune meters, radio systems, and reading devices expires on 1 May 2020.	
What are the impacts if expenses are deferred?	
Without renewing this value blanket we would not be able to purchase water meters or reading devices from Neptune. This would keep us from supporting development, meter maintenance, and the Utility billing system.	
What alternatives resources have been considered?	
There are no alternatives to purchasing meters and radios. The use of a different brand would require additional purchasing of hardware and software to support that brand.	
Description of the goods or service and any additional information.	
This value blanket is for all meters, meter repair parts, Neptune radios and meter reading devices that are purchased for the next year.	
Person Submitting Form/Contact: Loren Searl	
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Neptune Water Meters, Registers, & Parts – Annual Value Blanket
Date:	5/11/2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , 625-7851
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Funding for these purchases has been included in the Water Department’s Warehouse budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	The City’s last value blanket for these parts expired on 5/1/2020.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket supports the efficient and competitive procurement of Neptune Water Meters, Registers, & Parts on an as-needed basis for the 2020 – 2021 construction/repair season.
<p><u>Background/History:</u> Invitation to Bid #5278-20 was issued on 4/15/2020 via the City’s electronic bidding portal to more than 40 supplier contacts. One bid was received by the closing deadline on 5/4/2020. Award is correspondingly recommended to Neptune Technology Group as the responsive, responsible bidder of lowest cost. Upon Council approval, this business will be awarded on a one year value blanket with four optional annual renewals at mutual consent not to exceed a total term of five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Award to Neptune Technology Group (Tallassee, AL) • One year value blanket order not to exceed \$1,500,000.00 including tax • Bid #5278-20 Neptune Water Meters, Registers, & Parts - Annual Value Blanket 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

ITB# 5278-20		NEPTUNE TECHNOLOGY GROUP		
	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1 RESIDENTIAL METERS				
	2600	ED2B32RPHF21S2067 - 5/8 x 3/4 T-10 PLS 316 PCODER SA PIT C/F W/25' PIGTAIL	\$ 85.91	\$ 223,366.00
	700	ED2C11RPHF21S2067 - 3/4 T-10 C/I 302 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 123.48	\$ 86,436.00
	500	ED2F11RPHF21S2067 - 1 T-10 C/I 302 PCODER SA PIT C/F W/25' PIGTAIL	\$ 172.04	\$ 86,020.00
	400	ED2C11RPMF11SG89 - 3/4 T-10 C/I 302 P-CODER R900i VS PIT C/F W/25' PIGTAIL	\$ 212.23	\$ 84,892.00
	100	ED2B11RPMF11SG89 - 5/8 x 3/4 T-10 C/I 302 P-CODER R900i V5 PIT C/F W/25' PIGTAIL	\$ 174.23	\$ 17,423.00
	400	ED2F11RPMF11SG89 - 1 T-10 C/I 302 PCODER R900i V5 PIT C/F W/25' PIGTAIL	\$ 260.23	\$ 104,092.00
	5	ED2H11RPHF21S2067 - 1 1/2 T-10 OVAL P-CODER SA PIT C/F W/25' PIGTAIL	\$ 313.98	\$ 1,569.90
TOTAL ITEM 1			\$	603,798.90
2 RESIDENTIAL/MIUs				
	200	RPH2F11S2067 - REGPROCODER 5/8 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 13,356.00
	100	RPH2F21S2067 - REGPROCODER 3/4 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 6,678.00
	200	RPH2F31S2067 - REGPROCODER 1 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 13,356.00
	200	RPH2F41S2067 - REGPROCODER 1 1/2 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 13,356.00
	300	RPH2F51S2067 - REGPROCODER 2 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 20,034.00
	2	RPH3F21S2067 - REGPROCODER SA PIT C/F 3 TRIDENT TURBINE W/25' PIGTAIL	\$ 66.78	\$ 133.56
	20	RPH3F31S2067 - REGPROCODER SA PIT C/F 4 TRIDENT TURBINE W/25' PIGTAIL	\$ 66.78	\$ 1,335.60
	20	RPH5F11S2067 - REGPROCODER SA PIT C/F 2 HP TURBINE W/25' PIGTAIL	\$ 66.78	\$ 1,335.60
	100	RPM2F11SG89 - REG-P-CODER R900i V5 PIT 5/8 T-10 C/F W/25' PIGTAIL	\$ 155.53	\$ 15,553.00
	100	RPM2F21SG89 - REG-P-CODER R900i V5 PIT 3/4 T-10 C/F W/25' PIGTAIL	\$ 155.53	\$ 15,553.00
	100	RPM2F31SG89 - REG-P-CODER R900i V5 PIT 1 T-10 C/F W/25' PIGTAIL	\$ 155.53	\$ 15,553.00
	1,000	.13341-200 - TRANSMITTER ASSY COMP R900 V4 WALL MIU	\$ 65.00	\$ 65,000.00
	1,000	.13442-200 - R900 V4 PIT MIU 6' ASSY COMPLETE	\$ 80.00	\$ 80,000.00
	200	.13377-210 - TRANSCEIVER ASSY R900 VS WALL MIU	\$ 80.00	\$ 16,000.00
	1	.13676-200 - AT&T CMIU PIT 6' OF WIRE (10 YRS CELLULAR DATA)	\$ 350.00	\$ 350.00
	150	.13678-200 - VERIZON CMIU PIT 6' OF WIRE (10 YRS CELLULAR DATA)	\$ 350.00	\$ 52,500.00
	25	ET4HRPHF21S2067 - 1 1/2 HP TURBINE PCODER SA PIT C/F W/25' PIGTAIL	\$ 368.00	\$ 9,200.00
	40	ED2J11RPHF21S2067 - 2 T-10 OVAL PCODER SA PIT C/F W/25' PIGTAIL	\$ 416.05	\$ 16,642.00
	25	ET4ARPHF21S2067 - 2 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 432.04	\$ 10,801.00
	20	EC2ARPHF21S2067 - 2 HP TRU/FLO P-CODER SA PIT C/F W/25' PIGTAIL	\$ 1,248.57	\$ 24,971.40
TOTAL ITEM 2			\$	391,708.16
3 COMMERCIAL METERS				
	2	ET2BR8F1 - 3 FIRE HYDRANT W/COUP DIR READ C/F BRZ	\$ 737.54	\$ 1,475.08
	2	ET4BRPHF21S2067 - 3 HP TURBINE P-CODER SAPIT C/F W/25' PIGTAIL	\$ 639.10	\$ 1,278.20
	10	EC3BRPHF21S2067 - 3 TRU/FLO W/T- 10 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 1,342.11	\$ 13,421.10
	2	ET4CRPHF21S2067 - 4 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 1,093.66	\$ 2,187.32
	12	EC3CRPHF21S2067 - 4 TRU/FLO W/T- 10 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 2,380.44	\$ 28,565.28
	2	EP4C1RPHF21S2067 - 4 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$ 5,149.66	\$ 10,299.32

	2	ET4DRPHF21S2067 - 6 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$	2,838.99	\$	5,677.98
	2	EC3DRPHF21S2067 - 6 TRU/FLO W/T- 10 P-CODER SA PIT C/F W/25' PIGTAIL	\$	3,926.89	\$	7,853.78
	2	EP4D1RPHF21S2067 - 6 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$	7,263.38	\$	14,526.76
	2	ET4ERPHF21S2067 - 8 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$	4,312.48	\$	8,624.96
	2	EP4E1RPHF21S2067 - 8 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$	9,570.25	\$	19,140.50
	2	ET4FRPHF21S2067 - 10 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$	4,500.00	\$	9,000.00
	2	EP4F1RPHF21S2067 - 10 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$	13,995.00	\$	27,990.00
	TOTAL ITEM 3		\$	150,040.28		
4	STRAINERS					
	2	.52000-201 - STRAINER 6 COMPLETE BRONZE	\$	892.05	\$	1,784.10
	2	.52000-402 - STRAINER 10 COMPLETE BRONZE	\$	4,000.01	\$	8,000.02
	2	.53107-000 - STRAINER 3 COMPLETE BRONZE	\$	450.65	\$	901.30
	20	.53107-100 - STRAINER 4 COMPLETE BRONZE	\$	554.25	\$	11,085.00
	TOTAL ITEM 4		\$	21,770.42		
5	READING EQUIPMENT					
	1	.13457-000 - TRIMBLE PROGRAMMING MOUS SYSTEM LEVEL	\$	750.00	\$	750.00
	1	.13462-000 - TRIMBLE RANGER 3 XE W/HR2650I RECEIVER	\$	7,700.00	\$	7,700.00
	3	.13302-100 - R900 BELT CLIP TRANSCEIVER V3.0	\$	1,900.00	\$	5,700.00
	1	.13655-100 - MRX920 V4 MOBILE DATA COLLECTOR	\$	7,700.00	\$	7,700.00
	1	.12517-100 - ADVANTAGE II PROBE	\$	1,288.00	\$	1,288.00
	2	.13458-100 - R900 GATEWAY V4 ASSY ETHERNET VER	\$	6,600.00	\$	13,200.00
	2	.13070-100 - OUTDOOR UPS SYSTEM ASSY	\$	1,800.00	\$	3,600.00
	2	.13146-100 - ANTENNA RF W/BRACKETS R900 GATEWAY V2	\$	348.00	\$	696.00
	TOTAL ITEM 5		\$	40,634.00		
6	PARTS					
	25	.8316-606 - O-RING SQUARE 2 T-10	\$	3.50	\$	87.50
	400	.8340-038 - GASKET 4.620 x 5.145 x .120	\$	1.02	\$	408.00
	75	.8341-312 - GASKET MAINCASE 3 T/F	\$	3.72	\$	279.00
	75	.8341-313 - GASKET MAINCASE 4 T/F	\$	5.08	\$	381.00
	500	.9083-001 - GASKET M/C 1 1/2 T-10	\$	2.59	\$	1,295.00
	400	.9083-002 - GASKET M/C 2 T-10	\$	5.08	\$	2,032.00
	2	.9439-001SP00 - MEASURING CHMBR ASSY 3 TRU/FLO PO	\$	547.16	\$	1,094.32
	1	.9439-002SP00 - MEASURING CHMBR ASSY 4 TRU/FLO PO	\$	597.30	\$	597.30
	5	.9439-106 - MEASURING CHAMBER COMPLETE 6" TRU/FLO	\$	1,008.67	\$	5,043.35
	1	.9441-101 - GEAR TRAIN ASSY 6 & 8 T/T, T/F	\$	104.82	\$	104.82
	1	.9450-002 - DRIVE PINION 6 & 8 T/T	\$	0.84	\$	0.84
	25	.9485-006 - DRIVE ASSY 2 & 3 T/F	\$	15.22	\$	380.50
	1	.9490-001 - DRIVE END, MAGENT	\$	0.57	\$	0.57
	1	.9833-024 - BOTTOM CAP BRZ 3/4 T10 CAST-TO-SIZE	\$	19.17	\$	19.17
	1	.9842-024 - BOTTOM CAP 1 T10 BRZ CAST-TO-SIZE	\$	34.30	\$	34.30
	150	.9837-003 - GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 204	\$	2.25	\$	337.50
	2	.9861-000 - MEASURING CHMBR ASSY 2" HP TRU/FLO	\$	309.93	\$	619.86
	5	.9861-200 - MEASURING CHMBR ASSY 1 1/2" & 2" HPT	\$	315.56	\$	1,577.80
	20	.11329-100 - MEAS ELEM ASSY 3" HP TURBINE	\$	259.70	\$	5,194.00
	1	.11347-110 - MAGNET/GEAR ASSY 3" HP TURBINE	\$	4.28	\$	4.28
	1	.11347-210 - MAGNET/GEAR ASSY 4" HP TURBINE	\$	5.64	\$	5.64
	600	.12482-002 - INSTALLATION KIT PIT APPLICATIONS		FREE		FREE
	TOTAL ITEM 6		\$	19,496.75		
	TOTAL ITEMS 1-6		\$	1,227,448.51		
	8.9% SALES TAX		\$	109,242.92		
	GRAND TOTAL		\$	1,336,691.43		
	DISCOUNT ON ADDITIONAL PRODUCT			30%		
	LEAD TIME (BUSINESS DAYS ARO)			30		

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	OPR 2016-0235
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR21692

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 AZTECA SYSTEMS AMENDMENT WORK ORDER API

Agenda Wording
 Amendment to OPR 2016-0235 to add Work Order API Licenses in support of the UIS project. Requesting \$18,967.11 including tax for term May 1, 2020 through March 31, 2021.

Summary (Background)
 Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management system. This contract amendment is to purchase Cityworks Work Order API, which will allow for integration between the new Utility Billing System (enQuesta) and Cityworks Asset Maintenance Management system.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	\$ 18,967.11	# 4250-30210-38141-54201
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session\Other	Urban Experience Committee May 11, 2020
Division Director	SLOON, MICHAEL	Council Sponsor	
Finance	WALLACE, TONYA	Distribution List	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Brian Haslam - bhaslam@cityworks.com	

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Cityworks by Azteca Systems, LLC Work Order API
Date:	March 11, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Initial purchase of Cityworks Work Order API. Utilizing Budget Account #: 4250-30210-38141-54201-99999
Strategic Initiative:	Sustainable Resources
Deadline:	May 1 , 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase of work order API in support of the UIS project.
Background/History:	
<p>Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management system. This contract amendment is to purchase Cityworks Work Order API, which will allow for integration between the new Utility Billing System (enQuesta) and Cityworks Asset Maintenance Management system.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • Contract Amendment with Azteca Systems, LLC for the initial purchase of Cityworks Work Order API. • Requesting \$18,967.11 including tax for the renewal of this contract. • Term is May 1, 2020 – March 31, 2021 • OPR 2016-0235 Azteca Cityworks 2020 Annual Software Maintenance and Support \$114,345.00 including tax. 	
Budget Impact:	
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? <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:	



City of Spokane
AMENDMENT TO CONTRACT RENEWAL
Title: ANNUAL SOFTWARE SUPPORT AND UPDATES FOR CITYWORKS SYSTEM

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

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

WHEREAS, the 2020 Contract Renewal needs to be formally amended by this written Contract Amendment document.

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

1. CONTRACT DOCUMENTS.

The Contract Renewal attested by the City Clerk on March 16, 2020 is incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City’s documents control.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on May 1, 2020, and run through March 31, 2021.

3. AMENDMENT.

Work Order API – Extended to current licensing in accordance with Quote Proposal Q-09446-4, attached hereto.

4. COMPENSATION.

The City shall pay an additional estimated maximum annual cost not to exceed **EIGHTEEN THOUSAND NINE HUNDRED SIXTY SEVEN AND 11/100 (\$18,967.11)**, including tax, for everything furnished and done under this Contract Amendment in addition to the current

Annual Renewal of \$114,345.00 in accordance with the attached Cityworks Quote dated February 12, 2020 and quote April 15, 2020 (Q-09368-1 and Q-09446-4 for additional products) . This is the total maximum amount (\$133,312.11) for the period of May 1, 2020 through March 31, 2021, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Amendment document.

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

AZTECA SYSTEMS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

David A. Condon

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Azteca Systems, LLC (Cityworks) Quote Nos. Q-09368-1 and Q-09446-4



Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Quote Number Q-09446-4
 Created Date 4/15/2020
 Expiration Date 7/14/2020

Contact Information

Contact Name: Prepared By Name: Hyrum Kruger
 Organization: Spokane (WA), City of Prepared By Phone: (801) 523-2751
 Contact Address: , WA

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
Work Order API - Extended	1.00	\$17,417.00
TOTAL:		\$17,417.00

Notes

Year 1 Dollar Value	\$17,417.00	Year 1 Date Range	05/01/2020 - 03/31/2021*
Year 2 Dollar Value	\$124,000.00	Year 2 Date Range	04/01/2021 - 03/31/2022
Year 3 Dollar Value		Year 3 Date Range	

Quote Notes:

Quote adds Work Order API - Extended to current licensing.

Updated License:

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified

Products:

- Office
- Respond
- Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

- Storeroom
- Equipment Checkout
- Contracts
- Cityworks for Excel
- Cityworks Analytics for AMS
- eURL (Enterprise URL)
- Workload
- Web Hooks
- CCTV Interface for PACP
- Pavement Interface
- Work Order API - Extended

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 200,001 - 250,000 population range

*Fee for Year 1 reflects addition of Work Order API - Extended and is pro-rated for a period of 05/01/2020 - 03/31/2021. Quote assumes Current Renewal Amount of \$105,000.00 has previously been paid.

Terms and Conditions

Payment Terms

Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

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

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

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

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

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

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

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

Taxes

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

International Customers

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

AZTECA SYSTEMS, LLC. COPYRIGHT 1995 - 2019

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

Accepted by:

Title

____ / ____ / ____

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

Washington State Department of Revenue

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

AZTECA SYSTEMS, LLC

License Information:

[New search](#)[Back to results](#)**Entity name:** AZTECA SYSTEMS, LLC**Business name:** AZTECA SYSTEMS, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 604-060-266**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 11075 S STATE ST
STE 24
SANDY UT 84070-5128**Mailing address:** 11075 S STATE ST
STE 24
SANDY UT 84070-5128**Excise tax and 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
Bellingham General Business	063840			Active		Aug-13-2018
Spokane General Business - Non-Resident				Active	Dec-31-2020	Jul-02-2018

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

Governing people	Title
HASLAM, BRENT	
HASLAM, BRIAN	

The Business Lookup information is updated nightly. Search date and time: 2/26/2020 9:19:16 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2019

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).

PRODUCER The Buckner Company 6550 South Millrock Dr. Suite #300 Salt Lake City UT 84121-	CONTACT NAME: Amy LaFond PHONE (A/C, No, Ext): 801-937-6740 E-MAIL ADDRESS: alafond@bucker.com		FAX (A/C, No): 801-365-0808
	INSURER(S) AFFORDING COVERAGE		
INSURED Azteca Systems, LLC 11075 South State #24 Sandy UT 84070	INSURER A: Continental Casualty Company		NAIC # 20443
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Valley Forge Insurance Company		20508
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 258880236

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
C	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6072329331	9/3/2019	9/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 TECH E&O \$ 5,000,000
B	<input 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			6072329328	9/3/2019	9/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072329362	9/3/2019	9/3/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6072329345	9/3/2019	9/3/2020	<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	Employment Practices Liability Fiduciary D&O			6188604201	9/3/2019	9/3/2020	\$10,000 retention \$1,000,000 \$0 Deductible \$500,000 \$10,000 Retention \$3,000,000

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

TECH E&O/Media/Info Risk Deductible \$10,000

Workers Compensation Policy applies for the Following States: UT, CO, FL, IN, MO, NY, NC, OR, PA, TX, VA, WI, AL, MA

When applicable - Additional Insured applies per the General Liability form CNA74872XX (01-15) and the Auto Liability form CNA83700XX (10-15). Coverage is Primary and Non-Contributory per form CNA74872XX (01-15). Waiver of Subrogation for the General Liability, Auto Liability and Workers Compensation applies per forms CNA74872XX (01-15), CNA83700XX (10-15) and WC420304B (06-14). Please review forms to ensure they satisfy your requirements.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane – Wastewater Maintenance
 Attn: Samantha Johnson
 909 E. Sprague Avenue
 Spokane WA 99202

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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Quote Number Q-09368-1
 Created Date 2/12/2020

Contact Information

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

Quote Lines

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

Maintenance Start Date: 4/1/2020 **Maintenance End Date:** 3/31/2021

Quote Notes:

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

Accepted by: _____

Title _____

____/____/____
Date

Terms and Conditions

Payment Terms

Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

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

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

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

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

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

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

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

Taxes

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

International Customers

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

AZTECA SYSTEMS, LLC. COPYRIGHT 1995 - 2019

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



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	OPR 2020-0467
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR21690
Agenda Item Name	5300 STRUCTURED 2020 NETAPP STORAGE		

Agenda Wording

Approval for NetApp data storage equipment, software & licenses. 3 yr 24x7x4Hr support from Structured Communication Systems, Inc. including installation & setup. Requesting \$196,292.93 including tax for 3 yr term, utilizing GSA contract# GS-35-0349S.

Summary (Background)

Data storage needs will exceed our current storage capacity and performance. In addition, current legacy storage equipment is scheduled for replacement due to end-of-support and end of contract. Critical data storage for SPD needs to be resolved. SPD has been saving data on mobile hard drives due to storage capacity challenges in our data center. The data needs to be moved to the data center so it is secured and backed up.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	

Expense	\$ 196,292.93	# 5310-73100-94000-56409
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	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	
		Casey Richmond - crichmond@structured.com	

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	NetApp Hardware Purchase – Data Center data storage through Structured Inc.
Date:	May 11, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – NetApp data storage, installation, and 3 year support agreement. 5310 73100 18880 56409 – Capital Replacement fund
Strategic Initiative:	Finance, Administration, and Sustainable Resources
Deadline:	May 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Increase the data storage capacity to meet the growing need for high performance data storage and dependability, and expansion.
<u>Background/History:</u>	
<p>Data storage needs will exceed our current storage capacity and performance. In addition, current legacy storage equipment is scheduled for replacement due to end-of-support and end of contract.</p> <p>Critical data storage for SPD needs to be resolved. SPD has been saving data on mobile hard drives due to storage capacity challenges in our data center. The data need to be moved to the data center so it is secured and backed up.</p>	
<u>Executive Summary:</u>	
<p>Replacing end-of-life network storage equipment, expanding network storage capacity to meet the business data needs of the city's departments, and improving data management performance.</p> <ul style="list-style-type: none"> • New NetApp data storage equipment, software, and licenses. • 3 Year 24x7x4Hr Support Agreement • Installation and setup. • Requesting \$196,292.93 including tax for 3yr term • Term is May 18, 2020 to May 18,2023 	
<u>Budget Impact:</u>	
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.)	
<u>Operations Impact:</u>	
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:	



City of Spokane

CONTRACT

Title: **NETAPP HARDWARE AND LICENSES
AND THREE YEAR SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 12901 SE 97th Avenue, Suite 400, Clackamas, Oregon 97102, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from Washington State Contract No. GS-35-0349S.

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with **NetApp Hardware, Licenses and Support and Three Years Supportededge Premium with Structured Professional Services** in accordance with Structured Communication Systems, Inc.'s, Quote dated April 13, 2020, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin May 18, 2020, and run through May 18, 2023, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED NINETY SIX THOUSAND TWO HUNDRED NINETY TWO AND 93/100 DOLLARS (\$196,292.93)**, including tax and shipping 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. 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 sixty (60) 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 sixty (60) day cancellation clause, and the deduction or retention level. 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.

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.

STRUCTURED COMMUNICATION SYSTEMS, 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 Regarding Debarment

Exhibit B – Structured Communication Systems, Inc.'s Quote dated April 13, 2020

**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

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: 4/28/2020

Type of expenditure: Goods Services

Department: Innovation Technology Services Department

Approving Supervisor: Michael A Sloon

Amount of Proposed Expenditure: \$196,292.93 (tax and install)

Funding Source: 5310 73100 18880 56409 Capital Replacement

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

Why is this expenditure necessary now?

Replacing end-of-life network storage equipment, expanding network storage capacity to meet the business data needs of the city's departments, and improving data management performance.

- 1) The current NAS storage is on Cohesity and the data transfer rates for several application (i.e., GIS) are too slow and are causing delays for the users accessing large files.
- 2) Data growth rates continue to increase at a rate that is very hard to estimate accurately. Therefore, we strive to maintain adequate capacity to meet any surge in storage needs so we don't impact business needs.
- 3) This increase in storage capacity is in our 6-year CIP
- 4) The funds are in Capital Replacement
- 5) Moving the NAS files from Cohesity to the NetApp solution extends our backup capacity on Cohesity.

What are the impacts if expenses are deferred?

Data storage needs will exceed our current storage capacity and performance. In addition, current legacy storage equipment is scheduled for replacement due to end-of-support and end of contract.

Critical data storage for SPD needs to be resolved. SPD has been saving data on mobile hard drives due to storage capacity challenges in our data center. The data need to be moved to the data center so it is secured and backed up.

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.

What alternatives were considered?

Several storage alternatives were reviewed, costs were evaluated, and vendor support services was evaluated. The NetApp storage solution was selected based on the factors listed. Note: This product is being purchased through a GSA contract.

Description of the goods or service and any additional information?

Network storage equipment, licensing, installation and 3-years of support and service.

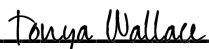
Annual growth rate estimate (conservative) - 10% (year 1- +6TB (66TB), Year 2- +6.6TB (72.6TB), Year 3- 7.26TB = new total 79.9TB TB

New NAS Platform

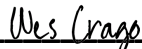
Police	32TB and growing at a very fast rate
File share from Cohesity	18-20TB Moving this data from Cohesity allows up to have more backup capacity on the Cohesity platform
Park Images and Park Board	5TB
GIS / Engineering	1TB
Courts recording/	.6TB
Parking tickets	
PRR- saved Video	3TB
Total	60 TB

Person Submitting Form/Contact: Michael A. Sloan

FINANCE SIGNATURE:

DocuSigned by:

 4/29/2020
 CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

 4/29/2020
 9C36E3376992442...

Company Name: City of Spokane
 Contact: *Emma Wright*
 Email: ewright@spokanecity.org
 Phone: (509) 625-6773



Account Executive: *Craig Schurter*
 23403 East Mission Ave, Suite 216 Liberty Lake, WA 99019
 Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<u>NetApp AFF-A220 w/3.8TB SSD's Option for City of Spokane</u>						
<u>GSA Contract # GS-35-0349S with Additional Discounting</u>						
1		<i>NetApp AFF-A220 - Dual Controller, 64GB of Memory, 24 x 3.8TB SSD's</i>		\$158,915.00		\$52,976.77
2		<i>NetApp AFF-A220 SW - Includes All Supported Data Protocol Licenses (FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB), NetApp FlexVol® software, Deduplication, Compression, Compaction, and Thin Provisioning, Multipath I/O, NetApp RAID-TEC™, RAID DP®, and Snapshot® Technology, Storage QoS, NetApp ONTAP FlexGroup, NetApp OnCommand® System Manager and OnCommand Unified Manager PLUS FlexClone®, SnapMirror®, SnapMirror® Synchronous, SnapVault®, SnapRestore®, SnapCenter® Foundation, SnapManager® Suite</i>		\$228,009.12		\$75,996.96
3		<i>SupportEdge Premium - 3Yrs, 24x7x4Hr Onsite w/o NetApp Install</i>		\$71,684.51		\$43,012.43
4		<i>Structured Professional Services</i>		\$9,000.00		\$9,000.00
		Estimated Sales Tax				\$15,306.77
		GRAND TOTAL:		<u>\$467,608.63</u>		<u>\$196,292.93</u>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
Solution Line Item Detail:						
<u>NetApp AFF-A220 - Dual Controller, 64GB of Memory, 24 x 3.8TB SSD's</u>						
5	AFF-A220-SYS-SC	AFF-A220-SYS-SC	1	\$0.00	\$0.00	\$0.00
6	X800E-R6	POWER CABLE,NORTH AMERICA,R6	2	\$0.00	\$0.00	\$0.00
7	AFF-A220A-EXP-111	AFF A220, HA, 24X3.8TB SSD, FLASH BUNDLE, NVE	1	\$151,910.00	\$50,641.72	\$50,641.72
8	X800-42U-R6	POWER CABLE, IN-CABINET,C13-C14	2	\$0.00	\$0.00	\$0.00
9	X-02659-00	RAIL KIT, 4-POST, RND/SQ-HOLE, ADJ, 24-32	1	\$205.00	\$68.33	\$68.33
10	DATA-AT-REST-ENCRYPTION	DATA AT REST ENCRYPTION CAPABLE OPERATING SYS	2	\$0.00	\$0.00	\$0.00
11	X6589-R6	SFP+OPTICAL 10GB SHORTWAVE	8	\$570.00	\$190.01	\$1,520.08
12	X66250-5	CABLE, LC-LC, OM4, 5M	8	\$280.00	\$93.33	\$746.64
13	AFF-A220A-002-SC	AFF A220A FLASH BUNDLE	2	\$0.00	\$0.00	\$0.00
SUBTOTAL						<u>\$52,976.77</u>
<u>NetApp AFF-A220 SW - Includes All Supported Data Protocol Licenses (FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB), NetApp FlexVol® software, Deduplication, Compression, Compaction, and Thin Provisioning, Multipath I/O, NetApp RAID-TEC™, RAID DP®, and Snapshot® Technology, Storage QoS, NetApp ONTAP FlexGroup, NetApp OnCommand® System Manager and OnCommand Unified Manager PLUS FlexClone®, SnapMirror®, SnapMirror® Synchronous, SnapVault®, SnapRestore®, SnapCenter® Foundation, SnapManager® Suite</u>						
14	SW-2-A220A-NVE-C	SW, DATA AT REST ENCRYPTION ENABLED, A220, -C	2	\$0.00	\$0.00	\$0.00
15	SW-2-CL-BASE	SW-2, BASE, CL, NODE	1	\$0.00	\$0.00	\$0.00
16	SW-2-A220A-TPM-C	SW, TRUSTED PLATFORM MODULE ENABLED, A220, -C	2	\$0.00	\$0.00	\$0.00
17	SW-FLASH-01-P	SW, PER-0.1TB, FLASH, 01, -P	912	\$250.01	\$83.33	\$75,996.96
SUBTOTAL						<u>\$75,996.96</u>
<u>SupportEdge Premium - 3Yrs, 24x7x4Hr Onsite w/o NetApp Install</u>						
18	CS-BASE-SUPPORT	BASE SOFTWARE SUPPORT	1	\$25,172.77	\$15,104.26	\$15,104.26
19	CS-O2-NOINSTALL-4HR	SUPPORTEDEDGE PREMIUM 4HR ONSITE, W/O INSTALL	1	\$37,511.74	\$22,507.95	\$22,507.95
20	CS-O2-4HR	SUPPORTEDEDGE PREMIUM 4HR ONSITE	1	\$9,000.00	\$5,400.22	\$5,400.22
SUBTOTAL						<u>\$43,012.43</u>
<u>Structured Professional Services</u>						
21	PROF-SERVICES.SS	Storage and Systems Professional Services - Signed SOW Required	40	\$225.00	\$225.00	\$9,000.00
SUBTOTAL						<u>\$9,000.00</u>
Prepared by: <u>Michael D. Lopez (LQ)</u>						
Please contact the person listed above at Structured for any questions regarding this quotation.						

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
-----------	-------------	-------------	------	-----------------	-----------------	-----------------

Notes:

1. Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <http://www.structured.com/terms/>, apply to this and all quotations.

Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.

2. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations.

Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.

3. Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.

4. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that effect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.

5. Remit To Address: 12901 SE 97th Ave Suite 400, Clackamas OR, 97015

This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: _____ Date: _____

Shipping Address:

Billing Address:

Street:

City, ST Zip:

Contact:

Phone:

Email:

Preferred Shipping Method: *Ground* _____ *2nd Day* _____ *Overnight* _____

Date Needed:

Customer Reference / Purchase Order Number: _____

Bridging People, Business & Technology

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Washington State Department of Revenue

[Services](#) [Business Lookup](#) [STRUCTURED COMMUNICATION SYSTEMS INC](#)

License Information:

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

Entity name: STRUCTURED COMMUNICATION SYSTEMS, INC.

Business name: STRUCTURED COMMUNICATION SYSTEMS INC

Entity type: [Profit Corporation](#)

UBI #: 601-478-854

Business ID: 001

Location ID: 0003

Location: Active

Location address: 12901 SE 97TH AVE STE 400
CLACKAMAS OR 97015-7907

Mailing address: 12901 SE 97TH AVE STE 400
CLACKAMAS OR 97015-7907

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
Castle Rock General Business - Non-Resident	888.0			Active	Dec-31-2020	May-08-2019
Spokane General Business - Non-Resident	T12088451BUS			Active	Dec-31-2020	Oct-15-2012

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

Governing people	Title
FOWLER, RONALD	

Registered Trade Names

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/22/2020 9:47:05 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2020

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).

PRODUCER (OR) Heffernan Insurance Brokers 5100 SW Macadam Ave., Suite 440 Portland OR 97239 License#: 0564249 STRUCOM-01	CONTACT NAME: PHONE (A/C, No, Ext): 503-226-1320 FAX (A/C, No): 503-226-1478 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</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: Travelers Property Casualty Company of America	25674	INSURER B: The Travelers Indemnity Company	25658	INSURER C: The Charter Oak Fire Insurance Company	25615	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Structured Communication Systems, Inc. 12901 SE 97th Ave., Suite 400 Clackamas OR 97015														

COVERAGES

CERTIFICATE NUMBER: 1772585987

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 <input checked="" type="checkbox"/> WA Stop Gap \$1MM/\$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZLP61M47955	1/1/2020	1/1/2021	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 \$
B	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		Y	BA1L840114	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3L139942	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Prod/Compl Ops Agg \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB0N730416	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A D	Equipment Professional Liability Crime			ZLP61M47955 ZPL41M47831 425497177	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	Limit \$1,000,000 Limit \$10,000,000 Limit \$1,000,000


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

RE: As per contract or agreement on file with insured.

The City of Spokane, its agents, officers and employees are included as an additional insured, primary and non-contributory on the General Liability policy per the attached endorsement, if required.

Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201-3316	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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b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**OTHER INSURANCE - ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a.,
**Primary Insurance, of SECTION IV -
COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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 Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/7/2020
Clerk's File #	OPR 2020-0468
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR21674

Submitting Dept	INNOVATION & TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 SHI MICROSOFT SELECT +

Agenda Wording

This contract is for 3yrs of Microsoft Select Agreement utilizing NASPO Software VAR, Contract# ADSPO16-130651. Contract term June 1,2020-May 31,2023. Est. 2020 annual cost of \$95,315.28 inc. tax. This software & support is an annually budgeted item.

Summary (Background)

2020 is the 1st year of the 3 year contract w/ est. annual cost of \$95,315.68 inc. tax. The Microsoft Select Plus Agreement is for State & Local Governments to use for Right to Use Licensing & Software Assurance costs for software (i.e., MS Project, MSDN, etc.) & Desktop systems (i.e., MS SQL, Exchange CAL's,) & Servers (i.e., Windows Operating Systems).

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

Expense	\$ 95,315.28	# 5300-73450-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>	Public Safety and
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>	
<u>Finance</u>	WALLACE, TONYA	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		cassie_skelton@shi.com	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Microsoft Select Plus agreement with SHI International, Corp.
Date:	May 04, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Microsoft Select Plus Agreement through SHI International for one year of a three year agreement. This software and support is an annually budgeted item.
Strategic Initiative:	Finance, Administration, and Sustainable Resources
Deadline:	May 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Continued Right to Use Licensing and Software Assurance costs for Microsoft software and applications.
<p><u>Background/History:</u> <i>Contract is for one year of a three-year Microsoft Select Plus Agreement utilizing the NASPO Software VAR, contract # ADSPO16-130651. The Microsoft Select Plus Agreement is for State and Local Governments to use for Right to Use Licensing and Software Assurance costs for software (i.e., MS Project, MSDN, etc.) and Desktop systems (i.e., MS SQL, Exchange CAL's,) and Servers (i.e., Windows Operating Systems). It is imperative to the City that the usage of the Microsoft products is continued and support is maintained to ensure continued operations and productivity for City staff and ITSD resources.</i></p>	
<p><u>Executive Summary:</u></p> <p><u>Annual renewal for Microsoft Select Plus Agreement that allows continued use and support for software and applications.</u></p> <ul style="list-style-type: none"> • Requesting \$95,315.28 including tax for 2020 • Utilizing budget accounts: 5300-73450-18850-54820 \$95,315.28 • 2019 contract amount was \$133,929.11 including tax • Contract Expiration date is May 31, 2021 	
<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

Title: **RIGHT TO USE LICENSING
AND SOFTWARE ASSURANCE**

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 **Right To Use Licensing And Software Assurance**, in accordance with NASPO ValuePoint - Software VAR, Contract #: ADSP016-130651, Subcontract #: 06016; and the Company's Pricing Proposal which is attached as Exhibit B.
2. **CONTRACT TERM**. The Contract shall begin June 1, 2020 and run through May 31, 2023, unless terminated sooner.
3. **COMPENSATION**. The City shall pay the Company an estimated annual amount of **NINETY FIVE THOUSAND THREE HUNDRED FIFTEEN AND 23/100 DOLLARS (\$95,315.28)**, 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. 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 Pricing Proposal dated April 20, 2020

**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 style="border: none; border-top: 1px solid black;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black;"/> Signature
<hr style="border: none; border-top: 1px solid black;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black;"/> Date (Type or Print)

EXHIBIT B

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: 5/6/2020

Type of expenditure: Goods Services

Department: ITSD

Approving Supervisor: Michael A Sloon

Amount of Proposed Expenditure: \$95,315.98

Funding Source: 5300-73450-18850-54820

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

Why is this expenditure necessary now?

Renewal of a 3 year Select Plus agreement for Microsoft products - anniversary date of May 31.

What are the impacts if expenses are deferred?

We will no longer be allowed to use the software that is used through out the enterprise.

What alternative resources have been considered?

None. The Microsoft products have become our standard solution, and alternative solutions are inadequate for our business needs.

Description of the goods or service and any additional information?

Microsoft Continued Right to Use Licensing and Software Assurance costs for Microsoft software and applications that include Exchange, SQL, Project, Visio, Network CALs, and System Center.

Person Submitting Form/Contact: Michael A Sloon

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:



Pricing Proposal
 Quotation #: 18776872
 Created On: 4/20/2020
 Valid Until: 4/30/2020

CITY OF SPOKANE

Inside Account Manager

Michael Sloon

808 W. SPOKANE FALLS BLVD
 ATTN: AP
 SPOKANE, WA 99201
 United States
 Phone: (509) 850-1122
 Fax:
 Email: msloon@spokanecity.org

Bethany Trilone

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-6427
 Fax:
 Email: Bethany_Trilone@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Visio Standard - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D86-01252 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	11	\$52.40	\$576.40
2 Microsoft Excel - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 065-03516 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	1	\$30.41	\$30.41
3 Microsoft SQL Server Enterprise Core Edition - Software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7JQ-00355 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	8	\$2,259.79	\$18,078.32
4 Microsoft Exchange Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: 394-00559 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	215	\$15.88	\$3,414.20
5 Microsoft Visual Studio Professional with MSDN - Software assurance - 1 user - Select - Win - All Languages	10	\$308.64	\$3,086.40

Microsoft - Part#: 77D-00111
Contract Name: NASPO Software VAR
Contract #: ADSPO16-130651
Subcontract #: 06016
Coverage Term: 6/1/2020 – 5/31/2021
Note: Select Plus # B622BB8C - Year 1 of 3

6	Microsoft Project Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: H30-00256 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	10	\$197.13	\$1,971.30
7	Microsoft Visio Standard - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D86-01252 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	1	\$52.40	\$52.40
8	Microsoft System Center Standard Edition - Software assurance - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 9EN-00191 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	440	\$18.08	\$7,955.20
9	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EM-00263 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	896	\$20.27	\$18,161.92
10	Microsoft Windows Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: R18-00086 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	166	\$6.84	\$1,135.44
11	Microsoft System Center Datacenter Edition - Software assurance - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 9EP-00198 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	40	\$49.34	\$1,973.60
12	Microsoft Visual Studio Enterprise with MSDN - Software assurance - 1 user - Enterprise - Win - All Languages	16	\$1,077.74	\$17,243.84

Microsoft - Part#: MX3-00117
 Contract Name: NASPO Software VAR
 Contract #: ADSPO16-130651
 Subcontract #: 06016
 Coverage Term: 6/1/2020 – 5/31/2021
Note: Select Plus # B622BB8C - Year 1 of 3

13	Microsoft Visio Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D87-01158 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	41	\$100.64	\$4,126.24
14	Microsoft SQL Server Standard Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 228-04529 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	1	\$147.54	\$147.54
15	Microsoft Office Professional Plus - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 269-05708 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	2	\$106.63	\$213.26
16	Microsoft Project - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 076-01920 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	47	\$117.50	\$5,522.50
17	Microsoft SQL Server Enterprise Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 810-04862 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	2	\$1,412.15	\$2,824.30
18	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EA-00268 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2020 – 5/31/2021 Note: Select Plus # B622BB8C - Year 1 of 3	8	\$126.53	\$1,012.24

Subtotal	\$87,525.51
*Tax	\$7,789.77

Additional Comments

Quotes 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

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

[Services](#)
 [Business Lookup](#)
 SOFTWARE HOUSE INTERNATIONAL, INC.

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
Spokane General Business - Non-Resident	T12070226BUS			Active	Nov-30-2020	Oct-15-2012

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

Governing people	Title
THAI, LEE	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/30/2019 8:52:31 AM

Working together to fund Washington's future

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).


PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: somersetclsupport@mma-ne.com														
INSURED SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	<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 : National Fire Insurance Co of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: center;">20443</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 : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			6050250197	09/30/2019	09/30/2020	EACH OCCURRENCE	\$1,000,000	
								CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
									MED EXP (Any one person)	\$10,000
									PERSONAL & ADV INJURY	\$1,000,000
								GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	GENERAL AGGREGATE	\$2,000,000
		PRODUCTS - COMP/OP AGG	\$2,000,000							
			\$							
C	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			6050291509	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
								ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>	BODILY INJURY (Per person)	\$
								<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	BODILY INJURY (Per accident)	\$
									PROPERTY DAMAGE (Per accident)	\$
										\$
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB			6050574315	09/30/2019	09/30/2020	EACH OCCURRENCE	\$15,000,000	
								EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>	AGGREGATE	\$15,000,000
								DED <input checked="" type="checkbox"/> RETENTION \$10000		\$
C	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			650251110	09/30/2019	09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
								ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT	\$1,000,000
								(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)
Evidence of Insurance

CERTIFICATE HOLDER City of Spokane 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 
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Agenda Sheet for City Council Meeting of:

04/27/2020

<u>Date Rec'd</u>	4/14/2020
<u>Clerk's File #</u>	OPR 2020-0419
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2015055
<u>Bid #</u>	
<u>Requisition #</u>	CR 21635

<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 – LOW BID AWARD – LARIVIERE INC.

Agenda Wording
 Low Bid of LaRiviere, Inc., (Rathdrum, ID) for Kempe to Woodridge Transmission Main - \$237,327.95 plus tax. An administrative reserve of \$23,732.80 plus tax, which is 10% of the contract, will be set aside. (Five Mile Prairie Neighborhood Council)

Summary (Background)
 On April 13, 2020 bids were opened for the above project. The low bid was from LaRiviere in the amount of \$237,327.95, which is \$31,815.05 or 11.82% under the Engineer's Estimate; five other bids were received as follows: Red Diamond Construction - \$237,886.20, MDM Construction - \$244,847.25, DW Excavating, Inc., - \$277,000.00, Big Sky Development Inc., - \$278,056.00 and National Native American Construction, Inc., - \$289,795.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 260,060.74	# 4250-42300-94340-56501-15767
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u>	PIE 3/23/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	HUGHES, MICHELLE	<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>	PRINCE, THEA	htrautman@spokanecity.org	
		aduffey@spokanecity.org	

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Kempe to Woodridge Transmission Main
Date:	3-23-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is associated with projects in the 6 year water plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History:	
<ul style="list-style-type: none"> • Approximately 10 years ago the city constructed the 1.1M gallon Kempe Reservoir on the northwest edge of Five Mile Prairie to serve the north half of the prairie since the Strong Road Reservoir was not high enough for this purpose. • Because this reservoir was sized to adequately serve existing as well as future development, it is larger than needed for the near term. As a result, water does not cycle through this reservoir as often as is ideal resulting in stagnant water. • This problem will resolve itself as Five Mile Prairie develops. In the meantime, a water main connecting the Kempe Reservoir to the next reservoir down the hill, Woodridge, will be installed. • As the area served by Woodridge Reservoir draws water from the Kempe Reservoir, that reservoir (Woodridge) will be refilled by water from the Kempe reservoir (rather than by the Woodridge booster station) thereby resulting in more cycling of water through the Kempe Reservoir. • Construction is planned for this spring and is entirely outside the limits of existing roadways. • This project is paid with local funds. 	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2015055

Project Description: Kempe to Woodridge Transmission Main

Funding Source: Local

Preparer: Jonathan Adams

Original Date: 3/12/2020 11:36:20 AM

Update Date: 4/13/2020 3:15:28 PM

Addendum:

Project Number: 2015055		Engineer's Estimate			LaRiviere Inc		Red Diamond Construction Inc		MDM Construction	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 Water

Sales tax shall NOT be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	1,500.00	*****	600.00	*****	909.00
103	POTHOLING	4 EA	400.00	1,600.00	450.00	1,800.00	250.00	1,000.00	303.00	1,212.00
104	MOBILIZATION	1 LS	*****	20,000.00	*****	23,000.00	*****	28,400.00	*****	17,500.00
105	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	17,000.00	*****	16,000.00	*****	1,565.00
106	MANHOLE 60 IN.	2 EA	6,500.00	13,000.00	2,699.00	5,398.00	2,200.00	4,400.00	2,570.00	5,140.00
107	UTILITY VAULT 8X12	1 EA	10,000.00	10,000.00	7,000.00	7,000.00	8,400.00	8,400.00	11,600.00	11,600.00
108	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	1.00	20.00	0.01	0.20	7.00	140.00
109	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	330.00	6,600.00	1.00	20.00	0.01	0.20	25.00	500.00
110	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	2,369.00	*****	689.00	*****	129.00
111	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	700.00	*****	400.00	*****	871.00
112	DI PIPE FOR WATER MAIN 12 IN. DIA.	1290 LF	95.00	122,550.00	62.00	79,980.00	74.72	96,388.80	95.00	122,550.00
113	GATE VALVE 12 IN.	5 EA	3,000.00	15,000.00	2,756.00	13,780.00	2,525.00	12,625.00	2,570.00	12,850.00
114	BUTTERFLY VALVE 12 IN.	1 EA	2,500.00	2,500.00	2,863.00	2,863.00	2,413.00	2,413.00	2,950.00	2,950.00

Project Number: 2015055		Engineer's Estimate		LaRiviere Inc		Red Diamond Construction Inc		MDM Construction		
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01		Water								
		Sales tax shall NOT be included in unit prices								
115	ALTITUDE VALVE	1 EA	14,000.00	14,000.00	38,526.00	38,526.00	26,800.00	26,800.00	32,360.00	32,360.00
116	FLOW METER	2 EA	3,600.00	7,200.00	8,078.00	16,156.00	12,873.00	25,746.00	6,495.00	12,990.00
117	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,279.00	6,279.00	4,896.00	4,896.00	6,565.00	6,565.00
118	ESC LEAD	1 LS	*****	1,000.00	*****	1,300.00	*****	90.00	*****	909.00
119	WEED SPRAYING AND CONTROL	2 EA	1,000.00	2,000.00	530.00	1,060.00	100.00	200.00	2,265.00	4,530.00
120	HYDROSEEDING	4300 SY	5.00	21,500.00	1.05	4,515.00	0.51	2,193.00	0.65	2,795.00
121	MODIFY FENCING, Kempe	1 LS	*****	1,000.00	*****	4,300.00	*****	590.00	*****	1,245.00
122	FENCING, WOODRIDGE	75 LF	70.00	5,250.00	72.00	5,400.00	71.00	5,325.00	53.50	4,012.50
123	TEMPORARY CONSTRUCTION FENCING	60 LF	6.00	360.00	3.00	180.00	4.00	240.00	5.70	342.00
124	CONDUIT PIPE 1 IN. DIA. - SCH 40	163 LF	14.00	2,282.00	25.65	4,180.95	3.00	489.00	7.25	1,181.75
Schedule Totals				269,143.00		237,327.95		237,886.20		244,847.25

Project Number: 2015055		Engineer's Estimate			DW Excavating, Inc_		Big Sky Development Inc		National Native American Construction, Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01		Water								
Sales tax shall NOT be included in unit prices										
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	50.00	*****	2,706.00	*****	769.00
103	POTHOLING	4 EA	400.00	1,600.00	383.00	1,532.00	300.00	1,200.00	895.00	3,580.00
104	MOBILIZATION	1 LS	*****	20,000.00	*****	17,777.00	*****	15,000.00	*****	22,316.00
105	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	16,197.00	*****	17,880.00	*****	9,980.00
106	MANHOLE 60 IN.	2 EA	6,500.00	13,000.00	3,500.00	7,000.00	4,080.00	8,160.00	5,675.00	11,350.00
107	UTILITY VAULT 8X12	1 EA	10,000.00	10,000.00	11,400.00	11,400.00	19,511.00	19,511.00	17,500.00	17,500.00
108	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	40.00	800.00	26.00	520.00	30.00	600.00	40.00	800.00
109	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	330.00	6,600.00	48.00	960.00	40.00	800.00	50.00	1,000.00
110	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	1,500.00	*****	1,500.00	*****	2,750.00
111	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	650.00	*****	1,790.00	*****	5,465.00
112	DI PIPE FOR WATER MAIN 12 IN. DIA.	1290 LF	95.00	122,550.00	89.00	114,810.00	75.00	96,750.00	90.00	116,100.00
113	GATE VALVE 12 IN.	5 EA	3,000.00	15,000.00	2,640.00	13,200.00	3,076.00	15,380.00	3,312.00	16,560.00
114	BUTTERFLY VALVE 12 IN.	1 EA	2,500.00	2,500.00	2,350.00	2,350.00	2,974.00	2,974.00	4,040.00	4,040.00
115	ALTITUDE VALVE	1 EA	14,000.00	14,000.00	33,777.00	33,777.00	40,348.00	40,348.00	43,500.00	43,500.00
116	FLOW METER	2 EA	3,600.00	7,200.00	15,400.00	30,800.00	16,504.00	33,008.00	5,000.00	10,000.00
117	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,650.00	6,650.00	6,278.00	6,278.00	6,400.00	6,400.00
118	ESC LEAD	1 LS	*****	1,000.00	*****	300.00	*****	1,347.00	*****	1,900.00
119	WEED SPRAYING AND CONTROL	2 EA	1,000.00	2,000.00	450.00	900.00	500.00	1,000.00	1,450.00	2,900.00

Project Number: 2015055		Engineer's Estimate		DW Excavating, Inc_	Big Sky Development Inc	National Native American Construction, Inc				
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01				Water						
				Sales tax shall NOT be included in unit prices						
120	HYDROSEEDING	4300 SY	5.00	21,500.00	0.71	3,053.00	1.00	4,300.00	0.80	3,440.00
121	MODIFY FENCING, Kempe	1 LS	*****	1,000.00	*****	5,000.00	*****	1,488.00	*****	1,335.00
122	FENCING, WOODRIDGE	75 LF	70.00	5,250.00	80.00	6,000.00	64.00	4,800.00	57.00	4,275.00
123	TEMPORARY CONSTRUCTION FENCING	60 LF	6.00	360.00	13.00	780.00	7.00	420.00	15.00	900.00
124	CONDUIT PIPE 1 IN. DIA. - SCH 40	163 LF	14.00	2,282.00	11.00	1,793.00	5.00	815.00	18.00	2,934.00
Schedule Totals				269,143.00		277,000.00		278,056.00		289,795.00

Project Number

2015055

Kempe to Woodridge Transmission Main

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	269,143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269,143.00
LaRiviere Inc	237,327.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,327.95
Red Diamond Construc	237,886.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237,886.20
MDM Construction	244,847.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244,847.25
DW Excavating, Inc.	277,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277,000.00
Big Sky Development I	278,056.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278,056.00
National Native Americ	289,795.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289,795.00

Low Bid Contractor: LaRiviere Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$258,450.14	\$293,096.73	11.82	% Under Estimate
Bid Totals	\$258,450.14	\$293,096.73	11.82	% Under Estimate

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: 4/8/20

Type of expenditure: Goods Services

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$300,000

Funding Source: Water dept. funds

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

Why is this expenditure necessary now?

This project is necessary to solve operational issues associated with the Kempe and Woodridge reservoirs & booster stations. It is also necessary because the city committed to provide water to a residential development which it cannot do without this project.

What are the impacts if expenses are deferred?

Operational issues at the Kempe & Woodridge reservoirs and booster stations will continue. And the residential development will come to a halt without this water main.

What alternative resources have been considered?

None available.

Description of the goods or service and any additional information?

Install a 2200' main on the north side of Five Mile prairie.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Wes Crago

9C36E3376992442...

Certificate Of Completion

Envelope Id: 3ABD9CD811BE4EB1ACBBFAE255183179	Status: Completed
Subject: 2015055 Kempe to Woodridge Expenditure Control Form	
Source Envelope:	
Document Pages: 1	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Oanh Delgado
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	odelgado@spokanecity.org
	IP Address: 73.157.72.176


Record Tracking

Status: Original	Holder: Oanh Delgado	Location: DocuSign
4/14/2020 1:34:03 PM	odelgado@spokanecity.org	

Signer Events

Tonya Wallace
twallace@spokanecity.org
Chief Financial Officer
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

CBC812B631244E9...
Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Timestamp

Sent: 4/14/2020 1:37:58 PM
Viewed: 4/14/2020 4:20:11 PM
Signed: 4/14/2020 4:20:22 PM

Electronic Record and Signature Disclosure:
Accepted: 3/11/2020 2:33:35 PM
ID: 876f6b4e-9d29-48e4-af73-8cc67d87dfa1

Wes Crago
wcrago@spokanecity.org
City Administrator
Security Level: Email, Account Authentication (None)

DocuSigned by:

9C38E3376992442...
Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Sent: 4/14/2020 4:20:23 PM
Viewed: 4/14/2020 5:20:27 PM
Signed: 4/14/2020 5:21:27 PM

Electronic Record and Signature Disclosure:
Accepted: 4/14/2020 5:20:27 PM
ID: d6ed689a-109e-444f-910f-2ed283bdabd5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2020 4:20:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/14/2020 5:20:27 PM
Signing Complete	Security Checked	4/14/2020 5:21:27 PM
Completed	Security Checked	4/14/2020 5:21:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	OPR 2015-0314
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	MIKE LOPEZ X7092	Project #	
Contact E-Mail	MLOPEZ@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	FIRE - AMBULANCE SERVICES CONTRACT AMENDMENT		

Agenda Wording

Contract amendment/extension with American Medical Response Ambulance Service, Inc.. Contract extension will be June 01, 2020 through May 31, 2025.

Summary (Background)

AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered.

Fiscal Impact	Grant related? NO	Budget Account	
	Public Works? NO		
Revenue	\$ \$329,112 (2020)	#	1970-35121-99999-34221-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	PSCHC 05/04/2020
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mlopez@spokanecity.org	
<u>For the Mayor</u>	CRAGO, WES	fireaccounting@spokanecity.org	
<u>Additional Approvals</u>		bschaeffer@spokanecity.org	
<u>Purchasing</u>			



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: AMBULANCE SERVICES

This Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, a Delaware corporation, whose address is 915 West Sharp Avenue, Spokane, Washington 99201 ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times; and

WHEREAS, a change or revision of the contract terms has been requested, and the Contract time for performance shall be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 1, 2015 and May 18, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment/Extension shall begin on June 1, 2020 and end on May 31, 2025. This contract term may be renegotiated prior to end date if mutually agreed upon by all parties.

3. AMENDMENT/ADDITIONAL WORK.

The original contract is hereby amended to include the following:

- *Article 1, Section 1- Modify "AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times" to "AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances and Basic Life Support (BLS- emergency medical technician) staffed ambulances at all times"*

- Article 2, Section 1. Modify “Prior to the Agreement commencement, AMR shall present to the City’s Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City’s Fire Chief for the term of the Agreement” to “*Prior to addition of BLS resources, AMR shall present to the City’s Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City’s Fire Chief for the term of the Agreement or Public Health Crisis*”
- Article 2, Section 5. “...AMR shall not accept any request for ambulance service unless it is able to respond immediately with a paramedic-staffed vehicle...” to “...*AMR shall not accept any request for ambulance service unless it is able to respond immediately with a transport capable vehicle (ALS or BLS).*”
- Article 2 Section 11. Response Time Requirements and Liquidated Damages. Response time requirements and liquidated damages may be deferred, at the discretion of the City’s Fire Chief, should the public health crisis result in a surge of EMS patients that inhibits the ability to safely meet response time criteria due to prolonged decontamination procedures, loss of personnel to staff ambulances due to exposure, or excess demand on ambulance resources.
- -AMR shall partner in the responsibility for certain 31A and 31B call types as the sole responding agency.
- Exhibit C to the original Agreement is amended and attached hereto.

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

**AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, 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

AMENDED APPENDIX C
INITIAL RATE SCHEDULE

Item	Amount charged (2020-2021 Agreement year)
BLS Emergency Rate	\$975
ALS – 1 Emergency Rate	\$975
ALS – 2 Rate	\$975
Mileage Rate (per mile)	20.99
Oxygen Rate	52.49



Spokane Fire Department Ambulance Contract

June 2020 Contract Renewal

Introduction

The City of Spokane has a sole provider contract for the provision of emergency medical transportation with American Medical Response (AMR). The current contract is a five-year contract with an automatic renewal for five years at the discretion of the City and based upon the contractor's clinical, customer service and operational performance. The initial five-year period concludes in June and the five-year renewal period is currently being discussed. The Fire Department is presenting, at this time, a one-year contract extension to address the impacts of the COVID-19 Pandemic Public Health Crisis.

The current Pandemic health care crisis requires the City to consider interim modifications to the contract in order to mitigate impacts of the COVID-19 outbreak on normal operations. These impacts include:

1. Significant increase in the number of, and time spent performing crew, equipment and vehicle decontamination;
2. Increased surge of patients. The outbreak quickly overwhelmed EMS and hospital emergency departments in the Puget Sound area; and
3. Increased absenteeism of the AMR workforce as a result of exposure and required isolation.

Recommended modifications to the proposed contract extension include:

1. During the course of the COVID-19 outbreak, the City waives liquidated damages and response time penalties due to extended out-of-service times for decontamination procedures;
2. Permits AMR to use EMT-staffed ambulance to compensate for reduced numbers of Paramedics due to exposure and predicted surge in number of COVID-19 related EMS incidents;
3. To conserve essential Fire Department resources, AMR will respond without Fire Department resources to all Alpha and Bravo (low acuity) EMS incidents; and
4. Authorizes an increase in the ambulance service rates outside of the contractually allowed inflationary adjustments based on the All Urban Consumer Price Index.

Pricing

Spokane's ambulance rates are among the lowest in comparison to a number of communities in the Pacific Northwest. The Fire Department recently conducted a rate survey of thirteen different communities in Washington, Oregon and Idaho. Rates in these communities increased at a much higher percentage than Spokane's. The changes are in response to increased costs associated with providing ambulance service and the closely regulated reimbursement policies of both Federal and State government insurers. The following chart provides a summary of the findings of this survey that was done in April of 2020.

	ALS I Base	ALS II Base	BLS Base	Per Mile	O2 Fee	Treat/No Transp.- BLS	Treat/No Transport -ALS
Cowlitz Co.	\$2,007.21	N/A	\$2,007.21	\$31.14	N/A	N/A	N/A
Clark Co.	\$1,234.21	N/A	\$1,234.21	\$16.22	N/A	N/A	N/A
Grant Co.	\$1,691.20	N/A	\$1,691.20	\$24.94	N/A	N/A	N/A
Lewis Co.	\$1,629.45	N/A	\$1,629.45	\$24.94	N/A	N/A	N/A
Tacoma	\$2,827.44	N/A	\$2,827.44	\$23.38	N/A	N/A	N/A
East Pierce Fire	\$1,050.00	\$1,150.00	\$850.00	\$22.00	N/A	N/A	N/A
Seattle	N/A	N/A	\$2,860.00	N/A	N/A	N/A	N/A
Spokane-Current	\$757.39	N/A	\$757.39	\$22.88	\$57.21	N/A	N/A
Spokane Co.-Current	\$857.39	N/A	\$857.39	\$20.99	\$57.21	N/A	N/A
So. Snohomish Fire & Rescue	\$975.00	\$1,075.00	\$650.00	\$18.00	N/A	N/A	N/A
Clackamas Co., OR	\$1,257.05	N/A	\$1,257.05	\$26.33	N/A	N/A	N/A
Kootenai Co. ID	\$903.00	\$1,009.00	\$717.00	\$16.50	N/A	\$319.00	N/A
Ada Co., ID	\$978.15	\$1,087.42	\$660.94	\$14.32	\$64.71	\$136.86	\$317.21
Kittitas Valley Fire	\$875.00	\$960.00	\$675.00	\$19.00	N/A	N/A	N/A



Impact of a Rate Increase

Spokane is unique in that a major percentage (76%) of people transported in the community are enrollees of Medicare, Medicaid, Government-managed health insurance (e.g., VA) or Medicare Managed Programs. These insurers all have “fixed” rates of reimbursement that do not change in the face of a rate increase. Rates charged by ambulance services are regulated by these insurers and ambulance providers are prohibited from collecting the difference between the charges “allowed” by these insurers and the actual charge. In essence, there is no additional out-of-pocket expense incurred by the patient due to the rate increase for this portion of the patient population. The table below provides a comparison between the current AMR rate and the amount allowed by both Medicaid and Medicare.

Charge Category	Current AMR Rate	Medicaid Reimbursement	Medicare Reimbursement
ALS Base Rate	\$757.39	\$168.43	\$381.77
BLS Base Rate	\$757.39	\$115.34	\$381.77
Mileage Rate	\$22.88	\$7.62	\$5.08
Oxygen	\$57.21	Not Allowed	Not Allowed

The remaining 24% of patients are covered by third-party commercial insurers with whom AMR has pre-set contractual prices (typically 80% of the recognized patient charges) or individuals who are not insured and not employed whose charges will, in most cases, be written off to uncompensated care. The actual impact to the consumer is minimal and the ambulance company projects that their organization will actually receive about 6% of the increase that the City grants due to the nuances of ambulance service reimbursement.

Conclusion

The recommended modifications to the current contract will allow the EMS System to continue responding in an efficient manner during the current public health crisis. Proposed operational modifications will:

- Permit safe and methodical decontamination of personnel and equipment without the increased pressure of quick turn-around times;
- Permits the ambulance company to adequately respond in the face of work force isolation due to exposure; and
- Conserves Fire Department resources by assigning AMR to respond to low acuity (Alpha and Bravo) calls and avoid sending Fire Department resources that may be stressed by a surge in EMS incidents due to the outbreak.

Spokane enjoys one of the lowest ambulance rate amounts among a number of communities in Washington, Oregon and Idaho. An increase in the contractual rates addresses the changes in labor agreements as well as the increased cost of providing service. The amount of out-of-pocket expense faced by the patient is minimal among the more vulnerable people living in Spokane (older adults, low income, and chronically ill individuals) because Medicare and Medicaid have fixed reimbursement amounts that do not change in the face of a rate increase. AMR consistently provides quality service and when issues arise, they are quick to work with the Fire Department to resolve concerns.



CITY OF SPOKANE FIRE DEPARTMENT AMBULANCE RATE BRIEFING

Introduction

The City of Spokane has a current sole provider contract for the provision of emergency medical transportation with American Medical Response (AMR). The current contract is a five-year contract with an automatic renewal for five years at the discretion of the City and based upon the contractor's clinical, customer service and operational performance. The initial five-year period concludes in June and the five-year renewal period is currently being discussed.

The current COVID-19 outbreak is significantly influencing this process and an interim contract extension period of one (1) year is proposed. The interim period considers the impact of the COVID-19 outbreak on the provision of EMS services as a whole, inclusive of AMR's operations. This includes

1. Significant increase in the number of, and time spent performing crew, equipment and vehicle decontamination;
2. Increased surge of patients. The outbreak quickly overwhelmed EMS and hospital emergency departments in the Puget Sound area; and
3. Increased absenteeism of the AMR workforce as a result of exposure and required isolation.

Discussion and Recommendations

The interim period considers the impact of the COVID-19 outbreak on the provision of EMS services. Interim language addresses the known impacts of the outbreak including:

- **Impact on Response Times.** The nature of the pandemic outbreak requires extended ambulance and equipment decontamination procedures. This includes making sure AMR personnel are adequately decontaminated as well as ambulance equipment (stretcher, medical equipment, etc.) and the ambulance itself. Extended ambulance decontamination provides protection for subsequent patients as well as EMS response personnel to minimize exposure to the disease. Extended decontamination procedures result in delays. **Recommendation:** During the course of the COVID-19 outbreak, the City waives the liquidated damages and response time penalties due to extended out of service times for decontamination procedures.
- **Workforce Impacts.** While every precaution is taken to assure the safety of EMS responders, inadvertent exposure to the disease requires isolation from work. Recently, as many as twelve AMR employees were under self-isolation. This can have a profound impact on Paramedic staffing to the point where it may not be possible to staff all AMR units with a Paramedic. In the event of such a situation, staffing with EMT's is a viable solution. **Recommendation:** The interim renewal language allows use of EMT staffed ambulances to compensate for reduced numbers of Paramedics as the pandemic continues.
- **Potential Volume Surge.** Currently, the prevalence of the disease in the Spokane community is manageable. A sudden change in that status resulting in a significant increase in transport requests will result in the need to utilize ambulances staffed with EMT's to provide transport for people with moderate symptoms. Permitting use of EMT-staffed ambulances allows the system to maintain adequate transport service. **Recommendation:** The interim renewal language allows use of EMT staffed ambulances to augment existing resources to adequately address surge that occurs.

- **Conservation of SFD Resources.** In the presence of the pandemic outbreak, assigning Fire Department resources to an increased number of low-acuity incidents reduces the Fire Department's readiness for high acuity EMS patients, fire suppression and other fire-related calls. Assigning only AMR units to low acuity (Alpha and Bravo) calls preserves the Fire Department's resources while still maintaining appropriate service to the citizens.
Recommendation: The interim contract language assigns AMR only to respond to low acuity (Alpha and Bravo) calls without Spokane Fire Department resources responding concurrently.
- **Pricing.** The increased cost of PPE, decontamination equipment and additional ambulances that respond to Alpha and Bravo level calls increases the cost of providing service. The interim contract language permits an increase in current pricing structure to offset these costs. Pricing will be discussed further in the following information.

Pricing

In addition to the operational modifications to the existing contract, AMR requests the City's consideration for an increase in the contractually agreed upon pricing structure. Since the inception of the sole provider ambulance service contract, ambulance prices in Spokane continue to be among the lowest in the Region as well as some other areas in the U.S. The cost of providing the service exceeds the revenue generated by transports. This is due, in part, to several factors including:

- Increased labor costs;
- Increased benefits including the mandatory sick leave that WA State law requires;
- Increased costs associated with the COVID-19 response (e.g., increased PPE use, and decontamination supplies); and
- Proposed system modifications previously discussed will increase AMR's costs (additional system resources to respond to any surge that occurs).

Part of the due diligence associated with considering any rate increase beyond the contractually permitted cost of living increase includes evaluating ambulance rates in other areas of the Pacific Northwest. A similar study was performed during the pre-bid period associated with the ambulance service bid in 2015. At that time, AMR's pricing was below the majority of the communities that responded to our inquiry. In early April of 2020, the Fire Department conducted another survey of the same communities as well as several others in the Northwest. Current AMR Spokane Rates are significantly below those of most other communities we polled. AMR Spokane's rate increase is based upon the all urban consumer price index. Since 2015, the increase is approximately 7%. During the same time period, the communities that we polled experienced a range of inflation from a low of 5% to a high of 60%. The experience in many other communities reflects the changes in wages and benefits, low reimbursement from insurers, and the increased cost of capital equipment. The following chart provides a summary of the information gathered during the most current rate comparison exercise.

	ALS I Base	ALS II Base	BLS Base	Per Mile	O2 Fee	Treat/No Transp.-BLS	Treat/No Transport-ALS
Cowlitz Co.	\$2,007.21	N/A	\$2,007.21	\$31.14	N/A	N/A	N/A
Clark Co.	\$1,234.21	N/A	\$1,234.21	\$16.22	N/A	N/A	N/A
Grant Co.	\$1,691.20	N/A	\$1,691.20	\$24.94	N/A	N/A	N/A
Lewis Co.	\$1,629.45	N/A	\$1,629.45	\$24.94	N/A	N/A	N/A
Tacoma	\$2,827.44	N/A	\$2,827.44	\$23.38	N/A	N/A	N/A
East Pierce Fire	\$1,050.00	\$1,150.00	\$850.00	\$22.00	N/A	N/A	N/A
Seattle	N/A	N/A	\$2,860.00	N/A	N/A	N/A	N/A
Spokane-Current	\$757.39	N/A	\$757.39	\$22.88	\$57.21	N/A	N/A
Spokane Co.-Current	\$857.39	N/A	\$857.39	\$20.99	\$57.21	N/A	N/A
So. Snohomish Fire & Rescue	\$975.00	\$1,075.00	\$650.00	\$18.00	N/A	N/A	N/A
Clackamas Co., OR	\$1,257.05	N/A	\$1,257.05	\$26.33	N/A	N/A	N/A
Kootenai Co. ID	\$903.00	\$1,009.00	\$717.00	\$16.50	N/A	\$319.00	N/A
Ada Co., ID	\$978.15	\$1,087.42	\$660.94	\$14.32	\$64.71	\$136.86	\$317.21
Kittitas Valley Fire	\$875.00	\$960.00	\$675.00	\$19.00	N/A	N/A	N/A

Notes:

1. N/A is used to denote that there is no charge for this item
2. Clark County, Tacoma, Seattle, Clackamas Co. Oregon, Spokane and Spokane County are all AMR operations under a sole provider contract with that jurisdiction. Source of data is AMR's contractual rates as identified in that jurisdiction
3. Cowlitz, and Lewis Counties reflect AMR rates as they are the primary ambulance provider in those jurisdictions
4. Kittitas Valley Fire & Rescue has a County resident fee and a Non-Resident fee. The charges in the table are for residents of Kittitas County. Non Resident fees are: ALS I- \$1,145; ALS II - \$1,275; BLS- \$885. KVF&R also charges a non-emergent BLS fee for interfacility transports.
5. Kootenai Co. EMS and Ada Co. EMS in Idaho charge a "Treat and No Transport" Fee.
6. Kootenai Co. EMS charges based on resident vs. non-resident as Kootenai County is considered a legal "Ambulance District" under Idaho state law and receives a county tax subsidy through the ambulance district tax. The rates reflect non-resident charges.

The reimbursement environment is also a key component in the consideration of a rate increase above the contractual limits of the consumer price index. There is a perception that the effects are most pronounced among our community's vulnerable populations including older adults, unemployed, and low wage earners. Any additional out-of-pocket expense will negatively impact these people. Fortunately, the greater percentage of these vulnerable people are insured by either Medicare (older adults), Medicaid (expansion of coverage as a result of the Affordable Care Act) or a combination of

both. Federal and State insurers control this impact by establishing fixed levels of reimbursement for ambulance services and prohibiting providers from pursuing payment for a significant amount of the difference between the actual charge and the fixed reimbursement amount. Therefore, a rate increase does not affect the actual out-of-pocket expense to the consumer.

For Medicare enrolled recipients, the Federal government has a fixed “allowed” level that an ambulance service will receive. Medicare will reimburse the ambulance provider 80% of the allowed \$381.77 (ALS). The ambulance service may only seek payment for the remaining 20% which in many cases is covered by a commercial Medicare co-insurance program or Medicaid. The difference between the fixed amounts “allowed” by Medicare and the actual charge is required to be written off by the ambulance provider and they cannot seek payment from the patient for this difference. Medicare does not pay for ancillary items such as medications, heart monitoring, IV fluids, bandages, etc. An increase in the contractual base rate does not impact the amount Medicare reimburses the ambulance provider. The \$381.77 (ALS Base rate) is the maximum amount Medicare will reimburse the provider.

Medicaid follows a similar path but at a much lower “allowed” amount. In Washington State, the Health Care Authority reimburses \$115.34 for Basic Life Support Service and \$168.43 for Advanced Life Support Service. Medicaid pays the ambulance provider \$5.08 per mile. Medicaid also does not reimburse for ancillary items such as IV fluids, bandages, etc. The amount that Medicaid reimburses the ambulance service is the total amount of revenue received by the provider. The provider is prohibited from seeking payment for the difference between the Medicaid amount and the actual charge.

In Spokane, Medicare and Medicaid programs comprise approximately 76% of the total number of people transported in Spokane. Of this, 27% are Medicaid and 49% are Medicare, Government Managed Care or a Medicare Managed program. There is no incremental increase in the out-of-pocket expense resulting from a rate increase and no additional revenue realized by the ambulance provider. The following table provides a comparison of the current contractual rate and the fixed rate of reimbursement for Medicare and Medicaid enrollees.

Charge Category	Current AMR Rate	Medicaid Reimbursement	Medicare Reimbursement
ALS Base Rate	\$757.39	\$168.43	\$381.77
BLS Base Rate	\$757.39	\$115.34	\$381.77
Mileage Rate	\$22.88	\$7.62	\$5.08
Oxygen	\$57.21	Not Allowed	Not Allowed

The remaining 24% of individuals are covered by a variety of commercial third party payers (e.g., Regence, Kaiser, etc.) with 7% of the transports considered to be “private pay”. All of the third party commercial insurers negotiate a reduced rate of reimbursement for ambulance services (typically reimbursing at 80% of the actual rate, depending upon the contract).

This information is presented to demonstrate that the ambulance provider will actually capture about 6% of the increased rate as a result of the nuances of insurance reimbursement for ambulance service (e.g., a \$500 rate increase will generate \$30 in actual revenue).

Conclusion

The recommended modifications to the current contract will allow the EMS System to continue responding in an efficient manner during the current public health crisis. Spokane enjoys one of the lowest ambulance rate experience among a number of communities in Washington, Oregon and Idaho. An increase in the contractual rates addresses the changes in labor agreements as well as the increased cost of providing service. The amount of out-of-pocket expense faced by the patient is minimal among the more vulnerable people living in Spokane (older adults, low income, and chronically ill individuals) because Medicare and Medicaid have fixed reimbursement amounts that do not change in the face of a rate increase. AMR consistently provides quality service and when issues arise, they are quick to work with the Fire Department to resolve concerns.

DRAFT



Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	OPR 2020-0469
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARCIA DAVIS 625-6398	Project #	2020088
Contact E-Mail	MDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250-REVIEW AND ANALYSIS OF WATER REGULATIONS		

Agenda Wording

Contract with WSU to conduct a Review and Analysis of Water Regulations for the City of Spokane.

Summary (Background)

This study will review City of Spokane (City) regulations for all stormwater, drinking water and wastewater (herein referred to as "water") references in the context of federal, state, and regional regulations and manuals with the objective of finding areas in the regulations that: have conflicting messages, have weak language that needs improvement, need additional language to promote green infrastructure (GI) or other means of water and wastewater sustainability, and could be extracted and

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? YES	

Expense	\$ 60,781.00	# 00
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u>	UE 5/18/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<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>		mdavis@spokanecity.org	
<u>Purchasing</u>		aduffey@spokanecity.org	
		matthew.michener@wsu.edu	

Briefing Paper Urban Experience

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Review and Analysis of Water Regulations for the City of Spokane
Date:	05/11/2020
Author (email & phone):	mdavis@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve Contract with WSU
Background/History:	
<p>This study will review City of Spokane (City) regulations for all stormwater, drinking water and wastewater (herein referred to as “water”) references in the context of federal, state, and regional regulations and manuals with the objective of finding areas in the regulations that: have conflicting messages, have weak language that needs improvement, need additional language to promote green infrastructure (GI) or other means of water and wastewater sustainability, and could be extracted and reworked into a separate ordinances.</p> <p>These water regulations will be reviewed in detail by the faculty and also integrated into the water-related classes currently being taught at WSU. The results of this study will be a complete review of the Spokane’s water regulations and also an in-depth analysis of specific sections of the regulations by the students. We envisage that the stormwater regulations will be analyzed in WSU’s stormwater class (CE498) first and then other regulations will be handled subsequently in other water-related classes.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • <i>Contract will be for work by WSU professors to assist the City in determining gaps, overlaps, and conflicts in current regulations.</i> • <i>Contract amount is \$60,781.</i> • <i>Work is expected to continue through 2021.</i> 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Specify changes required: Known challenges/barriers:	

Proposal for:
Review and Analysis of Water Regulations for the City of Spokane

March 4, 2020

Submitted to:
Katherine Miller, PE
Integrated Capital Management
Spokane City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

Submitted by:
Nigel Pickering, PhD, PE, Principal Investigator (PI)
Washington Stormwater Center
Washington State University
PACCAR 254, 2001 Grimes Way
Pullman, WA 99164

Review and Analysis of Water Regulations for the City of Spokane

Overall Objective

This study will review City of Spokane (City) regulations for all stormwater, drinking water and wastewater (herein referred to as “water”) references in the context of federal, state, and regional regulations and manuals with the objective of finding areas in the regulations that:

- 1) have conflicting messages, WSU PI
- 2) have weak language that needs improvement, WSU PI
- 3) need additional language to promote green infrastructure (GI) or other means of water and wastewater sustainability, course + WSU PI
- 4) could be extracted and reworked into a separate ordinances, course + WSU PI

These water regulations will be reviewed in detail by the faculty and also integrated into the water-related classes currently being taught at WSU. The results of this study will be a complete review of the Spokane’s water regulations and also an in-depth analysis of specific sections of the regulations by the students. We envisage that the stormwater regulations will be analyzed in WSU’s stormwater class (CE498) first and then other regulations will be handled subsequently in other water-related classes. The description, approach and deliverables for each class will be handled by a series of sub-tasks at the end of this document.

Task 1. Review of Existing Water Regulations by Faculty

Task 1a Review City of Spokane Regulations

This task will review the City regulations for all water-related references and relationships references. The review would include but not be limited to the following:

- 1) Spokane Stormwater Management Plan
- 2) Spokane Regional Stormwater Manual
- 3) Spokane LID Ordinance
- 4) Spokane Water System Plan
- 5) Spokane Wastewater Facilities Plan
- 6) Relevant chapters of the City Comprehensive Plan
- 7) Spokane Municipal Code Regulations related to the following sections:
 - a. Stormwater, Water and Wastewater
 - b. Building
 - c. Lot coverage
 - d. Subdivisions rules
 - e. Zoning and site plan review
 - f. Sidewalks and parking
 - g. Streets and transportation
 - h. Land use standards
 - i. Erosion control
 - j. Floodplains
 - k. Nuisance laws

Task 1b Review Federal, State and Regional Regulations

This task will review that latest federal, state, and regional regulations and manuals, including but not limited to, the following list:

- 1) Eastern Washington Municipal Separated Stormwater Sewer (MS4) permit
- 2) Eastern Washington Stormwater Manual
- 3) Eastern Washington UIC Well Requirements
- 4) Eastern Washington Low Impact Development (LID) Manual
- 5) Spokane Combined Sewer Overflow (CSO) permit
- 6) Spokane NPDES Wastewater Discharge Permit
- 7) Spokane Biosolids Permit
- 8) International Building Code
- 9) State Plumbing Code
- 10) RCW's, WAC's related to water, wastewater and stormwater
- 11) Water System Design Manual (doh.wa.gov)
- 12) Spokane Aquifer Joint Board
- 13) Idaho Washington Aquifer Collaborative
- 14) Any others impacting water, wastewater and stormwater treatment/governance.

Task 1c Meetings and Reporting

The Principal Investigator (PI) will meet with the project manager and other City staff on a regular basis throughout the project. The PI will meet with the relevant teaching faculty and also provide an introduction to the water classes associated with this project.

Task 1. Deliverables

The PI will prepare, in collaboration with relevant partners, to include City of Spokane staff, a summary spreadsheet, relationship matrix, and a draft technical memorandum that suggests changes, deletions, and/or additions to the regulations for improving water management in the City. The spreadsheet will be organized such that it can be searched and/or sorted by topic, code source, code number etc. A final spreadsheet and technical memorandum will be prepared in response to review and suggestions by City staff. Data recorded in the matrix should include (but not be limited to): requirement/required activity, source reference (and if there are multiple), reporting requirement, responsible party, and document update requirement. These data will be utilized to inform perspective student projects for future student cohorts.

The PI will also review the student reports from this project, and consolidate as necessary/appropriate, to ensure quality control before they are delivered to the City. These student reports may highlight some necessary modifications to the initial regulation review. Any modifications from the regulation review will be discussed with the City and, if necessary, be retroactively incorporated into the initial review documents by the PI for use by future student teams.

Task 2. WSU CE498 Stormwater for Fall 2020

Background

Because CE498 is a new class, we do not have enough historic data to reliably predict class enrollment for Fall 2020. However, given enrollment data from last year's first CE498 cohort we feel confident that student interest in stormwater is very strong and expect at least 25 students to enroll during the target semester. Though unexpected, if significantly fewer students should enroll Dr. Gardner may have to revise the scope of covered review topics. In this case, it would be helpful to get a list of top priorities from the City to maximize the benefits to all involved parties for prioritization of projects for student teams.

Scope for CE498

In total, four elements from Task 2a and seven elements from Task 2b can be covered by engineering students enrolled in CE498 Stormwater for Fall 2020. Eleven different teams will work concurrently on reviewing these elements (see deliverables). The instructor anticipates students will be able to balance this workload with their additional responsibilities for their CE498 class, overall course load (including Senior Design, a very time- and labor-intensive course), and other university commitments without endangering the quality of their final reports or their graduation status. These covered elements are listed below along with potential deliverables that can be prepared by engineering students at a senior level.

Potential Task 2a: Review City of Spokane Regulations

This task will review the City regulations for all stormwater-related references and relationships references. The review would include the following:

1. Spokane Stormwater Management Plan
2. Spokane Regional Stormwater Manual
3. Spokane LID Ordinance
7. Spokane Regulations related to Stormwater

Potential Task 2a. Deliverables

A. Narrative Report

Student teams would be responsible for one of the four elements listed for Task 2a. Teams would prepare a written narrative report summarizing findings for regulations related to each element. Where necessary, reports will include an appendix of instances where regulation documents reference other "waters" in relation to stormwater (e.g., wastewater). Reports would be provided to the City for their records.

B. Presentation Report

Student teams would be responsible for one of the four elements listed for Task 2a. Student teams would prepare a summary PowerPoint presentation outlining regulations and connections to other waters to give to representative of the City during the last 1-2 weeks of the semester. Presentation materials would be provided to the City for their records.

C. Combination Report

Student teams would be responsible for one of the four elements listed for Task 2a and seven of the elements in Task 2b (total 11 groups of students). Student teams would prepare a narrative report and a PowerPoint presentation to give to representative of the City. Materials would be provided to the City for their records.

Potential Task 2b: Review Federal, State and Regional Regulations

This task will review that latest federal, state, and regional stormwater regulations and manuals from the following list:

1. Eastern Washington Municipal Separated Stormwater Sewer (MS4) permit
2. Eastern Washington Stormwater Manual
3. Eastern Washington UIC Well Requirements
4. Eastern Washington Low Impact Development (LID) Manual
5. Spokane Combined Sewer Overflow (CSO) permit
6. Spokane NPDES Wastewater Discharge Permit
10. RCW's, WAC's related to stormwater

Potential Task 2b Deliverables

These documents/reports are attempting to organize and identify the conflict between/amongst each of the elements reviewed by student teams and collate and package all reports and findings. Intended as a cross-check and may serve to fill in conflict matrix. Template will be needed to be created. Instructor, possibly together with PI, and City where necessary, will work together to create appropriate template draft. Policy layering will need to be a subsequent step as a follow-on project.

A. Narrative Report

Student teams would be responsible for one of the seven elements listed for Task 2. Teams would prepare a written narrative report summarizing findings for stormwater regulations (i.e., quality and quantity) related to each regulatory element. Reports would be provided to the City for their records. Reports can include an appendix of instances where regulations across elements appear to contradict each other. What aspects of these regulatory elements would the City like summarized? Options include stormwater quality standards, stormwater flow control, BMP design criteria, or a combination.

B. Tabular Report

Student teams would be responsible for one of the seven elements listed for Task 2. Teams would prepare a series of tables summarizing findings for stormwater regulations (i.e., quality and quantity) related to each regulatory element. Reports would be provided to the City for their records. Reports can include an appendix of instances where regulations across elements appear to contradict each other. What aspects of these regulatory elements would the City like summarized? Options include stormwater quality standards, stormwater flow control, BMP design criteria, or a combination.

Faculty/Courses Identified

Dr. Nigel Pickering: Associate Research Professor, Washington Stormwater Center – PI

- Prep and provide some focal points for course use.
- Work with faculty on managing course deliverables.
- Condense and aggregate final product(s)

Dr. Courtney Gardner: Assistant Professor, Civil and Environmental Engineering/CE498 (Special Topics): Stormwater

Phase 1 Project Timeline

Dr. Pickering:

April 2020: Begin comprehensive review of water-related regulations.

Late July 2020: Identification of elements needed for CE498 to Dr. Gardner

August 2020- January 2021: Continued Review of water-related regulations

February 2021: Aggregate information from CE498 and provide proposed deliverables from Phase 1 to City of Spokane

Dr. Gardner:

August 2020: Class Prep (elements can be addressed in pieces)

August 2020 – December 2020: Dr. Gardner's Course CE498: In total, four elements from Task 2a and seven elements from Task 2b can be covered by engineering students enrolled in CE498 Stormwater for Fall 2020



Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/4/2020
Clerk's File #	OPR 2013-0132
Renews #	
Cross Ref #	OPR 2019-0928
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM CATHCART 625-6257
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0320 - AMENDMENT TO NEPDA INTERLOCAL AGREEMENT

Agenda Wording

The NEPDA is seeking the City's sponsorship to join the AWC's employee benefits trust as a non-city entity. The Trust requires that before a non-city entity can participate in its programs, a city member of the Trust must sponsor the non-city entity.

Summary (Background)

The City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011, pursuant to RCW 35.21.730-755, to assist in providing economic development in the northeast portion of the City and to provide economic stimulus and benefit to the entire City and region.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	PIES 5/18/20
<u>Division Director</u>		<u>Council Sponsor</u>	CM Cathcart
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mcathcart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sblackwell@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	City Council
Subject:	Northeast Public Development Authority
Date:	5/18/20
Contact (email & phone):	CM Cathcart, mcathcart@spokanecity.org
City Council Sponsor:	CM Cathcart
Executive Sponsor:	
Committee(s) Impacted:	Urban Development
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	<p>Strategic Key Advancement of:</p> <p>Strategies and Tactics: Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets</p> <p>Expected Outcomes: Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region</p>
Strategic Initiative:	See above alignment with Urban Experience
Deadline:	Filed for Council consideration on 5/18/20
Outcome: (deliverables, delivery duties, milestones to meet)	The Northeast Public Development Authority is seeking the City's approval to waive GFC's within the NEPDA
Background/History: The City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011 pursuant to RCW 35.21.730-.755 to assist in providing economic development in the northeast portion of the City and to provide economic stimulus and benefit to the entire City and region	
Executive Summary: The Northeast Public Development Authority is seeking the City's sponsorship in its application to join the AWC's employee benefits trust as a non-city entity. The Trust requires that before a non-city entity can participate in the Trust's programs, a city member of the Trust must sponsor the non-city entity's request.	
Budget Impact: 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.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING REFORMATION OF THE
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

THIS AMENDMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

W I T N E S E T H:

WHEREAS, pursuant to the provisions of 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, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, the parties entered into an interlocal local agreement regarding the reformation of the Northeast Public Development Authority (PDA) signed by the parties on October 8, 2019 and November 21, 2019; and

WHEREAS, the Agreement provided in part business terms for the operation and funding of the PDA including a term relating to the waiver of all general facilities charges (GFC) for development of properties which are located within the geographical boundaries of the PDA; and

WHEREAS, the parties agree to amend the Agreement to provide greater clarity regarding the waiver of the GFCs in lights of pre-existing developer agreements that include the possible collection of GFCs.

NOW, THEREFORE, the Parties hereby agree as follows:

Amendment No. 1: The Interlocal Agreement is amended as following:

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment "A".
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½ % of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. *Property (Real and Personal) Tax Revenue:*
 - i. City of Spokane Regular Levy within PDA – incremental increase.
 - ii. Spokane County Regular Levy within PDA – incremental increase.
- b. *Sales Tax Revenue:*
 - i. City of Spokane incremental Sales Tax increase within PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
- c. *Utility Tax Revenue:*
 - i. City of Spokane incremental Private Utility Tax increase within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. *Leasehold Excise Tax:*
 - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.

e. *Business and Occupation Tax Revenue:*

- i. City of Spokane incremental Business and Occupation Tax increase within PDA.
- ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment "B".

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA's tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1st of the following year.

<u>PDA Total Revenue:</u>	<u>Revenue sharing shall not be reduced less than:</u>
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) Stand Down on Annexation: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: **Except as provided for herein, ((A))all General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA. Provided, however, GFCs shall not be waived for the development of properties which are located within the geographic boundaries of the PDA which properties are the subject of a development agreement between the City or County and a developer, authorized under RCW 36.70B.170-.210, allowing the payment of GFCs, which development agreement was executed prior to November 2, 2019. The parties specifically recognize the City developer agreement recorded under Spokane County Assessor Recording Number 6776491 (City File No. 2018-0811) as such a developer agreement.**
- (6) Commercial or Industrial Water/Sewer Service Charges: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service

area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.

- (7) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

JOSH KERNS, Vice-Chair

MARY L. KUNEY, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney



Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:

05/18/2020

<u>Date Rec'd</u>	5/7/2020
<u>Clerk's File #</u>	OPR 2017-0505
<u>Renews #</u>	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	NATHAN 625-6895	Project #	2018164/2018165
Contact E-Mail	NANUNSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250-WSDOT UTILITY AGREEMENT UTB1225 AMENDMENT NO. 1		

Agenda Wording

Utility Agreement UTB 1225 Amendment No. 1 which provided for the reimbursement of costs to the Utility for removal, replacement or construction of Utility's water and sewer facilities within the North South Corridor (NSC) project.

Summary (Background)

UTB 1225 provided for the reimbursement of costs to the City of Spokane for removal, replacement or construction of City water and sewer facilities within the North Spokane Corridor (NSC) from Francis Avenue to the Spokane River. The original UTB 1225 was valued at \$359,937.15. UTB 1225 Amendment 1 provides an additional \$1,077,800 in reimbursement from WSDOT to perform similar duties in the area from the Spokane River to I-90, including the footprint of the future NSC I-90 interchange.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Revenue	\$ 1,077,800.00	# 4250-47110-99999-34389-14411
Revenue	\$ 0	# 4250-47110-99999-34389-14412
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u>	PIES 4/29/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	
<u>Finance</u>	WALLACE, TONYA	Distribution List	
<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kemiller@spokanecity.org	
<u>Purchasing</u>		aduffey@spokanecity.org	
<u>GRANTS &</u>	STOPHER, SALLY	icmaccounting@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC – UTB 1225 Amendment 1
Date:	5/05/20
Author (email & phone):	nanunson@spokanecity.org, (509) 625-6894
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Water Program, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	5/22/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Execute amendment for compensation from WSDOT for work performed in support of the North Spokane Corridor.
<u>Background/History:</u>	
<p>The WSDOT NSC - UTB 1225 agreement was executed August 14, 2017 with the purpose of reimbursing the City of Spokane for cost incurred for the removal, replacement or construction of City owned water and sewer lines, manholes, valves, side connections, fire hydrants and associated facilities impacted by the construction of the NSC from the Spokane River to Francis Ave. The original executed dollar value of UTB 1225 was \$359,937.15.</p> <p>Amendment 1 increases the agreement dollar value to \$1,437,737.15 by adding \$1,077,800 of compensation from WSDOT to the City of Spokane. The area of work is expanded from the Spokane River to I-90.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> • <i>UTB 1225 Compensates the City of Spokane for cost incurred for utility work impacted by the NSC</i> • <i>UTB 1225 executed August 14, 2017 for \$359,937.75</i> • <i>UTB 1225 addresses utilities from the Spokane River to Francis Ave</i> • <i>Amendment 1 increases compensation to the City of Spokane to \$1,437,737.15 by adding \$1,077,800</i> • <i>Amendment 1 addresses utilities from the Spokane River to I-90</i> 	
<u>Budget Impact:</u>	
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.)	
<u>Operations Impact:</u>	
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:	

**UTILITY AGREEMENT UTB 1225
AMENDMENT NO. 1**

This Amendment No. 1 is made and entered into between Washington State, Department of Transportation, hereafter the “WSDOT,” and the City of Spokane, hereinafter referred to as “Utility” hereinafter to be referred to individually as the “Party” and collectively as the “Parties”.

RECITALS

1. The Parties entered into Utility Construction Agreement, UTB 1225 (Agreement), on August 14, 2017, which provided for the reimbursement of costs to the Utility for removal, replacement or construction of Utility’s water and sewer facilities within the WSDOT project. This includes the removal, replacement or construction of Utility-owned water and sewer distribution mains, side services, and their associated appurtenances.
2. The original agreement was for the work from Francis Ave to the Spokane River. The Utility has requested to include the removal, replacement or construction of Utility-owned water and sewer distribution mains, side services, and their associated appurtenances work from the Spokane River to I-90.
3. The Parties desire to amend the Agreement in accordance with Section 7.5, to include the work from the Spokane River to I-90.

NOW, THEREFORE, pursuant to the provisions of RCW 47.01.210 and chapter 47.44 RCW, the above recitals and Exhibits that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in or attached hereto and by this reference made a part of this Agreement:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The amount payable under the Agreement is hereby increased by One Million Seventy Seven Thousand Eight Hundred Dollars (\$1,077,800), to One Million Four Hundred Thirty Seven Thousand Seven Hundred Thirty Seven Dollars and Fifteen Cents (\$1,437,737.15). The estimated cost of the work.
2. Exhibit B of the Agreement is hereby supplemented with Exhibit B-1.
3. Exhibit C of the Agreement is hereby supplemented with Exhibit C-1
4. The End date of this Agreement has been extended to 12-31-2023

5. All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

City of Spokane

By: _____

By: _____

Mike Gribner, P.E.

Print Name: _____

Eastern Region Administrator

Title: _____

Date: _____

Date: _____

UTB 1225 Amendment 1
Exhibit B-1

US 395/NSC - I-90 Interchange to Spokane River
Water & Sewer Re-Locations/Removal

UTB 1225 Amendment 1			
Spokane River South to I-90 Interchange			
Water & Sewer Re-Locations/Removal			
Scope	Count	Cost	Total
Fire Hydrant Relocate/Remove	36	\$ 15,900.00	\$ 572,400.00
Water Service Remove	50	\$ 6,800.00	\$ 340,000.00
Relocate Blowoff, ARV	4	\$ 6,000.00	\$ 24,000.00
Sewer Modification	13	\$ 7,800.00	\$ 101,400.00
Pot Holing	4	\$ 10,000.00	\$ 40,000.00
			\$ 1,077,800.00

Fire Hydrants to be Relocated/Removed			
Region	Count	Cost per Each	Total Cost
Misson to River	1	\$ 15,900.00	\$ 15,900.00
Trent Interchange	5	\$ 15,900.00	\$ 79,500.00
Sprague to BNSF	2	\$ 15,900.00	\$ 31,800.00
I-90 Trumpet	8	\$ 15,900.00	\$ 127,200.00
I-90 East of Trumpet	6	\$ 15,900.00	\$ 95,400.00
I-90 West of Trumpet	14	\$ 15,900.00	\$ 222,600.00
Hydrant Total	36		\$ 572,400.00

Water Service to be Removed			
Region	Count	Cost per Each	Total Cost
Misson to River	2	\$ 6,800.00	\$ 13,600.00
Trent Interchange	8	\$ 6,800.00	\$ 54,400.00
Sprague to BNSF	3	\$ 6,800.00	\$ 20,400.00
I-90 Trumpet	8	\$ 6,800.00	\$ 54,400.00
I-90 East of Trumpet	9	\$ 6,800.00	\$ 61,200.00
I-90 West of Trumpet	20	\$ 6,800.00	\$ 136,000.00
Water Service Total	50		\$ 340,000.00

Blowoff/ARV to be Relocated/Removed			
Region	Count	Cost per Each	Total Cost
Misson to River	0	\$ 6,000.00	\$ -
Trent Interchange	1	\$ 6,000.00	\$ 6,000.00

Sprague to BNSF	0	\$ 6,000.00	\$ -
I-90 Trumpet	0	\$ 6,000.00	\$ -
I-90 East of Trumpet	2	\$ 6,000.00	\$ 12,000.00
I-90 West of Trumpet	1	\$ 6,000.00	\$ 6,000.00
Blowoff/ARV Total	4		\$ 24,000.00

Sewer Work			
Region	Count	Cost per Each	Total Cost
Misson to River	0	\$ 7,800.00	\$ -
Trent Interchange	1	\$ 7,800.00	\$ 7,800.00
Sprague to BNSF	1	\$ 7,800.00	\$ 7,800.00
I-90 Trumpet	4	\$ 7,800.00	\$ 31,200.00
I-90 East of Trumpet	4	\$ 7,800.00	\$ 31,200.00
I-90 West of Trumpet	3	\$ 7,800.00	\$ 23,400.00
Sewer Total	13		\$ 101,400.00

Exhibit C -1

UTB 1225 Amendment 1 Water Meter & Hydrant Locations

Printed by: nanunson

Print date: 1/30/2020

Legend

Hydrants

- <Null>
- Blue
- Green
- Grey
- Red
- Yellow
- Orange

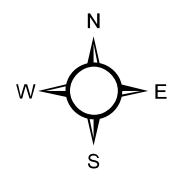
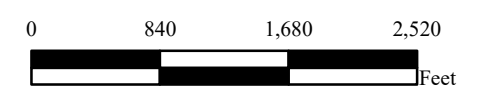
Water Meters

- <all other values>

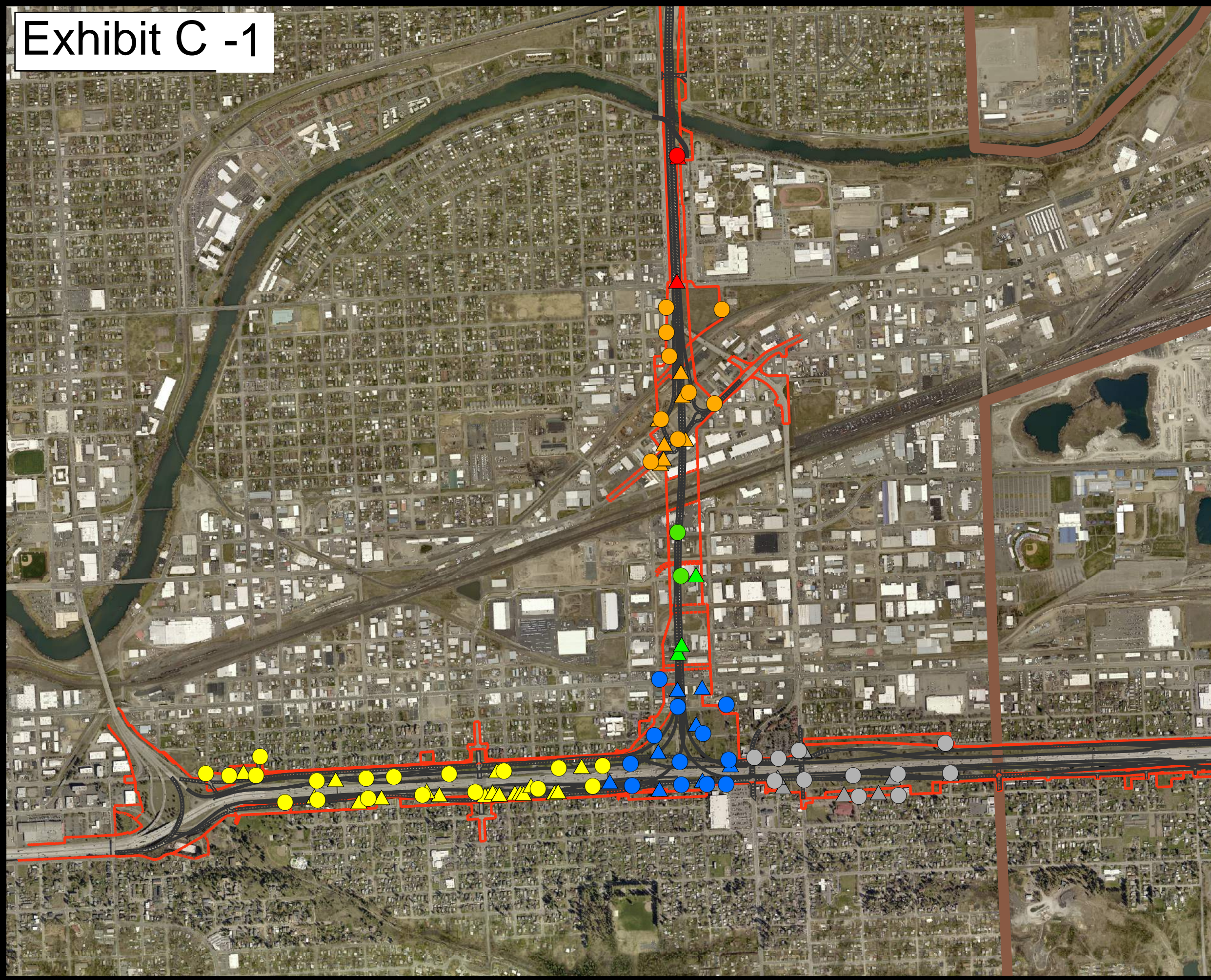
Color

- ▲ Blue
- ▲ Green
- ▲ Grey
- ▲ Orange
- ▲ Red
- ▲ Yellow

- WSDOT – NSC Alignment
- WSDOT – NSC Right-of-Way
- City of Spokane



*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.*





Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:

05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	OPR 2020-0470
Renews #	

Submitting Dept	NEIGHBORHOOD & BUSINESS	Cross Ref #	
Contact Name/Phone	CENDY 6013	Project #	
Contact E-Mail	CPFORTMILLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5700 DATA SHARE AGREEMENT - COS & UNITED WAY		

Agenda Wording

Data Share Agreement between City of Spokane and United Way.

Summary (Background)

The City of Spokane has created an online portal, hosted by Galaxy Digital LLC, that allows the City to recruit volunteers, and connect volunteers with volunteer opportunities sponsored by the City. The Data Share Agreement will allow Galaxy Digital to connect the City's and United Way's volunteer portal, so volunteers can access opportunities by both sponsors.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	CORTRIGHT, CARLY	Study Session\Other	
Division Director	CORTRIGHT, CARLY	Council Sponsor	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
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Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	

Letter of Agreement

Data Sharing between the City of Spokane and United Way of Spokane County

This Letter Agreement is entered into between the City of Spokane, a Washington State Municipal Corporation (the “City”) and United Way of Spokane County, a non-profit corporation registered in Washington State. (“United Way”).

WHEREAS, Galaxy Digital works to connect volunteers, promote volunteering, and support capacity of nonprofits through volunteers; and

WHEREAS, both the City and United Way contract separately with Galaxy Digital for certain work.

NOW, THEREFORE, the parties agree to share data using the Galaxy Digital Link as follows:

- 1) The City agrees that when a user, while on the City’s website, clicks on content that originated on United Way’s website, the user will be taken to United Way’s website to view and select volunteer opportunities.
- 2) United Way agrees that when a user, while on United Way’s website clicks on content that originated on the City’s website, the user will be taken to the City’s website to view and select volunteer opportunities.
- 3) The data to be shared using the Galaxy Link includes all agency and need data maintained on the respective sites, hereby be referred to as *content* .^[1] It also includes the limited volunteer data (hereby referred to as *user data*^[2]) that is viewable when a volunteer responds to a need, submits hours, RSVPs to an event, or fans an agency.
- 4) Each party agrees to update the privacy policy language, if applicable, on their site to include the other party, whereby a user registering for either site is agreeing to both sites having access to their user data.
- 5) This information is used solely by the City and United Way or other volunteer entities participating in this program for the purpose of executing the transaction, to improve your experience with us, and for the internal business purposes the City and United Way. The participate shall acknowledge that when responding to an opportunity that is sponsored by the City or United Way or one of its community partners, the participant’s registration information will be shared with this organization and its community partner (as applicable) for the purposes of facilitating and coordinating the volunteer placement and for the purpose of reporting volunteer impact data back to the City and United Way.

6) Both parties agree that on _____, 2020, when the connection is made, all data being shared will be visible to the public until either party changes a setting to remove an agency, need, or event from public view.

7) Unless this agreement is terminated in accordance with its terms, it shall follow the terms and termination policy of the master agreement. This agreement may be terminated at any time for any reason by either party by sending a 30-day notice to support@galaxydigital.com and the other party.

City of Spokane

Printed Name: _____

Signature: _____

Date: _____

United Way of Spokane County

Printed Name: _____

Signature: _____

Date: _____

[1]

Content represents agency, need, event and advanced event data for the purposes of this contract.

[2]

User data could represent any of the following: the user's name, email address, the date they fanned an agency, the status of an RSVP, the details of the need they user responded to, the waiver agreed by either the City or United Way, or the date the need response occurred.

Letter of Agreement

Data Sharing between the City of Spokane and United Way of Spokane County

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- 6) Both parties agree that on _____, 2020, when the connection is made, all data being shared will be visible to the public until either party changes a setting to remove an agency, need, or event from public view.

7) Unless this agreement is terminated in accordance with its terms, it shall follow the terms and termination policy of the master agreement. This agreement may be terminated at any time for any reason by either party by sending a 30-day notice to support@galaxydigital.com and the other party.

City of Spokane

Printed Name: _____

Signature: _____

Date: _____

United Way of Spokane County

Printed Name: _____

Signature: _____

Date: _____

[1]

Content represents agency, need, event and advanced event data for the purposes of this contract.

[2]

User data could represent any of the following: the user's name, email address, the date they fanned an agency, the status of an RSVP, the details of the need they user responded to, the waiver agreed by either the City or United Way, or the date the need response occurred.

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood & Business Services – My Spokane
Subject:	Data Share Agreement with United Way
Date:	May 4, 2020
Author (email & phone):	Cendy Pfortmiller, cpfortmiller@spokanecity.org, (509) 625-6147 (Mobile (509) 993-4545))
City Council Sponsor:	
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Public Safety and Community Health; Urban Experience
Deadline:	May 18, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Data Share Agreement with United Way.
<p><u>Background/History:</u> Neighborhood Services – My Spokane has created an online volunteer portal for City sponsored volunteer events, which is hosted by Galaxy Digital. This will give the City a centralized location to recruit and manage city volunteers. The volunteer site will have a City of Spokane landing page, and that includes information on volunteering with the City of Spokane and/or the United Way. The Data Share Agreement will simply allow for volunteers to go from the City volunteer portal to the United Way volunteer portal seamlessly. This is an effort to continue the Spokane Gives initiative.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <i>The City will recruit and manage city volunteers on a volunteer portal hosted by Galaxy Digital</i> • <i>The City's and United Way's volunteer portal will be connected to allow community members to seamlessly search for and volunteer for volunteer opportunities with either sponsor</i> • <i>The Data Share Agreement will allow for a seamless transition from both volunteer portals for community members</i> • <i>This is in effort to continue the Spokane Gives Initiative</i> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes X No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes X No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.): No budget impacts</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? X Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes X No</p> <p>Specify changes required: Minimal Operations Impact. This will require a small amount of time dedicated to uploading new opportunities and managing volunteer data.</p> <p>Known challenges/barriers: None</p>	



Agenda Sheet for City Council Meeting of:
05/18/2020

Date Rec'd	5/4/2020
Clerk's File #	RES 2020-0030
Renews #	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	MEGHANN 625-6903	Project #	
Contact E-Mail	MSTEINOLFSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0620 RESOLUTION APPOINTING RAYLENE GENNETT TO WASTEWATER		

Agenda Wording

Resolution appointing Raylene Gennett to Wastewater Director.

Summary (Background)

Resolution appointing Raylene Gennett to Wastewater Director.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STEINOLFSON,	<u>Study Session\Other</u>	Finance 5/18
<u>Division Director</u>	STEINOLFSON,	<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2020 - 0030

A Resolution approving the appointment of Raylene Gennett as Director of Wastewater Management for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Ms Gennett as Director of Wastewater Management for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Raylene Gennett as Director of Wastewater Management for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



Hiring Approval Form

POSITION SPECIFICS

Today's Date: 5/4/20

Position Title: Wastewater Director

Hiring Department: Wastewater

Position Supervisor: Scott Simmons

Position Status: Existing Reclassified New Position

Position Funding Source: Wastewater utility rates

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

Does this position supervise staff? Yes No

Organizational Chart Attached? Yes No

Why is this position needed now?

This was a position created through functional realignment of certain departments with upcoming retirements and departures of existing directors. This position will be responsible for the entire Wastewater operations of the city (both Collections and Treatment).

What are the impacts if hiring is deferred?

Lack of strategic and cohesive oversight over the wastewater operational groups. Increased number of direct reports to the Public Works Director

What alternatives were considered?

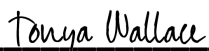
None

Any additional information needed to make a determination?


None

Person Submitting Form/Contact: Scott Simmons 625-6584

FINANCE SIGNATURE:

DocuSigned by:

 5/4/2020
CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

 5/4/2020
9C36E3376992442...



Agenda Sheet for City Council Meeting of:
05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	RES 2020-0031
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	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION SUPPORTING CONDITIONAL ECONOMIC RE-START POST-		

Agenda Wording

A resolution expressing the City Council's support for the safe re-start of economic and social activity in the Spokane area within accepted public health and economic criteria.

Summary (Background)

This resolution expresses the City's support for qualified and conditional re-opening of economic and social activities depending upon demonstrated progress in and sufficient funding of testing, contact tracing, centralized procurement of PPE and cleaning supplies, business inspectors/counselors to advise on compliant practices, and funding for needed supplies for child care providers.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>		<u>Council Sponsor</u>	Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2020-0031

A resolution expressing the City Council's support for the safe restart of economic and social activity in the Spokane area within accepted public health and economic criteria.

WHEREAS, the City of Spokane and Spokane County have a strong record of compliance with the Governor's "Stay Home, Stay Healthy" order, and as a result, has likely avoided thousands of cases of COVID-19 and hundreds of deaths; and

WHEREAS, the greater Spokane region has also preserved its essential hospital and intensive care unit capacity while serving as the key transportation and commercial hub for the Inland Northwest which brings with it even greater infection risk than the counties and cities surrounding Spokane; and

WHEREAS, lacking a vaccine and any natural immunity, Spokane residents are just as vulnerable as the nearby eastern Washington counties of Benton, Franklin, and Yakima, which are experiencing high rates of COVID-19 infections; and

WHEREAS, Spokane employers and workers are ready to get back to work with basic safety and security standards in place, all of which can be funded by Spokane's share of federal and state COVID-19 relief funds.

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane strongly endorses the Governor's recently published four-stage plan to reopen all communities across the State of Washington with strategies and a timeline that are informed by public health data and practical economic considerations, including variances for those regions that demonstrate the capacity to identify, contain, and prevent future infections.

BE IT ALSO RESOLVED that the City of Spokane has identified the following policy needs in order to safely reopen its regional economy:

1. According to the Spokane Regional Health District ("SHRD") Health Officer, Spokane needs sufficient test kits to test 935 people each day and local processing of those tests so that health officials can promptly identify and quarantine newly infected local patients.
2. Spokane needs a paid corps of contact tracers, who can be trained, supervised and paid by SHRD with COVID-19 relief funds provided to SHRD possibly with assigned national guard members and state employees, who would be able to promptly contact all newly identified patients, identify individuals they have potentially contacted, and then contact those people to promptly have them tested and/or quarantined.
3. Spokane needs a centralized method for the procurement and provision of personal protective equipment, preferably manufactured locally, so that local businesses can safely conduct business operations and their employees and customers can have confidence that they can participate in commerce safely.
4. Spokane needs a corps of public health COVID-19 business resistance

consultants/inspectors, trained, supervised and paid by SRHD with COVID-19 relief funds, who, much like current health district inspectors who educate companies engaged in food preparation, would work closely with industry groups and individual businesses to educate them on applicable COVID-19 resistant business practices and eventually certify each business that seeks to re-open.

5. Spokane needs to reopen private and public childcare centers sufficient for all employees who need childcare, using COVID-19 relief funds to reimburse childcare providers for increased cleaning supplies, increased staffing and reduced maximum children due to physical distancing, health care insurance for employees, robust sick leave pay and likely hazard pay similar to grocery workers until the economy is fully reopened and physical distancing requirements have returned to normal.

AND BE IT FINALLY RESOLVED that Spokane should be granted a variance to reopen proportional to its demonstrated progress on these items on an industry-by-industry basis pursuant to the Governor’s proclamations and re-opening framework.

ADOPTED by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:
05/18/2020

Date Rec'd	5/6/2020
Clerk's File #	RES 2020-0032
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	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION PLEDGING CITY INVOLVMENT IN ICLEI AND GCOM		

Agenda Wording

A resolution stating the official policy of the City of Spokane to join the Global Covenant of Mayors for Climate and Energy and to reinstate the City's membership in Local Governments for Sustainability (ICLEI-USA).

Summary (Background)

This resolution supports the City's involvement in the Global Covenant of Mayors for Climate and Energy, and reinstates the City's lapsed membership in Local Governments for Sustainability, the latter of which will allow the City and its staff to have access to climate scenario impact and reporting tools so that the City will have much better information in forming our local responses to the threat of climate change.

Fiscal Impact	Grant related? NO	Budget Account	
	Public Works? NO		
Expense	\$ 2,250	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	Study Session\Other	PIES Comm., 4/27/2020
Division Director		Council Sponsor	Council President Beggs
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2020-0032

A resolution stating the official policy of the City of Spokane to join the Global Covenant of Mayors for Climate and Energy and to reinstate the City's membership in Local Governments for Sustainability (ICLEI-USA).

WHEREAS, chapter 15 of Spokane Municipal Code codifies the official policy of the City of Spokane "to acknowledge and recognize the occurrence of human-caused climate change. The City also recognizes the vast scientific consensus regarding this matter, and acknowledges that the potential impacts of climate change pose a real threat to the health and well-being of Spokane's citizens"; and

WHEREAS, the City has also codified, in SMC 15.05.020, specific greenhouse gas ("GHG") reduction goals aligned with Washington State's GHG reduction goals; and

WHEREAS, the City has adopted into SMC 15.05.060 various reporting requirements concerning the status and progress of the City's efforts to implement the City's Sustainability Action Plan; and

WHEREAS, the City Council formed the Sustainability Action Subcommittee for the purpose of updating the City's Sustainability Action Plan with the creation of a Climate Action Plan; and

WHEREAS, climate change poses a significant threat to Washington's economy and is likely to cause longer and more intense wildfire seasons, diminished fish and wildlife habitat, changes in precipitation patterns that will affect agriculture and hydro-electric energy generation, and increased disease vectors and threats due to invasive species; and

WHEREAS, everyone will be affected by climate change, but those communities already facing socioeconomic and health inequities will experience the most severe impacts; and

WHEREAS, local, regional, and global economies are transitioning to carbon-free fuel and energy sources, and local business and industry leaders are at the forefront of innovation and technology toward clean energy; and

WHEREAS, as a part of this transition, over 1,750 local governments in the United States have joined a group called ICLEI USA – Local Governments for Sustainability, which works "together through peer exchange, partnerships and capacity building to create systemic change for urban sustainability", including sharing tools needed to understand and take action on climate in our communities; and

WHEREAS, over 10,000 cities and local governments from 6 continents and 138 countries have joined the Global Covenant of Mayors for Climate & Energy, to "accelerate

ambitious, measurable climate and energy initiatives that lead to a low-emission and climate-resilient future”; and

WHEREAS, joining national organizations to work toward solutions in areas of mutual concern to state and local governments is both routine for this, and other cities, and necessary to ensure that the City can implement responses to the threat of climate change.

NOW, THEREFORE, BE IT RESOLVED that the official policy of the City of Spokane is to be an active signatory of the Global Covenant of Mayors for Climate & Energy in order to make a formal commitment to climate action and clean energy transformation.

BE IT ALSO RESOLVED that in order to accomplish the City’s sustainability and climate action commitments and implement the official policy of the City of Spokane, the Council will reinstate the City’s membership into ICLEI-USA to provide the Sustainability Action Subcommittee access to scenario planning and reporting tools that will allow the City to quantify their strategic actions against their stated targets, while also providing standard reporting tools to fulfill reporting requirements outlined in Chapter 15, SMC.

Passed by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



Expenditure Control Form

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

Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:

05/11/2020

<u>Date Rec'd</u>	5/6/2020
<u>Clerk's File #</u>	ORD C35908
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 625-6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0320 - ORDINANCE ESTABLISHING OFFICIAL CITY POLICY FOR HOMELESS

Agenda Wording

An ordinance establishing official City policy relating to homelessness response efforts; enacting a new section 18.05.030 to the Spokane Municipal Code.

Summary (Background)

This ordinance provides that in forming the City's response to homelessness, the City will form policy and operational steps in a manner that is regional in scope, includes all government, nonprofit, and for-profit regional stakeholders, includes early, continuous, active and direct involvement of the City Council, provides low- or no-barrier shelter to implement Housing First, creates no service gaps, and providing for no exceptions regardless of funding source.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u>	Urban Development
<u>Division Director</u>		<u>Council Sponsor</u>	Council President Beggs
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35908

An ordinance establishing official City policy relating to homelessness response efforts; enacting a new section 18.05.030 to the Spokane Municipal Code.

WHEREAS, too many of our neighbors in Spokane are experiencing or have experienced homelessness; and

WHEREAS, too often, and for a variety of reasons, the City's policy responses are either insufficient or carried out with little collaboration with the City Council and other regional governmental and nonprofit partners; and

WHEREAS, historically, the City has precipitously reduced shelter bed and warming center capacity below the demonstrated need, which displaced hundreds of people into the community to sleep on sidewalks, in doorways, in parks and along the Spokane River, none of which are equipped for such use; and

WHEREAS, the City Council regularly adopts resolutions establishing guidelines and criteria for the procurement of warming centers or emergency shelters during inclement weather which state the official policy of the City, yet there is still a need for a binding statement of official City policy to guide the City's responses to the ongoing issue of homelessness in our community; and

WHEREAS, the City Council finds that it is necessary to establish clear and specific baseline policy statements to guide the City administration and to notify the public as to how the City will determine what steps it will take in the future in forming responses to the ongoing issue of homelessness so that we can more effectively provide for the most vulnerable members of our community without gaps in service.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 18.05.030 of the Spokane Municipal Code to read as follows:

Section 18.05.030 Homelessness Response Policy

A. Findings and Purpose

1. The City finds that each resident of Spokane is entitled to a basic level of dignity and respect, regardless of whether they are housed or unhoused.
2. The City also finds that historically, City policy regarding the response to homelessness in our community has not been formed in a way that is fully transparent, collaborative, regional, or inclusive, and that process often results in decisions being made that harm our communities, rather than help.

3. The purpose of this section is to set a baseline for our City’s response to homelessness in our community, so that we form the right policy, with the right people at the table, and can most effectively provide, and coordinate the provision of, services to the most vulnerable members of our community.
- B. It is the official policy of the City of Spokane that its responses to homelessness will be undertaken in accordance with the following principles, without exception.
1. In all responses, a region-wide approach is the starting point and all regional stakeholders – government, nonprofit, and for-profit sectors – will be involved in the formation of response policy.
 2. The City Council, as a body or through its members, as the Council determines, will be actively, continuously, and directly involved in all aspects of the formation of policy and direction in response to homelessness in our community, without exception.
 3. All housing for people experiencing homelessness in Spokane, and funded with any dollars either originating with or passing through the City of Spokane, will be low- or no-barrier shelter, to implement the Housing First strategy.
 4. The City shall not reduce shelter or warming center capacity (whether measured by beds, square feet, locations, or by any other capacity measure) without first having in place an agreed, published, and publicly-disseminated plan which is compliant with the principles established in this section and which provides equivalent capacity or it is demonstrated that the amount of capacity being reduced is no longer needed based on vacant space for at least two weeks so there is no gap in service to people in our community who are experiencing homelessness.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Expenditure Control Form

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Today's Date:	Type of expenditure:	Goods	Services
Department:			
Approving Supervisor:			
Amount of Proposed Expenditure:			
Funding Source:			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternative resources have been considered?			
Description of the goods or service and any additional information?			
Person Submitting Form/Contact:			
FINANCE SIGNATURE:		CITY ADMINISTRATOR SIGNATURE:	
_____		_____	



Agenda Sheet for City Council Meeting of:

12/09/2019

Date Rec'd	12/2/2019
Clerk's File #	ORD C35870
Renews #	
Cross Ref #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	KATE BURKE 625-6275
Contact E-Mail	KATEBURKE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	Study Session	
Division Director		Other	PSCH Committee, 12/2/2019
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35870

An ordinance prohibiting the use of so-called “mosquito” devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140; and enacting a new section 10.08D.145 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. “A-weighted sound level” means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. “Ambient sound” means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. “Amplified” means to increase a sound level by electronic, mechanical or other means.
- D. “Amplification equipment” means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. “Background sound level” means the level of all sounds in a given environment, independent of the specific source being measured.
- F. “Commercial noise” means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. “dBA” means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National

Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.

- H. “Decibel” (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated “dB.”
- I. “EDNA” means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. “Exterior electrical equipment noise” means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.
- K. “Law enforcement officer” means a police officer or other officials who have a limited police commission.
- L. “Lmax” means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax “fast” is defined as a 125-millisecond time-weighted maximum.
- M. “L(n)” means sound level that is exceeded “n” percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. “Mosquito device” means an electronic device which emits sound at a frequency of 15 kHz or above.

~~((“Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.))~~

- O. “Performer” means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.

- P. “Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- Q. “Public disturbance noise” means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. “Unreasonable sound” is defined in this chapter.
- R. “Public right-of-way” means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. “Receiving property” means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. “Sound amplification equipment” means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. “Sound level” means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. “Sound level meter” means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.
- W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds – Maximum Permissible Environmental Sound Levels and Prohibited Frequencies

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. From the effective date of this section until December 31, 2021, it shall be unlawful for any person to use, deploy, or activate a mosquito device, as defined in this chapter, which is audible in any public space or right of way in Spokane.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

~~A. A first violation of this chapter ((, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.~~

~~1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.~~

~~2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.~~

~~3. Mandated minimums shall include statutory costs and assessments.~~

~~B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds)) shall constitute a class 2 civil infraction. A second violation within a one year period shall be a ((misdemeanor pursuant to SMC 10.08D.140(A)))class 1 civil infraction. A third violation within a one-year period shall be a misdemeanor.~~

~~((C.))~~B. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, ~~((and))~~ has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law or code enforcement officer may ~~((than))~~then ((issue a citation))take enforcement action under this section.

Section 4. That there is enacted a new section 10.08D.145 of the Spokane Municipal Code to read as follows:

Section 10.08D.145 Private right of action.

- A. Each person or class of persons aggrieved by a violation of this chapter by any other person(s) may bring an action against the person(s) violating this section in the Spokane County Superior Court.
- B. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date