



Agenda Sheet for City Council Meeting of:
10/28/2019

Date Rec'd	10/15/2019
Clerk's File #	ORD C35828
Renews #	
Cross Ref #	OPR 2019-0927
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0320 UNIVERSITY DISTRICT PDA ORDINANCE

Agenda Wording
AN ORDINANCE REGARDING THE REFORMATION THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

Summary (Background)
This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the University District Public Development Authority, amends the Charter of the University District Public Development Authority Board, and amends the bylaws of the University District Public Development Authority.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Urban Experience - 10/15/19
Finance	HUGHES, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	mpiccolo@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		

Additional Approvals	PASSED BY
Purchasing	SPOKANE CITY COUNCIL:
FIRST READING OF THE ABOVE ORDINANCE HELD ON	11/4/2019
10/28/2019	<i>[Signature]</i>
AND FURTHER ACTION WAS DEFERRED	CITY CLERK

[Signature]
CITY CLERK

ORDINANCE NO. C35828

AN ORDINANCE REGARDING THE REFORMATION THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a Washington State first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may jointly perform any functions which each may individually perform; and

WHEREAS, the City of Spokane has created the Spokane University District Revitalization Area (UDRA) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City of Spokane has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of chapter 82.14 RCW; and

WHEREAS, the City of Spokane ("City") pursuant to the provisions of RCW 36.21.730 et seq., initially created and established the University District Public Development Authority ("UDPDA") in November 2012 (ORD C-34933) to assist in providing economic development in the University District of the City of Spokane and to assist the City of Spokane in implementing the economic goals of the UDRA; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled "INTERLOCAL AGREEMENT BETWEEN

THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY”, “AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” as well as “AMENDED BYLAWS OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” wherein the County and City will reformulate and revise the UDPDA to allow for the County’s membership therein and financial contribution therein, among other matters; and

WHEREAS, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT referenced above, the UDPDA established by the City in November 2012 (ORD C-34933) shall be revised and reformulated to allow for the County’s membership therein and financial contribution thereto, among other matters.

Now, Therefore,

The City of Spokane does ordain that the (1) “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY,” (2) “AMENDED CHARTER OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY BOARD,” and (3) “AMENDED BYLAWS OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY” are hereby approved and in so doing revise and reformulate the University District Public Development Authority established in November 2012 (ORD C-34933) consistent with such documents.

PASSED BY THE CITY COUNCIL ON November 4, 2019.

[Signature]
Council President [Signature]

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

[Signature]
Mayor

11/21/19
Date

12/21/19
Effective Date



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF (1) AUTHORIZING)
THE EXECUTION OF AN INTERLOCAL)
AGREEMENT BETWEEN THE CITY OF)
SPOKANE AND SPOKANE COUNTY)
REGARDING THE REFORMATION OF)
THE UNIVERSITY DISTRICT PUBLIC)
DEVELOPMENT AUTHORITY AS)
PROVIDED FOR IN RCW 35.21.730-.757)
ET SEQ., (2) APPROVING THE)
AMENDED CHARTER FOR THE)
UNIVERSITY DISTRICT PUBLIC)
DEVELOPMENT AUTHORITY, AND (3))
APPROVING THE AMENDED BYLAWS)
FOR THE UNIVERSITY DISTRICT)
PUBLIC DEVELOPMENT AUTHORITY)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”) has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.01.085, it shall be in the public purpose for all counties to engage in economic development programs; and

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

WHEREAS, pursuant to the provisions of 36.21.730 et seq. cities and counties have the legal authority to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose, (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City, and (v) perform any lawful public purpose or public functions; and

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may jointly perform any functions which each may individually perform; and

WHEREAS, the City of Spokane (“City”) created the Spokane University District Revitalization Area (“UDRA”) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of chapter 82.14 RCW; and

WHEREAS, the City pursuant to the provisions of RCW 36.21.730 et seq., created and established the University District Public Development Authority (“UDPDA”) in November 2012 (ORD C-34933) to assist in providing economic development in the University District of the City and to assist the City in implementing the economic goals of the UDRA; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY”, “AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” as well as “AMENDED BYLAWS OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” wherein the County and City will reformulate and revise the UDPDA to allow for the County’s membership therein and financial contribution thereto, among other matters; and

WHEREAS, the Board of County Commissioners desires to approve those documents entitled “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY”, “AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” as well as “AMENDED BYLAWS OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” and in so doing revise and reformulate the UDPDA as established by the City in November 2012 (ORD C-34933) and as authorized under RCW 35.21.703 et seq.; and

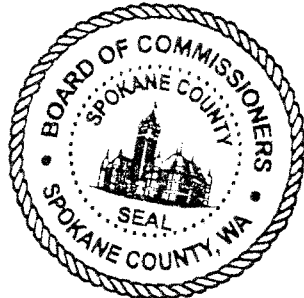
WHEREAS, as a result of executing the “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT” referenced above, the UDPDA established by the City in November 2012 (ORD C-34933) shall be revised and reformulated to allow for the County’s membership therein and financial contribution thereto, among other matters.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 35.21.730, et seq., that the Board does hereby authorize either the Chairman of the Board, a majority of the Board, or the Board, to execute those documents entitled (1) “INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY”, (2) “AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” as well as (3) “AMENDED BYLAWS

OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY” and in so doing revise and reformulate the UDPDA established by the City in November 2012 (ORD C-34933), consistent with such documents.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 35.21.730, et seq., that the entire Board is authorized to execute at other than an open meeting amendments or modifications to the documents identified in the immediately preceding, “NOW, THEREFORE” so long as they are reviewed and approved by legal counsel.

PASSED AND ADOPTED this 8th day of October, 2019.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, Chair

Al French
AL FRENCH, Vice-Chair

ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Josh Kerns
JOSH KERNS, Commissioner

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SPOKANE AND SPOKANE COUNTY
REGARDING REFORMATION OF
THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT 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."

WITNESETH:

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, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

WHEREAS, the City has created the Spokane University District Revitalization Area (UDRA) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of Chapter 82.14 RCW; and

WHEREAS, the City initially created and established the University District Public Development Authority in November 2012 (ORD C-34933) to assist the City to implement the UDRA in accordance with state law, to assist in providing economic development in the University District and to assist the City to implement the economic goals of the UDRA; and

WHEREAS, Spokane County would like to participate in the economic development of the University District and the implementation of the UDRA through this Agreement; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for the inclusion of Spokane County; and

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate the economic development of the University District and the implementation of the UDRA consistent with and for the economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to revise and reformulate the existing University District Public Development Authority (PDA) and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the University District and implementation of the UDRA.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in the University District and the implementation of the UDRA consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the

construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

Section 2: DEFINITIONS

“Administrative Board” or “Board” means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

“Agreement” means this Interlocal Agreement between the City of Spokane and Spokane County.

“Bonds” mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the PDA property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Designated Representative” means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County.

“PDA” means the University District Public Development Authority created to manage the UDRA.

“Revenue” means any revenue generated from the UDRA and allocated to the PDA pursuant to this Agreement as well as the revenue generated from the County pursuant to Section 3 (2) below.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in funding of the PDA:

- (1) **City's Responsibilities:** The City's responsibility under this Agreement is to provide local revitalization financing received by the City from the Spokane University District Revitalization Area's local sales and use tax increment and local property tax allocation revenue to the PDA to be expended by the PDA consistent with local and state law, including Ordinance No. C-34470). UDRA funding previously allocated to other projects or debt payment shall be excluded from the funding provided to the PDA. Transfer of funds from the City to the PDA shall occur on annual basis but may occur more frequently based upon information provided to the City from the State Department of Revenue confirming the amount of tax revenue collected pursuant to the UDRA local sales and use tax increment and local property tax credit.

In the event the City's financial responsibility to provide local revitalization financing from the Spokane University District Revitalization Area is discontinued due to the expiration of the UDRA or its contribution amount is reduced below the amount of the County's contribution, the City agrees to increase its contribution the Authority in the same amount as the County's contribution for the duration of the term of this Agreement.

(2) **County's Responsibilities:**

Commencing January 1, 2020, and annually thereafter, the County will contribute \$50,000 to the PDA until the amount of increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment "A" equals \$50,000. When this amount is reached, the County will increase its annual contribution by applying the percentage change between the current year index and the previous year index as determined by the CPI-U, US City Average, West Region, Size Class B/C (2.5 million or less) – Series ID: CUURN400SA0 to the previous year's annual contribution. The base month will be September.

For the purpose of calculating the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment "A", a new tax code area (TCA) will be created for the PDA by the Spokane County Assessor in calendar year 2019. This will establish the base year for the measurement of the property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the County will be calculated on the increase. The County will apply 100% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" toward the County's initial \$50,000 annual contribution

to the PDA. When this figure reaches \$50,000, the County will increase its annual contribution above the \$50,000 by applying the above referenced CPI to the previous year's contribution as stated above.

(3) **PDA's Responsibilities:** The PDA's responsibility under this Agreement is to expend Revenues allocated to the PDA by the City and County. Expenditures of Revenues by the PDA shall only be for authorized expenditures pursuant to local and state law and Ordinance No. C-34470. The PDA shall provide the City and County with an annual report of its activities.

(4) **Limitation on Financial Liability:** The PDA is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the PDA shall be satisfied exclusively from the assets, credit, and properties of the PDA, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the PDA.

(5) **Mandatory Disclaimers.** The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the PDA.

The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

(6) **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.

Section 4: TERM

This Agreement shall become effective upon signature of both the City and County.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. There shall be seven (7) voting directors of the PDA. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. **With the exception of the City staff and University District Development Association (UDDA) CEO, all other directors shall be voting members of the UDDA Board of Directors.**

The Board composed of the following positions shall govern the PDA:

a. Permanent Board Members (4):

- i. **One County appointment comprised of either an elected official or an administrative position selected by the County Commissioners,**
- ii. Two City appointments comprised of the Council President and a senior administrative staffer.
- iii. The CEO of the UDDA.
- iv. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.

b. Elected UDDA Board Directors (2):

- i. Two UDDA directors selected by the UDDA board from their elected membership.
- ii. Unless removed in accordance with this Agreement, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.

C. Jointly Selected Board Director (1)

- i. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors. However, and notwithstanding the provisions in Section (1) C. i. above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.
- ii. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section (1) above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

- (2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) Executive Director. The Administrative Board may hire an Executive Director or consultant to carry out the business affairs of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.

- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement and the attached amended Charter, which the parties approve pursuant to this Agreement.
- (8) Budget, Policies and Operations. The Executive Director or consultant shall submit a proposed annual budget to the full UD PDA Board.

Interim/Transition Period: In order to allow for smooth transition of current operations to the reformed PDA, from the date of execution by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34933 or as subsequently amended shall remain in full force and effect. Effective January 1, 2020, the above governance structure shall commence, unless otherwise agreed to in writing by all Parties.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

Section 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 9: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
Fifth Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

With a Copy to Chairman,
Board of County Commissioners
Spokane County Courthouse

1116 West Broadway Avenue
Spokane, Washington 99260

Section 10: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party.

Any party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this section.

Section 11: ANTI-KICKBACK

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

Section 12: PRIOR AGREEMENTS

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void.

Section 13: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

- G. **COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 14: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

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

DATED: 11/21/19

CITY OF SPOKANE

By: David A. Cunniff
Its: Mayor



Attest:

Terri Hoffert
City Clerk

Approved as to form:

Michael P. Pucob
Assistant City Attorney

DATED: 11/22/19

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Ginna Vasquez
Clerk of the Board

Approved as to form:

Deputy Civil Prosecuting Attorney

IN WITNESS WHEREOF, the parties have caused this 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: 10.8.19

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, Chair

Al French
AL FRENCH, Vice Chair

Josh Kerns
JOSH KERNS, Commissioner



Attest:

Approved as to form:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

John F. Duscola
Deputy Civil Prosecuting Attorney

**AMENDED AND RESTATED BYLAWS
OF THE UNIVERSITY DISTRICT
PUBLIC DEVELOPMENT AUTHORITY**

(Adoption Date: June 4, 2019)

ARTICLE 1. DEFINITIONS

1.1 Authority

“Authority” means the University District Public Development Authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

1.2 Electronic Transmission

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

1.3 Written Notice

Any “written notice” may be given by electronic transmission.

ARTICLE 2. OFFICES

The registered office of the Authority in the state of Washington is 120 N. Pine Street, #292, Spokane, WA 99202. The Authority may have such other offices within the City of Spokane as the Board of Directors may designate.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

The Board of Directors shall manage the business and affairs of the Authority at all times.

3.2 Number and Qualification

There shall be seven (7) voting directors of the Authority. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO all other directors shall be voting members of the UDDA Board of Directors.

3.2.1. Permanent Board Directors (4):

- a. One County appointment, comprised of either an elected official or an administrative position selected by the County Commissioners,
- b. Two City appointments comprised of the Council President and a senior administrative staffer.
- c. The CEO of the UDDA.

d. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.

3.2.2 Elected UDDA Board Directors (2):

- a. Two, UDDA directors selected by the UDDA board from their elected membership.
- b. Unless removed in accordance with these bylaws, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- c. Elected UDDA directors can be selected to serve indefinitely on the UDPDA board as long as they are active UDDA board members.

3.2.3 Jointly Selected Board Director (1)

- a. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors.

However, and notwithstanding the provisions in 3.2.3(a) above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.

- b. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section 3.2.1 above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

3.3 Duties of a Director

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board director has a particular expertise, then this person will

be expected to utilize this greater knowledge and be held to this standard in her/his conduct. Fifth, each director must sign and comply with the Authority's Conflict of Interest Policy and the Confidentiality Policy upon election or appointment.

3.4 Regular & Special Meetings

The Board shall meet as necessary, but not less than four (4) times a year. An annual meeting of the Board of Directors shall be held by the end of November at the principal office of the Authority or at such other place within the State of Washington designated by the Board.

- 3.4.1 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Participation by a board director by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.
- 3.4.2 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.
- 3.4.3 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office, at meetings and with the City Clerk a compilation of all minutes and proceedings of the Board and resolutions of the Board.
- 3.4.4 Applicability of General Laws. A public corporation, commission, or authority created under this chapter, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.
- 3.4.5 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or any director. Notice of special meetings of the Board of Directors stating the date, time, and place thereof shall be given at least twenty-four hours prior to the date set for such meeting by the person or persons authorized to call such meeting, or by the Secretary at the direction of the person or persons authorized to call such meeting. The notice may be oral or written. Written notice is effective upon dispatch if such notice is

sent to the director's address, telephone number, electronic mail address, or other number appearing on the records of the Authority. If notice of a regular or special meeting is provided by electronic transmission, it must satisfy the requirements of RCW 24.03.009. If no place for such meeting is designated in the notice thereof, the meeting shall be held at the principal office of the Authority. Unless otherwise required by law, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

Any director may waive notice of any meeting at any time. Whenever any notice is required to be given to any director of the Authority pursuant to applicable law, a waiver thereof in writing signed by the director entitled to notice shall be deemed equivalent to the giving of notice. The attendance of a director at a meeting shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

3.5 Quorum

At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business which shall consist of a simple majority of the directors.

3.6 Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of a majority of voting directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Amendment of the Bylaws shall be by two-thirds vote of the Board.

3.7 Participation by Telecommunication

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

3.8 Board Committees

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors or these Bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

3.9.1 Advisory Committees. In addition to Committees discussed in Section 3.8 above, the officers shall have the ability to appoint advisory committees to the Authority.

3.9.2 Executive Committee. The Authority is authorized to create an Executive Committee consisting of the officer positions described in section 4.1. The Executive Committee may include invited guests at any time, who shall be non-voting.

3.9 Resignation

Any director may resign at any time by delivering written notice to the Chair, the Secretary, or the registered office of the Authority, or by giving oral notice at any meeting of the directors. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.10 Removal

If it be determined for any reason that any of the non-permanent directors should be removed from office, the Board, by a two-thirds (2/3) majority vote, may vote to have any non-permanent director removed from the Board.

3.11 Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the Spokane Municipal Code, and the Bylaws.

3.12 Vacancies

A vacancy on the Board of Directors may occur by the resignation, removal, or death of an existing director. Any vacancy shall be filled consistent with the provisions of 3.2 herein.

3.13 Compensation

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors. This section shall not preclude any director from serving the Authority in any other capacity or from receiving reasonable compensation for such services and reasonable reimbursement for related expenses.

3.14 Chief Executive Officer

The board is authorized to engage the services of a Chief Executive Officer who shall serve at the pleasure of the Authority. The Chief Executive Officer shall function as a representative of the board in the management of the Authority, shall have the authority to operate the business of the Authority pursuant to guidelines established by the Authority, and shall have full authority for direction of the employees of the Authority.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by a majority of the directors and shall include a Chair, a Vice-Chair, a Secretary, a Treasurer and a Past Chair. Additional Officers, as deemed necessary by the Authority, shall not vote, and shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Authority.

4.2 Appointment and Term of Office

The officers of the Authority shall be elected by the end of November in an annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

4.3 Resignation

Any officer may resign at any time by delivering written notice to the Chair, the Secretary, or the registered office of the Authority, or by giving oral notice at any meeting of the directors. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4 Chair

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

4.5 Vice-Chair

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

4.6 Treasurer

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The Treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the Authority from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The Treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

4.7 Secretary

The Secretary shall issue, or cause to be issued, notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the Authority's books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

4.8 Past Chair

The Past Chair shall serve on the Authority's Executive Committee, if so created and existing, and shall provide guidance and historic perspective to the Executive Committee during the one-year period after his or her term as Chair, and shall perform other such duties as the board shall require. If the Past Chair's board term has otherwise expired, this requirement shall not compel extending his or her term on the board. If the term has ended, the Past Chair may participate on the Executive Committee as a non-voting "guest," but is not otherwise compelled to do so.

4.9 Temporary Transfer of Powers and Duties

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

5.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

5.4 Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Board of Directors may authorize any officer or officers, agent or agents, with signature rights to the account.

5.5 Loans to Directors and Officers

No loans shall be made by the Authority to any officer or to any director.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and, if desired, any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

6.2 Fiscal Year

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

6.3 Copies of Resolutions

Any person dealing with the Authority may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors when such records are certified by the Chair or Secretary.

6.4 Amendments to these Bylaws

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the two-thirds affirmative vote of the Board of Directors in so much as they are consistent with the Agreement and Charter.

6.5 Form of Seal

The seal of the Authority shall be in such form as the directors shall determine.


6.6 Voting Requirement

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.5.1.

SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of the Authority, hereby certifies that these bylaws are the bylaws of the University District Public Development Authority, adopted by resolution of the directors on 4th day of June, 2019.

DATED this 25 day of November, 2019.


Secretary

ATTACHMENT "A"

Geographic Boundaries of the Revitalization Area

The boundaries of the Spokane University District Revitalization Area are described as follows:

Beginning at the intersection of the South right-of-way ("ROW") line of Trent Ave. and the east ROW line of Hogan St. then westerly along said south ROW line to the intersection of the west ROW line of Hamilton St.. Then north along the west ROW line to the intersection of the North ROW line of Trent Ave.. Then east along that north ROW line to the west edge of the Spokane River. Then Northeasterly following the edge of the Spokane River to the intersection of the south ROW line of Cataldo Ave. extended. Then East along the south ROW extended to the center of the Spokane River. Then following the center of the Spokane River more or less northeasterly direction to the north ROW line of Sharp Ave. Extended. Then westerly along said ROW line of Sharp Ave. to the intersection of the west ROW line of Superior St. Then north along ROW line of Superior to the south ROW of the alley between Sharp and Sinto Aves. Then west along said alley ROW to the east ROW of Dakota St. Then north along the east ROW line to the South ROW line of Sinto Ave. Then west along the south ROW line of Sinto Ave. to the west ROW line of Standard St. Then south along said west ROW line to the south ROW line of the alley between Sharp and Sinto Aves. Then west along the alley ROW line to the intersection of the east ROW line of Division St. Then Southwesterly across Division St. to the north east property corner of the property addressed as 1301 N Division St., parcel # 35181.0716 and further described as lots 5-6 Block 63 together with the 10 FT vacated strip lying east of and adjacent of said lots in Central Addition in the City of Spokane. Then along the northern property line of said parcel to the east ROW line of the Alley between Division St. and Atlantic St. The south along the alley ROW to the intersection with the north ROW line of Cataldo Ave. Then southerly across Cataldo Ave. to the northwest property corner of the property Addressed as 909 N Division St., parcel #35181.0037 and further described as Being a portion of the Northeast ¼ except for the Division St. ROW of 18-25-43 Track F of CITY SP 91-07, AUD #9112230109, in the City of Spokane. Then southerly along the west property line of said parcel to the southwest corner of the parcel. Then west along the north property line of parcel number 35181.0040, addressed 829 N Division St., to the northwest property corner of said Parcel Number 35181.0040. Then south along the west property line of that same parcel to the southwest corner of said parcel. Then east along the southern property line of that same parcel extended to the center of the ROW of Division St. Then South along said ROW of Division St. to the intersection of the ROW of Olive Ave. Then still following the center line of the ROW of the Arterial south and west to intersect and join the ROW of Spokane Falls Blvd to the west ROW of Browne St. Then south on Browne St. with the actual boundary of the Revitalization Area being the west property lines of the Parcels that are west of and adjacent to Browne St., to the intersection of Browne St. and the north ROW line of Interstate Highway I-90. Then east from the southwest corner of the parcel west of and adjacent to the west ROW line of Browne St. to the center line of the ROW of Browne St. Then South along the Center line

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of the ROW of Browne to the intersection of the south ROW line of 4th Ave. Then following said south ROW of 4th Ave. easterly through the curve and continuing easterly along the center line of 5th Ave. to the center ROW line of Sherman Ave. Then North along said ROW of Sherman St. to the north edge of the ROW of Inter-State Highway I-90. Then easterly and following the ROW takes along said North ROW of Inter-State Highway I-90 to the intersection of the center line of the ROW of Arthur St. Then Northeasterly to the intersection of the north ROW line of 2nd Ave. (upper) and the east ROW line of Perry St. Then west along the north

ROW line of 2nd Ave. extended to the intersection of the easterly ROW line of the Hamilton St. access corridor. Then northwesterly following the ROW of Hamilton St. access corridor to the intersection of the east ROW of Erie St. extended. Then North along the east ROW line of Erie St. extended across the Railroad to the northern property line of the Railroad. Then northeasterly along said Railroad property line to the southwest corner of parcel number 35163.2306 addressed as 321 N Helena St. Then North along the west property line of said parcel 35163.2306 to the northwest corner of said parcel. Then northerly across Front Ave. to the intersection of the north ROW of Front Ave. and the East ROW of Hogan St. Then North along Said East ROW line of Hogan St. to the point of beginning.

C-34470

**AMENDED CHARTER OF THE
UNIVERSITY DISTRICT
PUBLIC DEVELOPMENT AUTHORITY (UDPDA)**

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**AMENDED CHARTER OF THE
UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY**

ARTICLE 1: Name and Seal

Section 1.1: Name

The name of this Authority shall be the University District Public Development Authority (the "Authority").

Section 1.2: Seal

The Authority's seal shall be in such form as the directors shall determine.

ARTICLE 2: Authority and Limit on Liability

Section 2.1: Authority

The Authority is a public authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2: Limit on Liability

The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City of Spokane, Washington (the "City") or County of Spokane (the "County") , its assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3: Mandatory Disclaimers

The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 - .755 and RCW 35.21.757 - .759. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

ARTICLE 3: Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Agreement between the City and County.

ARTICLE 4: Purpose

The City of Spokane hereby delegates to the Authority the responsibility to undertake, assist with and otherwise facilitate the acquisition, construction, installation, operation and management of the public improvements authorized by Ordinance C34470 consistent with the interlocal agreement entered into between the City and the Authority.

Additionally, purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County, and to facilitate or provide for the public improvements associated with development projects, the Authority will undertake and accomplish all activities necessary or convenient for the planning, operation and implementation of public improvements associated with specific development projects. Subject to Ordinance C34470, the Authority may initiate and execute agreements to finance and improve eligible public improvements within the University District Revitalization Area utilizing revenue mechanisms described therein. Expenses associated with administering the Authority may be funded by revenue generated by Ordinance C34470 consistent with state law and the interlocal agreement between the City and the Authority.

Additionally, to the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects, which by agreement of the City and County, may extend beyond the geographical boundaries of the PDA.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City of Spokane and Spokane County (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE 5: Powers

Section 5.1: Powers

The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2 Powers Generally

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes

for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
 - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
 - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;

- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:
 - 1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
 - 2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;

- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;
- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

The Authority shall also administer and implement the University District Revitalization Area (UDRA) program authorized by RCW 39.104 (Local Revitalization Financing), created by RCW 82.14.505 (Local Revitalization Financing Demonstration Projects) and implemented by City Ordinance C34730 (Creating Spokane University District Revitalization Area) as well as revenues collected for the UDRA by the City under SMC Chapter 8.17 and City Ordinance C34470.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
 - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.

2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.

C. Use of Funds.

1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:
 - a. do not constitute a substantial part of the Authority's activities; and
 - b. are not specifically limited in its Charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any

claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:

- a. in good faith on behalf of the Authority, and
 - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
 5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities as aforesaid.
- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in the SMC. Nothing in the Authority's Charter and Bylaws may contradict state law, the SMC or the interlocal agreement entered between the City and the Authority.

Section 5.2: Indemnification

To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to

which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE 6: Governance/Administrative Board

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) Formation. There shall be seven (7) voting directors of the Authority. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO, all other directors shall be voting members of the UDDA Board of Directors.

The Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members (4):
 - i. One County appointment comprised of either an elected official or an administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of the Council President and a senior administrative staffer.
 - iii. The CEO of the UDDA.
 - iv. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.
- b. Elected UDDA Board Directors (2):
 - i. Two UDDA directors selected by the UDDA board from their elected membership.
 - ii. Unless removed in accordance with this Agreement, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- C. Jointly Selected Board Director (1)

- i. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors. However, and notwithstanding the provisions in Section (1) C. i. above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.
- ii. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section (1) above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

Section 6.4: Officers and Division of Duties

The Authority shall have four (4) officers. The same person shall not occupy both the office of Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice Chair, Secretary and Treasurer. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by City ordinance, and shall have stewardship for management and determination of all corporate affairs.

Section 6.5: Committees

In addition to the provision of an Executive Committee as outlined in Section 6.6 below, the officers shall have the ability to appoint advisory committees to the Authority. The appointment of other committees shall be provided for in the Bylaws.

ection 6.6: Executive Committee

The Bylaws may provide for an Executive Committee, which shall be appointed and or removed by the Board, and shall have and exercise such authority of the Board in the management between meetings of the Board as may be specified in the Bylaws.

Section 6.7: Removal of Board Member

Permanent board members may only be removed by their appointing authority except in the case where they hold their position as an ex-officio member in which case they shall hold the position while in the ex-officio position. Elected UDDA board members may be removed by majority vote of the UDDA elected membership. The Jointly selected board member may be remove by majority vote of the four Permanent board members.

Vacancies created under this section are filled in the same manner as provided in section 3.10.3 of the bylaws.

The term of any member nominated and confirmed pursuant to this section begins at the expiration of the term of the member being replaced and continues until the regular expiration of the term of the position being filled.

ARTICLE 7: Meetings

Section 7.1: Board Meetings

The Board shall meet as necessary but not less than six (6) times a year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2: Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3: Parliamentary Authority

The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4: Minutes

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office, at meetings and with the City Clerk a compilation of all minutes and proceedings of the Board and resolutions of the Board.

ARTICLE 8: Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law, or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

ARTICLE 9: Amendments to Charter and Bylaws

Section 9.1: Proposals to Amend Charter and Bylaws

Any Board member may introduce a proposed amendment to the Charter or to the Bylaws (which may consist of new Bylaws) at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2: Vote Required for Amendments to Charter or Bylaws

Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3: City Council and Spokane County Board of County Commissioners' Approval of Proposed Charter Amendments

Proposed Charter amendments adopted by the Board shall be submitted to the City Council and Board of County Commissioners for adoption and approval. The power to alter, amend or repeal the bylaws and adopt new ones is vested in the board.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners. The bylaws may contain any provisions for the regulation and management of the affairs of the authority not inconsistent with law or this Charter.

ARTICLE 10: Commencement


The Authority shall commence its existence effective upon approval of its Charter by the City Council and Board of County Commissioners of Spokane, Washington. The Charter shall be issued in duplicate originals, each bearing the City's official seal attested by the Clerk as well as the County's official seal attested by the County Clerk. One original shall be retained by each Clerk and filed as a public record; a duplicate original shall be provided to the Authority. The City Clerk shall give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE 11: Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the SMC, and the Bylaws.

ARTICLE 12: Approval of Charter

APPROVED by Ordinance No. 35828 adopted by the City Council of the City of Spokane, Washington on November, 4 2019.



Council President 

ATTEST:

[Signature]
City Clerk



Approved as to form:
[Signature]
Assistant City Attorney

APPROVED by Resolution No. _____ adopted by the Board of County Commissioners of Spokane County, Washington on _____, _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

APPROVED by Resolution No. 19-1392 adopted by the Board of County Commissioners of Spokane County, Washington on October 8, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney
MARY L. KUNEY, Chair

Al French
AL FRENCH, Vice Chair

Josh Kerns
JOSH KERNS, Commissioner



Attest:

Approved as to form:

GINNA VASQUEZ
GINNA VASQUEZ
Clerk of the Board

John F. Dussally
Deputy Civil Prosecuting Attorney