



City of Spokane

Minor Contract Summary

OPR # OPR 2013-0055
Cross Ref _____
Destruct Date 2017
Clerk's Dist. 01/23/13 308

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name East Central Community Center
Department Project # _____

New Contract ☐
CR # _____
Date: 01/15/13

Contractor/Consultant

Name: East Central Community Organization
Address: 500 S. Stone St Remittance Address: same
City, State, Zip: Spokane, WA 99202 City, State, Zip

RECEIVED

JAN 22 2013

CITY CLERK'S OFFICE
SPOKANE, WA

Summary of Services

The City of Spokane/East Central Community Center is assigning the Property Management Agreement for Trash Removal, Snow Removal, Irrigation, Grounds Maintenance, Parking Lot Maintenance/Lights, Sidewalk Maintenance for the Eastside Library Branch to East Central Community Organization.

Amount:

Budget Code:

Maximum Amount

Beginning Date: 12/22/2012 Expiration Date: _____ Open-Ended: ☒

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Harry Stickney X6175

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

Distribution List

Contractor E-mail: <u>thomass@eccocdc.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>jmallahan@spokanecity.org</u>	Taxes and Licenses
<u>hstickney@spokanecity.org</u>	Spokane Libraries: <u>sshagina@spokanelibrary.org</u>

CONTRACT ASSIGNMENT

THIS CONTRACT ASSIGNMENT is between the CITY OF SPOKANE on behalf of the EAST CENTRAL COMMUNITY CENTER, a Washington State municipal corporation, as "Assignor," and the SPOKANE PUBLIC LIBRARY, as "Library", and EAST CENTRAL COMMUNITY ORGANIZATION, whose address is 500 S Stone, Spokane, Washington, 99202, as Assignee."

WHEREAS, the Assignor and the Library entered into a contract dated January 13, 2009, regarding property management responsibilities for the Eastside Library; and

WHEREAS, Assignor is transferring management of the East Central Community Center to the Assignee and desires to assign the contract to the Assignee; and in accordance with City policy, consent of the City is required for the assignment; -- Now, Therefore,

The parties agree as follows:

1. ASSIGNMENT. For value received, the City as Assignor assigns all of its rights, title and interest under the contract described above to the ECCO as Assignee effective December 22, 2012. The Assignee accepts the assignment and agrees to assume all contractual liabilities arising after such date.
2. CONSENT OF LIBRARY. The Library agrees to the above assignment and represents that the contract is in full force and effect and that the Library has no knowledge of any material default by the Assignor.

Dated: 11/22/13

CITY OF SPOKANE (ASSIGNOR)

By: [Signature]

Title: Deputy Director CNS

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney



Dated: 12/19/2012

EAST CENTRAL COMMUNITY
ORGANIZATION (ASSIGNEE)

E-Mail address, if available: thomass@ECCOCDC.ORG

City of Spokane Business License
No. T12047906BUS

By: Thomas R. Spengler
Title: Director

Dated: 12-11-12

SPOKANE PUBLIC LIBRARY

E-Mail address, if available: ppartovi@spokanelibrary.org

By: Pat (Partovi)
Title: LIBRARY DIRECTOR

Approved as to form:

Michael A. Pendo
Assistant City Attorney

COPY

PROPERTY MANAGEMENT AGREEMENT

This Agreement is between the Spokane Public Library, as "SPL", and the East Central Community Center, as "ECCC," jointly referred to as the parties.

The parties agree as follows:

1. **Performance.** The parties agree that each party is responsible for the following as outlined:

Irrigation. SPL is responsible for irrigation as shown on map, Attachment 1. ECCC is responsible for all other irrigation.

Grounds Maintenance and Mowing. SPL is responsible for grounds maintenance and mowing as shown on map, Attachment 1A. ECCC is responsible for all other grounds maintenance and mowing.

Parking Lot Maintenance and Snow Removal.
Parking Lot No. 1, Northeast. ECCC and SPL shall share responsibility with ECCC responsible for thirty percent (30%) and SPL responsible for seventy percent (70%).

Parking Lot No. 2, Southwest. ECCC shall be responsible for one hundred percent (100%) of maintenance and snow removal.

Sidewalk Maintenance and Snow Removal. SPL shall be responsible for areas as shown on map, Attachment No. 2. ECCC shall be responsible for all other areas.

Parking Lot Lights. ECCC and SPL shall share equally the Avista Area Lights portion of ECCC's monthly bill. ECCC will be responsible for maintenance and lamp replacement for lights 1, 2, 3, and 4. SPL will be responsible for maintenance and lamp replacement for lights 5, 6, and 7 per map, Attachment No. 3.

Trash Removal. SPL may use dumpster on campus for removal of up to 20% of total container contents including general refuse and recyclable cardboard.

SPL will be responsible for transporting trash generated by its operation to the dumpster. SPL will be responsible for separating any cardboard boxes from the normal trash stream and breaking the boxes down for separate disposal. Any hazardous waste which may be generated by SPL may not be placed in the dumpster and is the responsibility of SPL to remove from the site and dispose of properly.

2. **TERM.** The time of performance of the Agreement shall be effective beginning January 1, 2009 AND this document is approved by being signed by a representative of both parties, and shall continue unless terminated by thirty (30) days' written notice by either party.

3. **COMPENSATION.** Compensation shall be as follows:

PARKING LOT MAINTENANCE AND SNOW REMOVAL

Parking Lot No. 1 – Northeast Parking Lot, cost of general maintenance and snow removal shall be shared seventy percent (70%) by SPL and thirty percent (30%) by ECCC. ECCC will submit a monthly invoice to SPL which will detail actual snow removal charges. Snow removal charges vary depending on the depth and frequency of snow events. Refer to Attachment No. 4.

Parking Lot No. 2 – Southwest Parking Lot, cost of general maintenance and snow removal shall be one hundred (100%) the responsibility of ECCC.

PARKING LIGHTS

Parking Lights shall be shared equally based on ECCC's monthly Avista bill for area lights. Refer to Attachment No. 4.

TRASH REMOVAL

Trash removal cost to SPL shall be 20% of ECCC's actual monthly City of Spokane Utility bill for trash removal. Refer to Attachment No. 4.

4. **LIABILITY.** In the performance of this Agreement, each party shall indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property caused by any act or omission of itself, its agents, or employees.

DATE: 1-13-09

SPOKANE PUBLIC LIBRARY

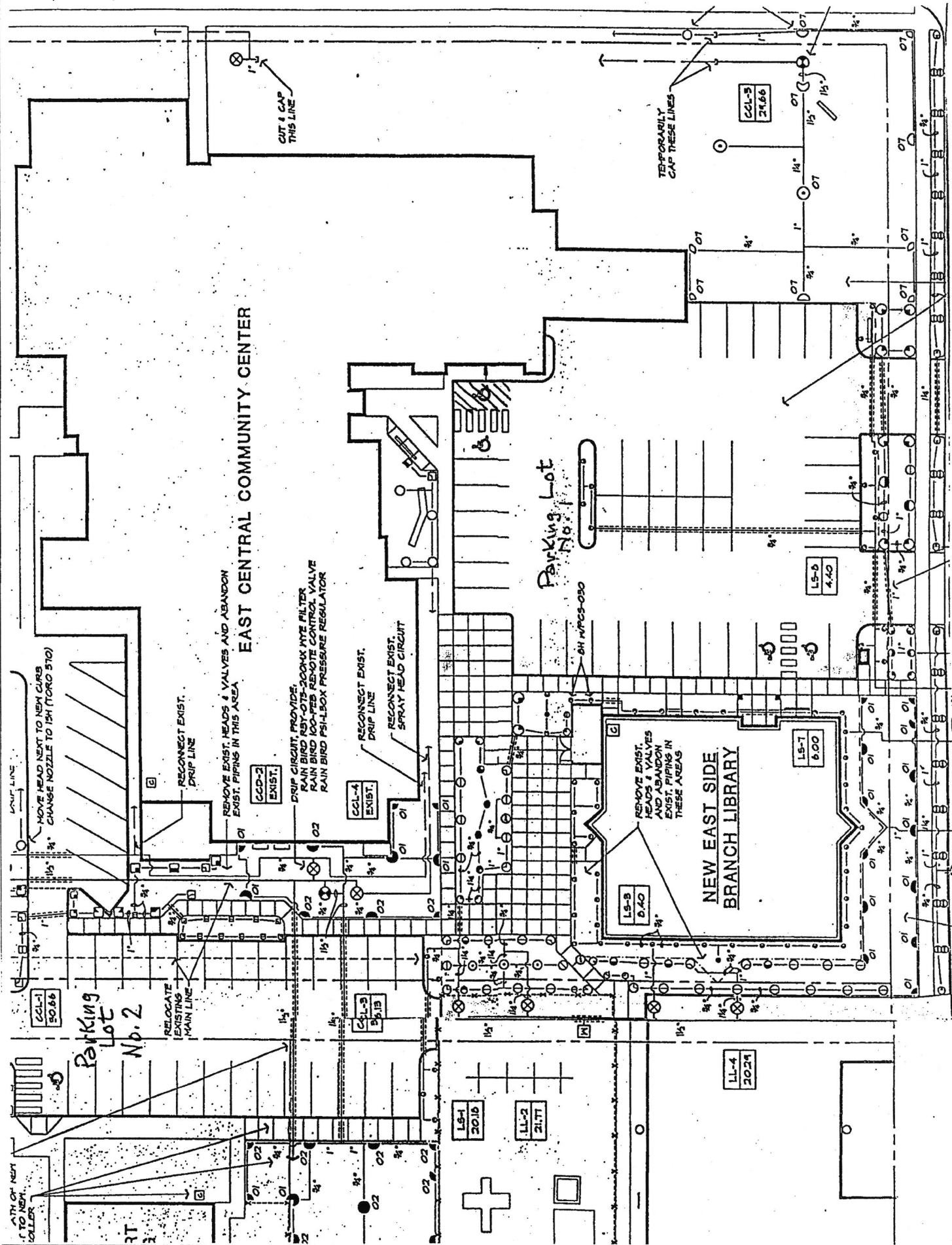
By: *Pat Pastore*
Director

Approved as to form:

Michael P. Smith
Legal – City of Spokane

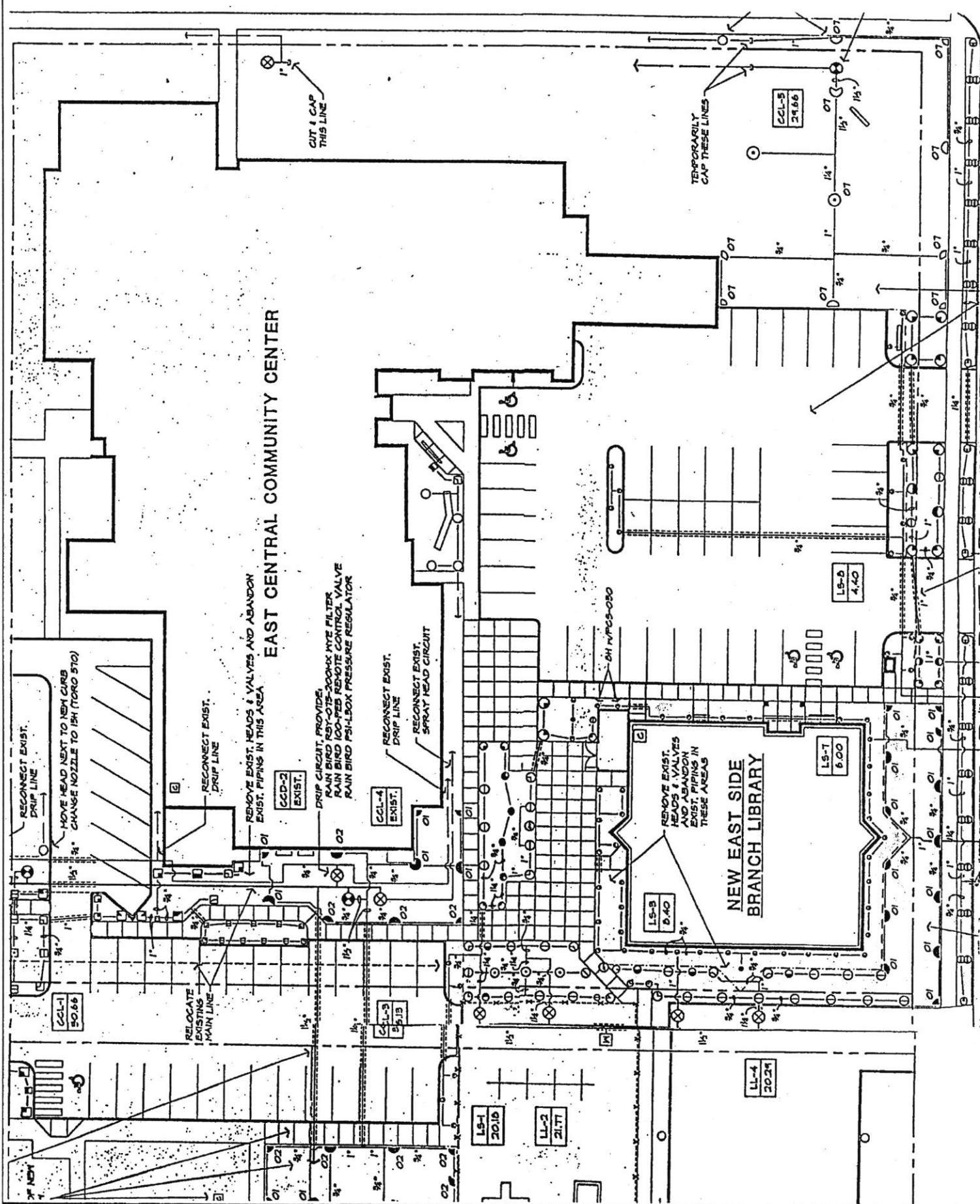
EAST CENTRAL COMMUNITY CENTER

By: *Diane Jackson*
Director

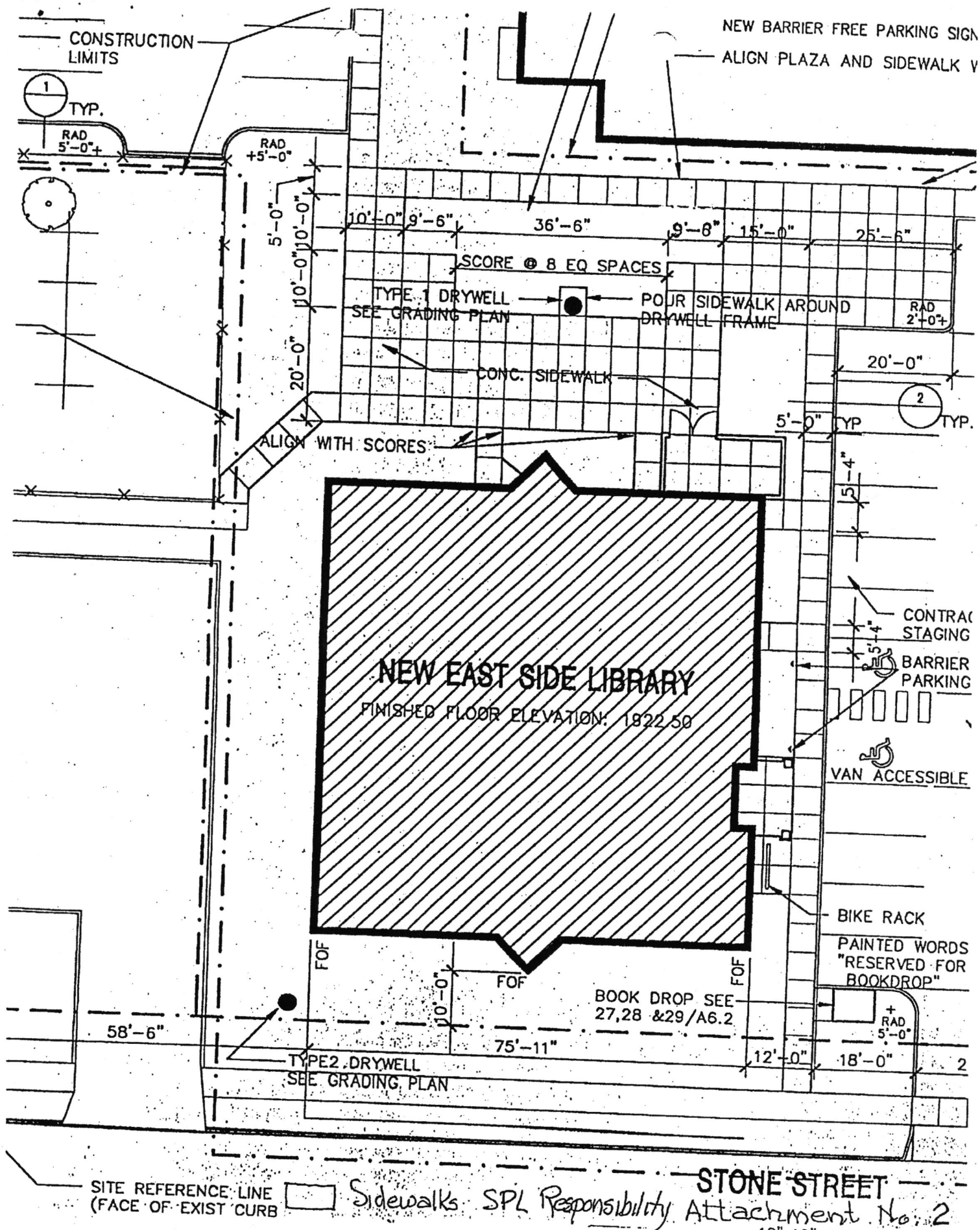


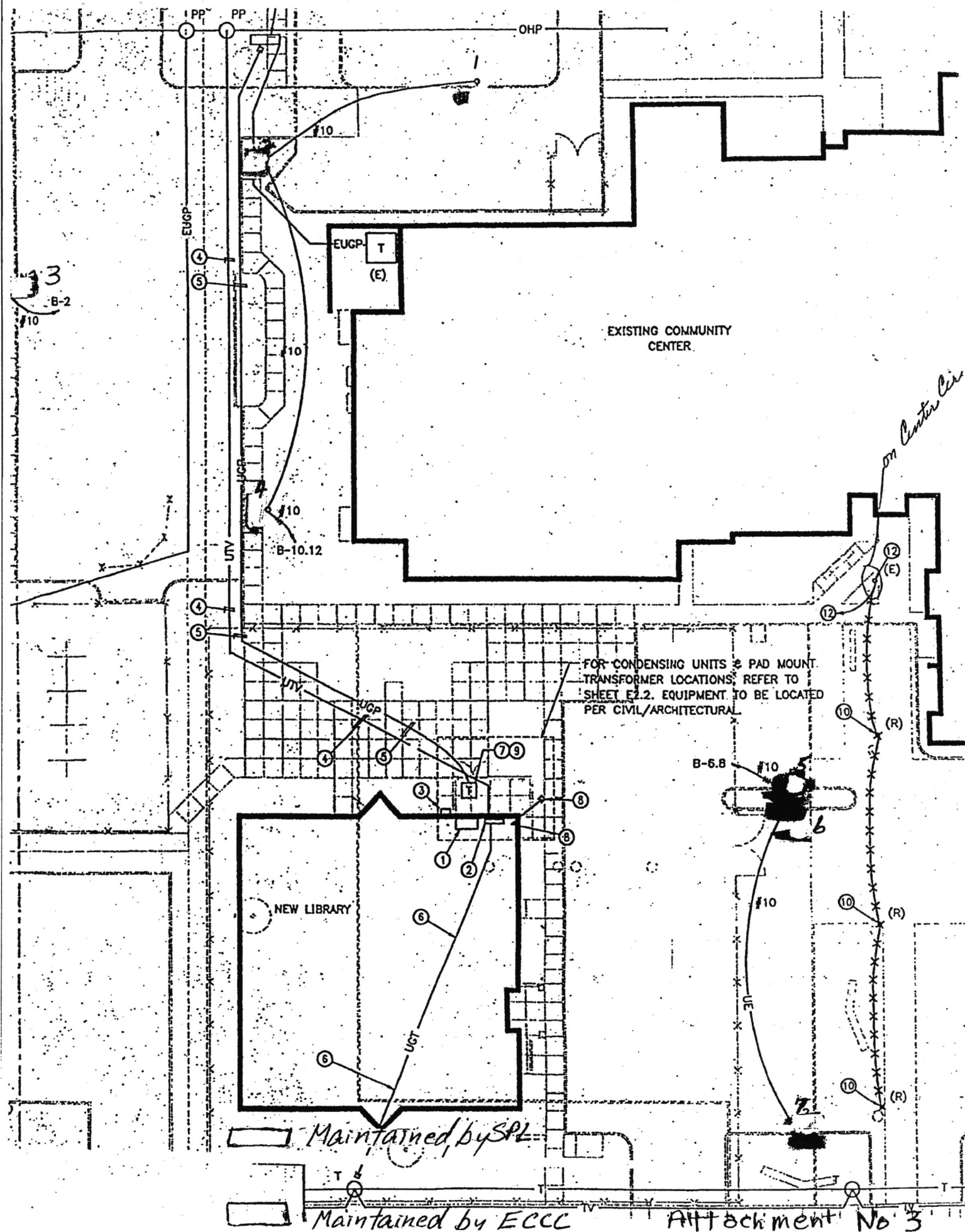
 SPL Responsibility Irrigation Attachment No. 1

EAST CENTRAL COMMUNITY CENTER



SPL Responsibility Grounds Maintenance Attachment 1A





ATTACHMENT NO. 4

AGREEMENT BETWEEN EAST CENTRAL COMMUNITY CENTER AND SPOKANE PUBLIC LIBRARY EASTSIDE BRANCH

Spokane Public Library Estimate of Snow Plowing, Trash Pickup, & Lighting for 2009

12/22/2008.

ECCC Current Snow Plowing Contract: Varies depending on depth and frequency.

SPL Eastside Branch: 70% cost of one lot.

SPL Eastside Branch Fee:

Using Actual ECCC invoice: $(\text{Cost of 2 Lots} + \text{Tax} / 2) * 0.70 = \text{SPL Snow Plowing Charge}$

ECCC Avista Area Lights:

Monthly Bill = \$23.54 including tax.

SPL portion of area light = 50%: $\$23.54 * 0.50 = \11.77

ECCC City Trash Pickup

Monthly trash fee: \$599.38

SPL portion of trash Pick up = 20%

$\$599.38 * 0.20 = \119.88

Montly Cost to SPL Eastside Branch:

Snow Plowing: \$ XX.XX (varies)

Area Lighting: 11.77

Trash pick up: 119.88

Total: \$ XX.XX (varies)