

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 28, 2013

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL BRIEFING SESSION-3:30 P.M.
COUNCIL CHAMBERS
CITY HALL

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M.
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Contract Extension with Alternative Service Concepts, LLC (Nashville, TN) for liability claims administration from February 1, 2013 through October 31, 2013—\$201,549.79 | Approve | OPR 2008-0050 |
| 2. Change Order No. 1 to contract with McKinstry Essentions, Inc. for lighting upgrade at East Central Community Center and Property Evidence Facility—\$101,269. | Approve | OPR 2009-0978 |
| 3. Contract with Spokane Transit Authority for employee bus pass program for 2013—\$58,930. | Approve | OPR 2013-0050 |
| 4. Memorandum of Agreement with Spokane County regarding the reconciliation of wastewater treatment charges and payments—\$3,000,000. | Approve | OPR 2013-0051 |
| 5. Interlocal Agreement with Spokane County, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority, Spokane Airport Board and other cities and towns within | Approve | OPR 2013-0052 |

Spokane County to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area.

6. Report of the Mayor of pending:
- | | | |
|---|------------------------------------|---------------|
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2013-0002 |
| b. Payroll claims of previously approved obligations through _____: \$_____. | | CPR 2013-0003 |
-

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

TOWN HALL SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|--|
| RES 2013-0003 | Supporting a change of Washington State Law to reduce firearm violence. |
| RES 2013-0004 | Regarding the Second Amendment right to keep and bear arms. (Expresses affirmation of constitutional rights to keep and bear arms and opposes the enactment of any legislation that would infringe upon these rights.) |
| RES 2013-0005 | Amending the City Council Rules of Procedure (Rule 1.2 Duty of Mutual Respect). |

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

ORD C34955 Relating to marijuana; amending SMC Sections 1.05.210, 10.14.170, 10.14.220 and 10.15.100; and adopting a new Section 10.02.065 to Chapter 10.02 and a new Section 10.15.220 to Chapter 10.15 of the Spokane Municipal Code. (Sponsor requests motion to defer First Reading of this Ordinance to February 4, 2013, Agenda.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

NEIGHBORHOOD REPORTS

Motion to Approve Advance Agenda for January 28, 2013
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The January 28, 2013, Regular Legislative Session of the City Council is adjourned to Monday, February 4, 2013.

NOTES

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

OPR 2008-0050

Renews #**Submitting Dept**

FINANCE

Cross Ref #**Contact Name/Phone**

TIM DUNIVANT 625-6845

Project #**Contact E-Mail**

TDUNIVANT@SPOKANECITY.ORG

Bid #

3430-07

Agenda Item Type

Contract Item

Requisition #

CR 13103

Agenda Item Name

0410 - ASC CONTRACT EXTENSION LIABILITY CLAIMS ADMIN

Agenda Wording

Nine month contract extension with Alternative Service Concepts, LLC (ASC), Nashville, TN, for liability claims administration. This extension period is February 1, 2013, through October 31, 2013.

Summary (Background)

ASC has administered liability claims for the City of Spokane since 2002. ASC has agreed to this nine month extension under the same terms/conditions as the current contract. There will be a formal Request for Proposals in the spring of 2013 for our liability claims administration. This will allow the administration time to conduct a comprehensive review of qualified firms and bring forward a multi-year contract proposal later this summer for the City's liability claims administration.

Fiscal Impact**Budget Account**

Expense \$ 201,549.79

5800-78100-14710-54620-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

DUNIVANT, TIMOTHY

Study Session**Division Director**

COOLEY, GAVIN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

tdunivant@spokanecity.org

For the Mayor

SANDERS, THERESA

gcooley@spokanecity.org

Additional Approvals

rkokot@spokanecity.org

Purchasing

mlesesne@spokanecity.org

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and ALTERNATIVE SERVICE CONCEPTS LLC, whose address is 2501 McGavock Pike, Suite 802, Nashville, Tennessee 37214, as "ASC".

WHEREAS, the parties entered into a contract wherein ASC agreed to provide claims management services; and

WHEREAS, the current contract expires January 31, 2013; and staff, due to time constraints and internal reorganizations, has not prepared a request for proposals for a new contract; and

WHEREAS, the parties would like to extend the current contract for an interim period; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated February 13 and 20, 2008, any previous amendments, addendums and/or extensions / renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein
2. EXTENSION. The contract documents are hereby extended and shall run through October 31, 2013.
3. COMPENSATION. The City shall pay ASC a maximum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED FORTY NINE AND 78/100 DOLLARS (\$201,549.78) for everything furnished and done under this contract extension.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ALTERNATIVE SERVICE CONCEPTS
LLC

E-Mail address, if available:

By: _____

Title: _____

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

01/28/2013

<u>Date Rec'd</u>	1/16/2013
<u>Clerk's File #</u>	OPR 2009-0978
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR13102

<u>Submitting Dept</u>	FINANCE
<u>Contact Name/Phone</u>	JASON 625-6068 FAULKNER
<u>Contact E-Mail</u>	JFAULKNER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5600 - EECBG MECHANICAL & LIGHTING UPGRADE CHANGE ORDER NO. 1

Agenda Wording

Lighting upgrade at East Central Community Center and Property Evidence Facility.

Summary (Background)

In September 2009, the City of Spokane received \$1,986,200 of ARRA stimulus funds which was earmarked for energy efficiency and conservation upgrades based on a comprehensive energy audit. McKinstry Northwest is a state approved energy conversation company that was selected to manage the City's energy projects. At the end of the initial project phase, there were additional ARRA funds remaining so two additional lighting projects were selected.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 101,269.00	#	1360-93630-94000-56203-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DOLAN, PAM	<u>Study Session</u>	11/23/2009
<u>Division Director</u>	COOLEY, GAVIN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

CITY OF SPOKANE
CHANGE ORDER NO. 1

NAME OF CONTRACTOR: McKinstry Essentions, Inc.
PROJECT TITLE: EECBG Mechanical & Lighting Upgrade
CITY CLERK CONTRACT NUMBER: OPR 2009-0978

=====

DESCRIPTION OF CHANGE: AMOUNT: \$96,000

Lighting upgrade at East Central Community Center and Property Evidence Facility.

=====

TOTAL AMOUNT: \$ _____

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$1,286,200
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$0.00
CURRENT CONTRACT AMOUNT	\$1,286,200
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$96,000
REVISED CONTRACT SUM	\$1,382,200

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	12/31/2012
CURRENT COMPLETION DATE	12/31/2012
REVISED COMPLETION DATE	12/31/2012

Contractor's Acceptance:  Date: 1/9/13

City Approval:  Date: 1/11/13

Attest: _____ City Clerk

Pre-Approved as to form: Barbara Burns, Assistant City Attorney

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

OPR 2013-0050

Renews #**Cross Ref #**

OPR 2012-0269

Submitting Dept

FINANCE

Contact Name/Phone

GAVIN COOLEY X 6585

Project #**Contact E-Mail**

GCOOLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 13100

Agenda Item Name

CONTRACT WITH SPOKANE TRANSIT AUTHORITY FOR YEAR 2013

Agenda Wording

The purpose of this agreement is to continue a pass program authorizing City employee use of STA services upon presentation of a valid City picture identification card in accordance with the terms and conditions of this Agreement.

Summary (Background)

The City of Spokane and Spokane Transit Authority share the desire to reduce single occupant vehicle commute trips and improve the mobility of City employees to and from the workplace of the City of Spokane and so the purpose of this agreement is to continue a pass program authorizing City employee use of STA services upon presentation of a valid City picture identification card in accordance with the terms and conditions of this Agreement.

Fiscal Impact**Budget Account**

Expense \$ 58,930

0020-88400-19990-54201

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

COOLEY, GAVIN

Study Session**Division Director**

COOLEY, GAVIN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lwilliams@spokanecity.org

For the Mayor

SANDERS, THERESA

mcurtis@spokanetransit.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State municipal corporation whose address is 1230 West Boone Avenue, Spokane, Washington 99201, as "STA," jointly referred to as "Parties."

WHEREAS, the Parties share the desire to reduce single occupant vehicle (hereinafter referred to as "SOV,") commute trips and improve the mobility of City employees to and from the workplace of the City of Spokane; and

WHEREAS, STA is authorized to provide public transportation and generally promote alternatives to SOV community in Spokane City; and

WHEREAS, the City desires to continue providing incentives and benefits to its employees which promote non-SOV commuting to and from the City workplace; and

WHEREAS, the Parties desire to continue a pass program that is used by City employees to access STA services; -- Now, Therefore,

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to continue a pass program authorizing City employee use of STA services upon presentation of a valid City picture identification card in accordance with the terms and conditions of this Agreement.

2. RESPONSIBILITIES.

A. City's Responsibilities.

- 1) Eligible Recipients. For purposes of this Agreement "Eligible Recipients" shall be defined as any City of Spokane employee who qualifies for and receives a valid fare instrument to use on STA services.
- 2) The City will utilize fare media for use on STA vehicles. The City will provide each employee with a valid fare instrument that the employee will utilize to ride the vehicles.
- 3) Worksite Activities. The City will inform STA of upcoming worksite activities that may affect the level of rider services delivered by STA. Notice will be provided at least thirty (30) days in advance.
- 4) The City will provide a listing to STA each month, identifying all eligible recipients for that month. This listing will be generated using the official employee roster for the City and will be forwarded to the designated

established rate for each route in STA's system. The City of Spokane will be billed monthly for the previous month's trips. Payment will be remitted to STA within ten (10) business days following receipt of the monthly bill.

For the 2013 Agreement, the "not to exceed" annual fee shall be \$58,930. Actual monthly ridership may result in the cost of the contract to be lower than the "not to exceed" fee.

- B. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month the payment remains due.

5. COMMUNICATIONS AND DESIGNATED REPRESENTATIVES.

- A. Any changes, modifications, amendments, or extensions, to this Agreement shall be made in writing and directed to the following:

City of Spokane
Laura Williams
7th Floor, City Hall
808 West Spokane Falls Blvd.
Spokane, Washington 99201

Spokane Transit Authority
Mark Curtis
Customer Service Manager
701 West Riverside Avenue
Spokane, Washington 99201

A Party may change its designated representative by providing written notice to the other Party.

- B. Notices. Any notice required to be given under the terms of this Agreement shall be directed by certified mail, return receipt requested, to the persons signing this Agreement, with copies to the Parties' designated representative at the addresses listed above, as may be revised from time-to-time. Notice shall be considered issued and effective upon receipt by the addressee.

6. COMPLIANCE WITH LAWS. Each Party shall comply with all applicable federal, state, and local laws and regulations.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Parties hereto and their successors and assigns. Both Parties however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other Party.

8. ENTIRE AGREEMENT AND AMENDMENT.

- A. Entire Agreement. This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

B. Amendments and Modifications. This Agreement may be amended or modified only by written instrument signed by the Parties hereto.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 this Agreement.
10. TERMINATION FOR DEFAULT. Any Party may terminate this Agreement for default in the event the other Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a *Notice of Termination* by certified mail, return receipt requested, on the other Party setting forth the manner in which the Party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice; provided, however, the termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.
11. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
12. APPLICABLE LAW, FORUM. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. In the event that any litigation may be filed between the Parties regarding this Agreement, the City and STA agree that personal jurisdiction and venue shall rest in the Superior Court of Spokane County.
13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
14. AUDIT / RECORDS. STA and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. STA and its subcontractors shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. LEGAL RELATIONS.

A. No Partnership and No Third Party Beneficiaries. It is agreed by the City and STA that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

B. Remedy. The sole remedy for either Party is termination. No other remedy in damages or equity is intended by this Agreement.

16. SAVINGS CLAUSE. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law or regulation, the remaining provisions shall continue in full force and effect. Both Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

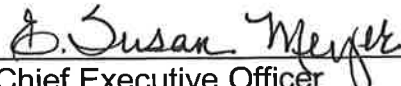


Assistant City Attorney

Dated: Jan 10, 2013

SPOKANE TRANSIT AUTHORITY

E-Mail address, if available:

By: 

Chief Executive Officer

Attest:



Clerk of the Authority

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

OPR 2013-0051

Renews #**Submitting Dept**

PUBLIC WORKS & UTILITIES

Cross Ref #

CR13107

Contact Name/PhoneGERRY 625-6326
GEMMILL**Project #****Contact E-Mail**

GGEMMILL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**MOA WITH SPOKANE COUNTY FOR RECONCILIATION OF WASTEWATER
TREATMENT CHARGES**Agenda Wording**

Memorandum of Agreement between the City of Spokane and Spokane County regarding the reconciliation of wastewater treatment charges and payments.

Summary (Background)

The MOA establishes a mutually agreeable approach for establishing the annual wastewater use charge rate for future wastewater treatment billing purposes, effective retroactively to December 21, 2011 as outlined in the attached Memorandum of Agreement. The MOA settles any and all alleged wastewater treatment billing disputes and PILT charges prior to December 21, 2011 for a payment to Spokane County of \$3,000,000.

Fiscal Impact**Budget Account**

Expense \$ 3,000,000.00

4300-99999-99999-28810

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ROMERO, RICK

Study Session**Division Director****Other**

PWC 1/14/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

Return to: Spokane County Clerk of the Board
1116 West Broadway Avenue
Spokane, WA 99260

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SPOKANE AND
SPOKANE COUNTY REGARDING THE RECONCILIATION OF
WASTEWATER TREATMENT CHARGES AND PAYMENTS**

THIS MEMORANDUM OF AGREEMENT, made and entered into this _____ day of _____ 2013 by and between the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at Department of Wastewater Management, 909 East Sprague Avenue, Spokane, Washington 99202, hereinafter referred to as the “CITY”, and SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at Division of Utilities, 1026 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the “COUNTY”, jointly hereinafter referred to as the “PARTIES”.

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to the provisions of chapter 36.94 RCW, the COUNTY may construct, operate, and maintain a sewerage system as that term is defined in RCW 36.94.010(1); and

WHEREAS, pursuant to the provisions of chapter 35.92 RCW, the CITY may construct, operate, and maintain a sewerage system as defined within the chapter; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each entity may individually perform; and

WHEREAS, the CITY and COUNTY have a “City and County Wastewater Management Agreement, dated December 22, 1980, which contains five (5) amendments thereto, hereinafter collectively referred to as the “Wastewater Management Agreement”; and

WHEREAS, the Wastewater Management Agreement provides that the COUNTY will pay to the CITY the “cost of operation and maintenance of the City sewer utility ... based on the EPA approved sewer use ordinance and equitable sewer user charge distribution system.”; and

WHEREAS, the Wastewater Management Agreement further provides that the cost of operation and maintenance of that portion of the City system providing service to the County WWUSA shall include all labor, materials, administrative, legal, engineering, and other necessary operational expense of the sewer utility; and

WHEREAS, historically, the CITY has established an annual user charge rate for wastewater treatment, based on budgeted costs and the COUNTY has paid for wastewater treatment based on this calculation; and

WHEREAS, the CITY and COUNTY have reviewed financial records from 2005 to present and determined that past payments made by the COUNTY for its flows into the treatment facilities have exceeded the actual costs for treatment of the COUNTY flows; and

WHEREAS, the Wastewater Management Agreement further provides for an annual payment by the COUNTY to the CITY of a Payment in Lieu of Taxes (“PILT”), which is computed based on the payments made by the COUNTY for wastewater treatment each year; and as a result the PILT has been overpaid; and

WHEREAS, the CITY and COUNTY desire to settle **all** disputes regarding past wastewater treatment user charge rates, related wastewater treatment bills, and related PILT from December 22, 1980 to December 21, 2011; and

WHEREAS, the CITY and COUNTY have determined that a fair settlement of the past overpayments by the COUNTY for all times through December 21, 2011 includes a refund from the CITY to the COUNTY of Three Million Dollars (\$3,000,000.00), and cancellation of the COUNTY’s “PILT” payment to the CITY for the calendar year 2011. This represents a full and complete satisfaction of any and all alleged overpayments relevant to operations and maintenance and PILT charges encompassing all years prior to the date of this Agreement; and

WHEREAS, the CITY and COUNTY desire to establish a mutually agreeable approach for establishing the annual wastewater user charge rate for future wastewater treatment billing purposes, effective retroactively to December 21, 2011.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the CITY and COUNTY do hereby agree as follows:

1. **PURPOSE:** The purpose of this Memorandum of Agreement is for the PARTIES to set forth the terms and conditions for: (1) settling disputes over past wastewater user charge rates, related to all past wastewater treatment bills, and related to all past PILT payments; and (2) establishing a mutually agreeable approach for calculating the annual wastewater user charge rate for future wastewater treatment billing purposes.
2. **LUMP SUM PAYMENT:** The CITY will make a lump sum payment to the COUNTY in the amount of THREE MILLION DOLLARS (\$3,000,000.00) within thirty (30) days

following the effective date of this Memorandum of Agreement to completely and fully settle any and all alleged wastewater treatment billing disputes and PILT charges prior to December 21, 2011.

3. **SETTLEMENT OF ALL CLAIMS:** Each party releases, acquits, and forever discharges, the other party, its officers, agents, and employees, of and from any and all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, and all incidental and consequential damages on account of, or in any way arising out of any and all alleged wastewater treatment billing disputes and PILT charges prior to December 21, 2011. The PARTIES declare and represent that this is a full and final settlement of any and all claims and acknowledge that any alleged injuries sustained are/or may be permanent, progressive, and that recovery therefrom is uncertain and indefinite. Each party relied wholly upon its own judgment, belief and knowledge of the nature, extent, and duration of its injuries. This settlement is a compromise of a doubtful and disputed claim, and shall not be construed as an admission of liability by either party or any of its officers, agents, or employees, by whom liability is expressly denied. This release shall be binding upon and inure to the benefit of each party's heirs, legal representatives, and assigns.
4. **PILT:** The COUNTY will not make a PILT payment to the CITY for calendar year 2011. Commencing calendar year 2012, the COUNTY will resume making PILT payments to the CITY, consistent with provisions in the Wastewater Management Agreement, Amendment No. 5.
5. **CALCULATION:** Commencing December 21, 2011 (the beginning of the first monthly wastewater treatment billing period billed in year 2012) and continuing into the future, the following process will be used to calculate the annual wastewater user charge rate:
 - a. The PARTIES will use a "fixed rate" approach to establish the wastewater user charge rate to be applied to the COUNTY's wastewater flows to the CITY wastewater treatment facility commencing retroactively to December 21, 2011. Flow meters are generally read the third Wednesday of each month for the purposes of billing.
 - b. Monthly wastewater treatment bills from the CITY to the COUNTY will be computed by multiplying the monthly metered volume of wastewater by the applicable wastewater user charge rate.
 - c. The annual wastewater user charge rate for the period December 21, 2011 through December 19, 2012 will be ONE THOUSAND THREE HUNDRED EIGHTY TWO DOLLARS per million gallons (\$1,382.00 per MG).
6. **2012 CALCULATION:** The COUNTY has paid monthly bills to the CITY for wastewater treatment at the rate of \$1,525.17 per million gallons for the period starting December 21, 2011 to the effective date of this Memorandum of Agreement. Following the effective date of this Memorandum of Agreement, a credit will be provided by the

CITY to the COUNTY on the monthly billings to account for the difference between the rate charged during this period (\$1,525.17 per MG) and the agreed fixed rate for 2012 (\$1,382.00 per MG). The credit will therefore be the product of the volume of wastewater treated during the period multiplied by \$143.17.

- a. This credit will settle any and all wastewater treatment billing disputes for the period December 21, 2011 through the effective date of this Memorandum of Agreement.
 - b. After the effective date of this Memorandum of Agreement, the wastewater user charge rate applicable for 2012 (\$1,382.00 per MG) will be applied for the remaining billing periods in 2012.
7. **FIXED RATE CALCULATION:** The fixed rate approach for the wastewater user charge rate described hereinabove will be used for calendar years 2012 through 2015. Commencing 2013, a new annual wastewater user charge rate will be calculated as follows: the previous year's actual annual wastewater user charge rate, will be multiplied by the "Annual Average Over-the-Year Percent Increase" taken from the U.S. Department of Labor, Bureau of Labor Statistics table for the West-Size Class B/C Consumer Price Index, All Items, for All Urban Consumers (CPI-U) for the previous calendar year to determine the new rate.
8. **ANNUAL ADJUST:** Each January, following the meter readings on the third Wednesday and prior to the CITY's preparation of the January billing to the COUNTY, the CITY and COUNTY administrators for this Memorandum of Agreement shall review the index in the CPI-U table referenced hereinabove, and shall determine a new fixed rate.
9. **ADMINISTRATION:** The CITY hereby designates the City's Wastewater Management Director, as its representative for the purposes of administering the provisions of this Memorandum of Agreement. The COUNTY hereby designates the County's Utilities Director, as its representative for the purposes of administering the provisions of this Memorandum of Agreement.
10. **TERMINATION:** Neither Party may terminate this Memorandum of Agreement without the express written consent of the other Party, prior to the termination date provided herein. Any personal or real property acquired or used by either Party in meeting its responsibilities under the terms of this Memorandum of Agreement shall remain under the ownership of the acquiring Party upon termination of this Memorandum of Agreement.
11. **REQUIRED TERMS:** In accordance with the INTERLOCAL COOPERATION ACT, pursuant to RCW 39.34.030 (3) and (4), the PARTIES further agree:
 - a. Effective Date and Duration: This Memorandum of Agreement shall commence and be effective upon signature of both PARTIES and shall terminate December 31, 2015, unless mutually extended in writing by both PARTIES.

- b. Precise Organization of any separate entity created: No separate entity is created. Each Party shall continue to administer its own affairs subject to this Memorandum of Agreement as to any specific terms.
 - c. Purpose: Purpose of this Memorandum of Agreement is specified in Item 1, above.
 - d. Financing: Financing related to the Memorandum of Agreement is the responsibility of each individual Party.
 - e. Termination/Disposal of Property: Termination of this Memorandum of Agreement and disposal of property are specified in Item 13, above.
12. FILING: This Memorandum of Agreement shall be filed with the COUNTY Auditor in accordance with RCW 39.34.040.

Dated: _____

Board of County Commissioners of Spokane County

Shelly O'Quinn, Chair

ATTEST:

Al French, Vice-Chair

Clerk of the Board

Todd Mielke, Commissioner

Dated: _____

City of Spokane

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

OPR 2013-0052

Renews #**Cross Ref #**

OPR 2010-0590

Submitting Dept

CITY COUNCIL

Contact Name/PhoneNANCY 625.6256
MCLAUGHLIN**Project #****Contact E-Mail**

NMCLAUGHLIN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0320 SRTC INTERLOCAL

Agenda Wording

Interlocal with Spokane County, City of Spokane Valley, WA State Department of Transportation, STA, Spokane Airport Board, and other cities & towns within Spokane County, to form the SRTC, define its organization and powers, and its jurisdictional area

Summary (Background)

See Attached

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

Summary (Background):

The Spokane Regional Transportation Council (SRTC) was previously created pursuant to an interlocal agreement between the City of Spokane, Spokane County, the Washington State Department of Transportation, the Spokane Transit Authority, and several regional cities in Spokane County. The interlocal agreement was revised and restated in 2010 to define the organization and powers, update various federal and state regulations and address other aspects of the interlocal agreement as set forth in the amended agreement. The 2013 Revised interlocal agreement includes several changes, including expanding the SRTC Board membership to include the Spokane Airport Board as a full voting member who shall be the SIA's chief executive officer, adding the cities of Airway Heights, Cheney and Liberty Lake as individual voting members rather than a shared seat and shifting the STA voting from one member and one ex officio member to one voting member who shall be the Chief Executive Officer. Other revisions include providing for a weighted voting procedure to preserve the current voting weight of the three large agencies, changing the date for the submittal of the annual budget from August 1st to September 30th, and other minor updates and modifications to bring the agreement up to date and read more clearly.

Return To:

Spokane Regional Transportation Council
221 W. First Avenue, Suite 310
Spokane, WA 99201

AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, CITY OF SPOKANE VALLEY, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, SPOKANE TRANSIT AUTHORITY, SPOKANE AIRPORT BOARD AND OTHER CITIES AND TOWNS WITHIN SPOKANE COUNTY, TO FORM THE SPOKANE REGIONAL TRANSPORTATION COUNCIL, DEFINE ITS ORGANIZATION AND POWERS, AND ITS JURISDICTIONAL AREA.

THIS AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington, hereinafter referred to as the "County," the City of Spokane, a municipal corporation of the State of Washington, the City of Spokane Valley, a non-charter code city of the State of Washington, the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as "WSDOT," the Washington State Transportation Commission, hereinafter referred to as "WSTC", the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as "STA," Spokane Airport Board, a joint operation of the County and City of Spokane, hereinafter referred to as "SAB" and other incorporated towns and cities located within Spokane County, hereinafter referred to as "Other Members," jointly, along with the County, City of Spokane, STA and WSDOT are collectively referred to as the "Members."

W I T N E S S E T H:

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

WHEREAS, on July 6, 2012, the President of the United States signed the Moving Ahead for Progress in the 21st Century Act (MAP-21), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the

foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, in 1962, Federal transportation legislation required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington, shall develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; provided each RTPO shall have as members the county and at least sixty percent of the cities and towns within the RTPO's boundaries, representing a minimum of seventy-five percent of the cities' and towns' population; and

WHEREAS, each RTPO formed by local governments shall create a transportation policy board to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

WHEREAS, among other duties, each RTPO shall: (i) develop and periodically update a regional transportation plan in cooperation with the State Department of Transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region and shall (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the organization; and

WHEREAS, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

WHEREAS, pursuant to the above referenced state and federal laws, the Members are desirous of establishing a regional transportation council ("Council") to carry out the responsibilities of the MPO as provided in Federal Transportation legislation as well as other responsibilities determined by the Council.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Agreement, it is agreed among the Members:

Section 1: **NAME/ORGANIZATION**

A voluntary association and joint board, comprising representatives of the County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation (WSDOT), Washington State Transportation Commission (WSTC), Spokane Transit Authority (STA), Spokane Airport Board (SAB) and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the "Council."

Section 2: **PURPOSE**

Recognizing that coordinated transportation planning of the County, Cities and Towns, WSDOT, WSTC, STA, SAB and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Council is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, WSTC, STA, SAB or Other Members, but is intended to meet the prerequisites of United States Code Titles 23 and 49, and RCW Chapter 47.80.

Section 3: **POWERS AND FUNCTIONS**

The functions, responsibilities, and powers of Council shall be as follows:

- (a) To perform the functions of a Transportation Management Area (TMA) for the metropolitan area, which includes those functions set forth in the MAP-21 legislation of July 6, 2012, and related rules, as amended to implement MAP-21 as well as those functions, which may be required hereinafter by subsequent Federal Transportation legislation.
- (b) To perform the functions of a Metropolitan Planning Organization (MPO) as set forth in Title 23 United States Code and Title 49 United States Code as currently adopted or as amended, and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended.

- (c) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
- (d) To prepare and update a Metropolitan Transportation Plan pursuant to 23 CFR Parts 450 and 500 and 49 CFR Part 613.
- (e) To engage in regional transportation planning.
- (f) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Metropolitan Transportation Plan.
- (g) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council.
- (h) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (i) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
- (j) To create committees as necessary, to advise the Board on regional transportation related matters. At a minimum this shall include:
 - a. the Transportation Advisory Council (TAC) whose composition and responsibilities shall be defined by the Board.
 - b. the Transportation Technical Committee (TTC) whose composition and responsibilities shall be defined by the Board.
- (k) To comply with the Transportation Planning requirements set forth in the Washington State Growth Management Act, and Ch. 47.80 RCW, consistent with Spokane County County-wide Planning Policies.
- (l) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the Council and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas of Spokane County, Washington, and may include contiguous areas across county or state boundaries as deemed appropriate and which meet the criteria of State and/or Federal Transportation legislation.

Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Board") of the Council, presently consisting of fourteen (14) voting persons, shall be established by the following thresholds:

- (a) Jurisdictions under 5,000 people - One (1) person jointly selected by jurisdictions with populations fewer than 5,000 people. The person selected shall be an elected official from a small town/city;
- (b) Jurisdictions between 5,001 and 50,000 people – Three (3) persons separately selected by the City of Airway Heights, City of Cheney and City of Liberty Lake. The persons selected shall be elected officials;
- (c) Jurisdictions between 50,001 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official;
- (d) Jurisdictions over 100,001 people – two (2) persons appointed by each respective governing body, who shall be elected officials; (The population of Spokane County includes the population of its cities and towns);
- (e) One (1) person from STA, who shall be the STA Chief Executive Officer or his or her designee;
- (f) Two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation and appointed by the Secretary of Transportation, and one (1) from the Washington State Transportation Commission appointed by the Chair of the Commission;
- (g) One (1) person who represents a major employer, with preference for a provider of private sector transportation services within the region who shall be appointed by a majority vote of the Board; and
- (h) One (1) person representing SAB, who shall be the Chief Executive Officer or his or her designee.

(i) There shall be three (3) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

(1) One (1) person representing Rail; who shall be appointed by the Members; and

(2) The Chair of the TTC

(3) The Chair of the TAC

(j) Pursuant to RCW 47.80.040, all legislators whose districts are wholly or partially within the designated boundaries of the Council, are considered ex officio (non-voting) members of the Board.

(k) All Board appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as appropriate) and whose name has been placed on record with the Council. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

(l) The Board shall elect a Chair and Vice-Chair ("Officers") by majority vote of the Board. Only representatives who are elected officials may be Officers. To be eligible for the Chair position, the Board Member shall have served on the Board for at least one (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers.

(m) A Board Member who, during a calendar year, has three (3) unexcused absences from regular Board meetings shall be automatically removed from the Board, without further action.

Section 6: MEETINGS AND VOTING

The Council shall hold regular monthly Board meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Board. All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the

Council's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board, or by amendment to this Agreement as provided herein.

All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. Voting Board members shall be entitled to one vote. Provided, however, that the following enumerated actions shall take an affirmative vote of a majority of the voting membership of the Board:

- (a) Approval of the annual budget expenditure division among the Members;
- (b) Purchase, sale or disposition of real property; and
- (c) Addition of new members.

The appointment or discharge of the Executive Director shall require the affirmative vote of ten (10) Board members.

To provide for a measure of proportionate representation within a jurisdiction, the Council adopts a weighted voting process.

A weighted vote may be requested by any two Board members. A weighted vote shall be requested either prior to the vote on the proposed motion or after the vote but prior to the Board taking action on a subsequent agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter with the weight of each vote calculated according to the percentages set forth in Table 1 on the following page. If the weighted vote achieves greater than fifty percent (50%) of the vote, the weighted vote shall take precedence over a prior non-weighted vote. A weighted vote may not be requested for items (a)-(c) above.

Section 7: STAFF AND SUPPORT

The Board shall determine the positions, duties and working conditions of employees as necessary to conduct the work programs of the Council consistent with this Agreement. An Executive Director shall be appointed by and serve solely at the pleasure of the Board. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board. The Board shall approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot

Table 1
SRTC Board Majority Vote and Weighted Vote Calculations

Jurisdiction	Majority Vote	% of Vote	Weighted Vote (1.286)²	% of Weighted Vote
Airway Heights	1	7.14%	1.000	6.48%
Cheney	1	7.14%	1.000	6.48%
Cities and towns under 5,000 ¹	1	7.14%	1.000	6.48%
Liberty Lake	1	7.14%	1.000	6.48%
Private Sector Transportation	1	7.14%	1.000	6.48%
Spokane - Member 1	1	7.14%	1.286	8.33%
Spokane - Member 2	1	7.14%	1.286	8.33%
Spokane County - Member 1	1	7.14%	1.286	8.33%
Spokane County - Member 2	1	7.14%	1.286	8.33%
Spokane Airport Board	1	7.14%	1.000	6.48%
Spokane Transit Authority	1	7.14%	1.000	6.48%
Spokane Valley	1	7.14%	1.286	8.33%
State Transportation Board	1	7.14%	1.000	6.48%
WSDOT	1	7.14%	1.000	6.48%
	14	100.00%	15.430	100.00%

¹ Small cities and towns under 5,000 in population share a single vote on the SRTC Board. These jurisdictions include Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, and Waverly.

² When a weighted vote is called, each vote for representatives from the City of Spokane, the City of Spokane Valley, and Spokane County are weighted by 1.286. This weighted vote formula was established to preserve the voting weight for these three agencies from the 2010 Interlocal Agreement.

be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair.

Unless otherwise determined by the Board, employees are at-will and shall be hired and discharged by, and work under the direction of, the Executive Director.

The Board may arrange for support services such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

Pay schedules shall be set by the Board consistent with responsibilities performed and the demand for such personnel in public and private industry, with due consideration to pay schedules for like positions in Member agencies.

Section 8: WORK PROGRAM AND ANNUAL BUDGET

The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken by the Council. The Executive Director or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs, appropriations and expenditures to each member.

The Board shall submit the proposed work program and budget to the Members by September 30 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year. Members from jurisdictions identified in Section 5(a) that have not previously been required to contribute funds toward the annual budget and Members who have annual assessments increased by more than fifteen percent (15%) shall be given written notice one (1) year in advance of a proposed budget assessment.

Following a request from a Member to perform services on a specific project, not identified in the work program, the Board may impose a special assessment on the requesting Member. The special assessment shall be: (a) reasonably determined by the Board and (b) reimburse the costs and expenses associated with the specific project.

The annual budget and/or work program of the Council may be amended by vote of the Board, provided such amendment does not require additional budget appropriation in excess of the amounts established in the second

paragraph of this Section 8, by the Members. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: **ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

It is anticipated that most projects and programs of the Council will involve mutual benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as recommended by the Board and approved by the Members in the budget approval process. Any additional agency joining the Council as a Member, shall contribute as agreed with the Board. Additional contributions to the Council budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member after approval of the proposed Council budget shall submit its payment on or before January 20 of the budget year. The funds of such joint operation shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Member as so agreed upon by the Members; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. The funds shall be used in accordance with the adopted budget and work plan.

The Executive Director may make expenditures in accordance with the approved Council budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

Payment of all claims shall be signed by the Executive Director or designee, and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment by the City of Spokane or as arranged by the Board.

Section 10: **REAL AND PERSONAL PROPERTY**

The Council may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of real and personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply real and personal property, personnel and

services to the Council or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

The Council may not acquire or use real property to operate a transportation system.

Section 11: **INSURANCE**

The Council shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Council, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

Section 12: **INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS**

Cities and County Planning Commissions shall continue their respective functions as provided by charter and/or State law, including preparation of Cities' and County Comprehensive Plans, to which the Metropolitan Transportation Plan and Regional Transportation Improvement Plan shall be coordinated, and administering the zoning, subdivision and similar implementing controls as may be assigned them by their respective legislative bodies.

The successful execution of Council duties and responsibilities in preparing a Metropolitan Transportation Plan and Regional Transportation Improvement Plan, in coordination with state and local plans, requires comprehensive plans be prepared and kept up-to-date by the City, County, and Other Members for their respective jurisdictions.

Section 13: **AMENDMENTS AND NEW MEMBERS**

This Agreement may be amended by unanimous consent of the Members' governing bodies, except WSDOT may take action through its Secretary. Upon majority consent of the voting Members, new members may join the Council upon written acceptance of the terms of this Agreement.

Section 14: **TERMINATION OF MEMBERSHIP**

The Cities, County, STA, SAB, WSDOT, WSTC, or Other Members of the Council may terminate membership in the Council by giving written notice to the Council prior to August 1 of any year for the following year.

Section 15: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede the following Agreements:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

Section 16: EFFECTIVE DATE and Binding Agreement

The effective date of this Agreement shall be upon ratification of this Agreement by the County and, at least, sixty percent (60%) of the cities and

towns within the Council area that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns.

**Section 17: METROPOLITAN PLANNING ORGANIZATION (MPO)
DESIGNATION**

The execution of this Agreement by the Members is not intended to act as a revocation of the MPO or constitute a substantial change in authority or responsibility of the MPO and shall not be interpreted to require the redesignation of the MPO under 23 CFR § 450.310.

Section 18: SUCCESSOR IN INTEREST

The Council, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Council's predecessor, the Spokane Regional Council.

Section 19: DEFAULT

Failure by any Member to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Council to the defaulting Member shall constitute an "Event of Default."

Section 20: REMEDIES

In the event of any Event of Default, the Council may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

Section 21: GENERAL TERMS

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are not other understandings, oral or otherwise, regarding the subject matter of this Agreement.

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.

This Agreement shall be construed under the laws of 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.

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.

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

Section 22: RCW CHAPTER 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 2 above.

B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

The Board shall administer the joint and cooperative undertakings set forth herein.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

This Agreement may be filed with the County Auditor or published on the Members' websites, as available.

F. FINANCING

See Section Nos. 8 and 9 above. The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

G. TERMINATION

See Section No. 14 above.

H. PROPERTY UPON TERMINATION

Any Member terminating its membership in the Council as provided for in Section 14 hereinabove shall forfeit any ownership interest in any personal or real property owned or held by the Council.

Personal property acquired by the Council in the performance of this Agreement shall be disposed of by the Council upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Members according to the contribution made by the Member as set forth in this Agreement.

Real property shall be conveyed or disposed of as set forth in this Agreement in the same manner as personal property except where a separate instrument or deed reservation exists with regard to any real property in which instance it shall control.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year of their respective signature.

ADOPTED by the Board of County
Commissioners of Spokane County,

Washington this _____ day of _____, 2013.

Shelly O'Quinn, Chair

ATTEST:
DANIELA ERICKSON
CLERK OF THE BOARD

Al French, Vice-Chair

By: _____
Daniela Erickson
Clerk of the Board

Todd Mielke, Commissioner

ATTEST:

CITY OF SPOKANE

City Clerk

By
Date: _____

Approved as to form:

Assistant City Attorney

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

SPOKANE TRANSIT AUTHORITY

Secretary of Transportation
Date: _____

By
Date: _____

WASHINGTON STATE
TRANSPORTATION COMMISSION

By
Date: _____

CITY OF AIRWAY HTS.,
WASHINGTON

CITY OF CHENEY, WASHINGTON

By
Date: _____

CITY OF DEER PARK, WASHINGTON

By
Date: _____

CITY OF FAIRFIELD, WASHINGTON

By
Date: _____

CITY OF LATAH, WASHINGTON

By
Date: _____

CITY OF LIBERTY LK., WASHINGTON

By
Date: _____

CITY OF MEDICAL LAKE,
WASHINGTON

By
Date: _____

CITY OF MILLWOOD, WASHINGTON

By
Date: _____

CITY OF ROCKFORD, WASHINGTON

By
Date: _____

CITY OF SPANGLE, WASHINGTON

By
Date: _____

CITY OF WAVERLY, WASHINGTON

By
Date: _____

SPOKANE AIRPORT BOARD

By
Date: _____

By
Date: _____

CITY OF SPOKANE VALLEY,
WASHINGTON

By
Date: _____

Return To:

Spokane Regional Transportation Council
221 W. First Avenue, Suite 310
Spokane, WA 99201

AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, CITY OF SPOKANE VALLEY, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, SPOKANE TRANSIT AUTHORITY, SPOKANE AIRPORT BOARD AND OTHER CITIES AND TOWNS WITHIN SPOKANE COUNTY, TO FORM THE SPOKANE REGIONAL TRANSPORTATION COUNCIL, DEFINE ITS ORGANIZATION AND POWERS, AND ITS JURISDICTIONAL AREA.

THIS AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington, hereinafter referred to as the "County," the City of Spokane, a municipal corporation of the State of Washington, the City of Spokane Valley, a non-charter code city of the State of Washington, the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as "WSDOT," the Washington State Transportation Commission, hereinafter referred to as "WSTC", the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as "STA," Spokane Airport Board, a joint operation of the County and City of Spokane, hereinafter referred to as "SAB" and other incorporated towns and cities located within Spokane County, hereinafter referred to as "Other Members," jointly, along with the County, City of Spokane, STA, SAB, and WSDOT are collectively referred to as the "Members."

W I T N E S S E T H:

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

WHEREAS, on ~~August 10, 2005~~ July 6, 2012, the President of the United States signed the ~~Safe, Accountable, Flexible, Efficient, Transportation Efficiency Act: a Legacy for Users (SAFETEA-LU)~~ Moving Ahead for Progress in the 21st Century Act (MAP-21), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a

National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, in 1962, Federal transportation legislation required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington, shall develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; provided each RTPO shall have as members the county and at least sixty percent of the cities and towns within the RTPO's boundaries, representing a minimum of seventy-five percent of the cities' and towns' population; and

WHEREAS, each RTPO formed by local governments shall create a transportation policy board to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

WHEREAS, among other duties, each RTPO shall: (i) develop and periodically update a regional transportation plan in cooperation with the State Department of Transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region and shall (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the organization; and

WHEREAS, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

WHEREAS, pursuant to the above referenced state and federal laws, the Members are desirous of establishing a regional transportation council ("Council") to carry out the responsibilities of the MPO as provided in Federal Transportation legislation as well as other responsibilities determined by the Council.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Agreement, it is agreed among the Members:

Section 1: NAME/ORGANIZATION

A voluntary association and joint board, comprising representatives of the County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation (WSDOT), Washington State Transportation Commission (WSTC), Spokane Transit Authority (STA), Spokane Airport Board (SAB) and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the "Council."

Section 2: PURPOSE

Recognizing that coordinated transportation planning of the County, Cities and Towns, WSDOT, WSTC, STA, SAB and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Council is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, WSTC, STA, SAB or Other Members, but is intended to meet the prerequisites of United States Code Titles 23 and 49, and RCW Chapter 47.80.

Section 3: POWERS AND FUNCTIONS

The functions, responsibilities, and powers of Council shall be as follows:

- (a) To perform the functions of a Transportation Management Area (TMA) for the metropolitan area, which includes those functions set forth in the SAFETEA-LUMAP-21 legislation of ~~August 10, 2005~~July 6, 2012, and related rules, as amended to implement SAFETEA-LU as well as those functions, which may be required hereinafter by subsequent Federal Transportation legislation.
- (b) To perform the functions of a Metropolitan Planning Organization (MPO) as set forth in Title 23 United States Code and Title 49 United States Code as

- currently adopted or as amended, and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended.
- (c) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
 - (d) To prepare and update a Metropolitan Transportation Plan pursuant to 23 CFR Parts 450 and 500 and 49 CFR Part 613.
 - (e) To engage in regional transportation planning.
 - (f) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Metropolitan Transportation Plan.
 - (g) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council.
 - (h) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
 - (i) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
 - (j) To create committees as necessary, to advise the Board on regional transportation related matters. At a minimum this shall include:
 - a. the Transportation Advisory Council (TAC) whose composition and responsibilities shall be defined by the Board.
 - b. the Transportation Technical Committee (TTC) whose composition and responsibilities shall be defined by the Board.
 - (k) To comply with the Transportation Planning requirements set forth in the Washington State Growth Management Act, and Ch. 47.80 RCW, consistent with Spokane County County-wide Planning Policies.
 - (l) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the Council and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

~~The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.~~

Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas of Spokane County, Washington, and may include contiguous areas across county or state boundaries as deemed appropriate and which meet the criteria of State and/or Federal Transportation legislation.

Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Board") of the Council, presently consisting of ~~twelve~~fourteen ~~voting~~ (1~~42~~) voting persons, shall be established by the following thresholds:

(a) Jurisdictions under ~~50,000~~5,000 people – One (1) person jointly selected by jurisdictions with populations ~~between 50,000 and 5,000 people plus one (1) person jointly selected by jurisdictions with populations~~ fewer than 5,000 people. The person selected shall be an elected official from a small town/city;

(b) Jurisdictions under between 5,001 and 50,000 people - Three (3) persons separately selected by the City of Airway Heights, City of Cheney, and City of Liberty lake. The persons selected shall be elected officials;

~~(bc)~~ Jurisdictions between 50,001 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official;

~~(ed)~~ Jurisdictions over 100,001 people – two (2) persons appointed by each respective governing body, who shall be elected officials; (The population of Spokane County includes the population of its cities and towns);

~~(de)~~ One (1) ~~Board Member~~person off from STA, who shall be the STA Chief Executive Officer or his or her designee;

~~(ef)~~ Two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation and appointed by the Secretary of Transportation, and one (1) from the Washington State Transportation Commission appointed by the Chair of the Commission;

(fg) One (1) person who represents a major employer, with preference for a provider of private sector transportation services within the region who shall be appointed by a majority vote of the Board; and

~~(g) One (1) person who is Chair of the Transportation Advisory Council, provided such person resides within the jurisdiction of the MPO.~~

~~(h) One (1) person representing SIASAB, who shall be the Chief Executive Officer or his or her designee.~~

(hi) There shall be ~~four~~ three (43) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

~~(1) One (1) person representing STA, who shall be appointed by the STA Board;~~

~~(21) One (1) person representing Rail; who shall be appointed by the Members; and~~

~~(3) One (1) person representing Airports; who shall be appointed by the Airport Board; and~~

~~(42) The Chair of the TTC~~

~~(3) The Chair of the TAC~~

(ij) Pursuant to RCW 47.80.040, all legislators whose districts are wholly or partially within the designated boundaries of the Council, are considered ex officio (non-voting) members of the Board.

(jk) All Board appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as appropriate) and whose name has been placed on record with the Council. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

(kl) The Board shall elect a Chair and Vice-Chair ("Officers") by majority vote of the Board. Only representatives who are elected officials may be Officers. To be eligible for the Chair position, the Board Member shall have served on the Board for at least one (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers.

(~~lm~~) A Board Member who, during a calendar year, has three (3) unexcused absences from regular Board meetings shall be automatically removed from the Board, without further action.

Section 6: MEETINGS AND VOTING

The Council shall hold regular monthly Board meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Board. All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the Council's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board, or by amendment to this Agreement as provided herein.

~~All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board.~~ All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. Voting Board members shall be entitled to one vote. Provided, however, that the following enumerated actions shall take an affirmative vote of a majority of the voting membership of the Board:

- (a) ~~Appointment or dismissal of the Executive Director;~~
- ~~(b)~~ Approval of the annual budget expenditure division among the Members;
- ~~(eb)~~ Purchase, sale or disposition of real property; and
- ~~(ec)~~ Addition of new members.

The appointment or discharge of the Executive Director shall require the affirmative vote of ten (10) Board members.

To provide for a measure of proportionate representation within a jurisdiction, the Council adopts a weighted voting process.

A weighted vote may be requested by any two Board members. A weighted vote shall be requested either prior to the vote on the proposed motion or after the vote but prior to the Board taking action on a subsequent agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a

weighted vote on the matter with the weight of each vote calculated according to the percentages set forth on Table 1, attached hereto. If the weighted vote achieves greater than fifty percent (50%) of the vote, the weighted vote shall take precedence over a prior non-weighted vote. A weighted vote may not be requested for items (a)-(c) above.

Section 7: STAFF AND SUPPORT

The Board shall determine the positions, duties and working conditions of employees as necessary to conduct the work programs of the Council consistent with this Agreement. An Executive Director shall be appointed by and serve solely at the pleasure of the Board. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board. The Board shall approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot

Table 1
SRTC Board Majority Vote and Weighted Vote Calculations

<u>Jurisdiction</u>	<u>Majority Vote</u>	<u>% of Vote</u>	<u>Weighted Vote (1.286)²</u>	<u>% of Weighted Vote</u>
<u>Airway Heights</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Cheney</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Cities and towns under 5,000 ¹</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Liberty Lake</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Private Sector Transportation</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Spokane - Member 1</u>	<u>1</u>	<u>7.14%</u>	<u>1.286</u>	<u>8.33%</u>
<u>Spokane - Member 2</u>	<u>1</u>	<u>7.14%</u>	<u>1.286</u>	<u>8.33%</u>
<u>Spokane County - Member 1</u>	<u>1</u>	<u>7.14%</u>	<u>1.286</u>	<u>8.33%</u>
<u>Spokane County - Member 2</u>	<u>1</u>	<u>7.14%</u>	<u>1.286</u>	<u>8.33%</u>

<u>Spokane Airport Board</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Spokane Transit Authority</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>Spokane Valley</u>	<u>1</u>	<u>7.14%</u>	<u>1.286</u>	<u>8.33%</u>
<u>State Transportation Board</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
<u>WSDOT</u>	<u>1</u>	<u>7.14%</u>	<u>1.000</u>	<u>6.48%</u>
	<u>14</u>	<u>100.00%</u>	<u>15.430</u>	<u>100.00%</u>

¹ Small cities and towns under 5,000 in population share a single vote on the SRTC Board. These jurisdictions include Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, and Waverly.

² When a weighted vote is called, each vote for representatives from the City of Spokane, the City of Spokane Valley, and Spokane County are weighted by 1.286. This weighted vote formula was established to preserve the voting weight for these three agencies from the 2010 Interlocal Agreement.

be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair.

Unless otherwise determined by the Board, employees are at-will and shall be hired and discharged by and work under the direction of the Executive Director.

The Board may arrange for support services such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

Pay schedules shall be set by the Board consistent with responsibilities performed and the demand for such personnel in public and private industry, with due consideration to pay schedules for like positions in Member agencies.

Section 8: WORK PROGRAM AND ANNUAL BUDGET

The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken by the Council. The Executive Director or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects. The

proposed annual budget shall set forth the methodology for determining the allocation of costs, appropriations and expenditures to each member.

The Board shall submit the proposed work program and budget to the Members by ~~August 1~~September 30 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year. Members from jurisdictions identified in Section 5(a) that have not previously been required to contribute funds toward the annual budget and Members who have annual assessments increased by more than fifteen percent (15%) shall be given written notice one (1) year in advance of a proposed budget assessment.

Following a request from a Member to perform services on a specific project, not identified in the work program, the Board may impose a special assessment on the requesting Member. The special assessment shall be: (a) reasonably determined by the Board and (b) reimburse the costs and expenses associated with the specific project.

The annual budget and/or work program of the Council may be amended by vote of the Board, provided such amendment does not require additional budget appropriation in excess of the amounts established in the second paragraph of this Section 8, by the Members. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES

It is anticipated that most projects and programs of the Council will involve mutual benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as recommended by the Board and approved by the Members in the budget approval process. Any additional agency joining the Council as a Member, shall contribute as agreed with the Board. Additional contributions to the Council budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member after approving of the proposed Council budget shall submit its payment on or before January 20 of the budget year ~~that it has approved~~. The funds of such joint operation shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Member as so agreed upon by the Members; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so

deposited. The funds shall be used in accordance with the adopted budget and work plan.

The Executive Director may make expenditures in accordance with the approved Council budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

Payment of all claims shall be signed by the Executive Director or designee, and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment by the City of Spokane or as arranged by the Board.

Section 10: **REAL AND PERSONAL PROPERTY**

The Council may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of real and personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply real and personal property, personnel and services to the Council or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

The Council may not acquire or use real property to operate a transportation system.

Section 11: **INSURANCE**

The Council shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Council, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

Section 12: **INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS**

Cities and County Planning Commissions shall continue their respective functions as provided by charter and/or State law, including preparation of Cities' and County Comprehensive Plans, to which the Metropolitan Transportation Plan and Regional Transportation Improvement Plan shall be coordinated, and administering the zoning, subdivision and similar

implementing controls as may be assigned them by their respective legislative bodies.

The successful execution of Council duties and responsibilities in preparing a Metropolitan Transportation Plan and Regional Transportation Improvement Plan, in coordination with state and local plans, requires comprehensive plans be prepared and kept up-to-date by the City, County, and Other Members for their respective jurisdictions.

Section 13: **AMENDMENTS AND NEW MEMBERS**

This Agreement may be amended by unanimous consent of the Members' governing bodies, except WSDOT may take action through its Secretary. Upon majority consent of the voting Members, new members may join the Council upon written acceptance of the terms of this Agreement.

Section 14: **TERMINATION OF MEMBERSHIP**

The Cities, County, STA, SAB, WSDOT, WSTC, or Other Members of the Council may terminate membership in the Council by giving written notice to the Council prior to August 1 of any year for the following year.

Section 15: **PRIOR WRITTEN AGREEMENTS**

This Agreement shall supersede the following Agreements:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional

Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

Section 16: EFFECTIVE DATE and Binding Agreement

The effective date of this Agreement shall be upon ratification of this Agreement by the County and, at least, sixty percent (60%) of the cities and towns within the ~~e~~Council area that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns.

Section 17: METROPOLITAN PLANNING ORGANIZATION (MPO) DESIGNATION

The execution of this Agreement by the Members is not intended to act as a revocation of the MPO or constitute a substantial change in authority or responsibility of the MPO and shall not be interpreted to require the redesignation of the MPO under 23 CFR § 450.310.

Section 18: SUCCESSOR IN INTEREST

The Council, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Council's predecessor, the Spokane Regional Council.

Section 19: DEFAULT

Failure by any Member to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement

where that failure continues for a period of thirty (30) days after written notice from the Council to the defaulting Member shall constitute an "Event of Default."

Section 20: **REMEDIES**

In the event of any Event of Default, the Council may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

Section 21: **GENERAL TERMS**

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are not other understandings, oral or otherwise, regarding the subject matter of this Agreement.

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.

This Agreement shall be construed under the laws of 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.

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.

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

Section 22: **RCW CHAPTER 39.34 REQUIRED CLAUSES**

- A. PURPOSE
 See Section No. 2 above.

B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

The Board shall administer the joint and cooperative undertakings set forth herein.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

This Agreement may be filed with the County Auditor or published on the Members' websites, as available.

F. FINANCING

See Section Nos. 8 and 9 above. The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

G. TERMINATION

See Section No. 14 above.

H. PROPERTY UPON TERMINATION

Any Member terminating its membership in the Council as provided for in Section 14 hereinabove shall forfeit any ownership interest in any personal or real property owned or held by the Council.

Personal property acquired by the Council in the performance of this Agreement shall be disposed of by the Council upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal

property shall be disbursed to the Members according to the contribution made by the Member as set forth in this Agreement.

Real property shall be conveyed or disposed of as set forth in this Agreement in the same manner as personal property except where a separate instrument or deed reservation exists with regard to any real property in which instance it shall control.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year of their respective signature.

ADOPTED by the Board of County
Commissioners of Spokane County,
Washington this _____ day of
_____, 20103.

~~Mark Richard~~Shelly O'Quinn, Chair

ATTEST:
DANIELA ERICKSON
Vice-Chair
CLERK OF THE BOARD

~~Mark Richard~~Al French~~Bonnie Mager~~,

By: _____
Daniela Erickson
Clerk of the Board

Todd Mielke, Commissioner

ATTEST:

CITY OF SPOKANE

City Clerk

By
Date: _____

Approved as to form:

Assistant City Attorney

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

SPOKANE TRANSIT AUTHORITY

Secretary of Transportation
Date: _____

By
Date: _____

WASHINGTON STATE
TRANSPORTATION COMMISSION

By
Date: _____

|
CITY OF AIRWAY HTS.,
WASHINGTON

CITY OF CHENEY, WASHINGTON

By
Date: _____

By
Date: _____

CITY OF DEER PARK, WASHINGTON

CITY OF FAIRFIELD, WASHINGTON

By
Date: _____

By
Date: _____

CITY OF LATAH, WASHINGTON

CITY OF LIBERTY LK., WASHINGTON

By
Date: _____

By
Date: _____

CITY OF MEDICAL LAKE,
WASHINGTON

By _____
Date: _____

CITY OF MILLWOOD, WASHINGTON

By _____
Date: _____

CITY OF ROCKFORD, WASHINGTON

By _____
Date: _____

CITY OF SPANGLE, WASHINGTON

By _____
Date: _____

CITY OF WAVERLY, WASHINGTON

By _____
Date: _____

CITY OF SPOKANE VALLEY,
WASHINGTON

By _____
Date: _____

SPOKANE AIRPORT BOARD

By _____
Date: _____



January 11, 2013

Mayor David Condon
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RE: Revised Spokane Regional Transportation Council Interlocal Agreement

Dear Mayor Condon:

On December 13, 2012, the Spokane Regional Transportation Council's (SRTC's) Board approved a new Interlocal Agreement. The purpose of the Interlocal Agreement is to define how SRTC and its member agencies will coordinate and cooperate in the regional transportation planning process. A copy of the new Interlocal Agreement and a redlined version that illustrates the proposed changes from the 2010 Interlocal Agreement are enclosed. With this letter, I am asking that you take the new Interlocal Agreement to your governing body for consideration and approval.

During 2012, the SRTC Board spent a considerable amount of time developing the new Interlocal Agreement. Creation of the new agreement was part of a much broader discussion about how SRTC, through its member agencies, will work together in the future to address our regional transportation needs. As shown in the enclosed redlined document, the new Interlocal Agreement includes several changes, as summarized below:

- Section 5: Governing Body and Officers: The new agreement expands SRTC Board membership to enhance regional participation and dialogue. Specifically, the new agreement includes the following changes to the voting structure of the Board: 1) the Spokane Airport Board shifts from an ex officio member to a full voting member who shall be the Spokane International Airport's Chief Executive Officer; 2) the cities of Airway Heights, Cheney, and Liberty Lake each have a voting seat on the Board, rather than a shared seat; and 3) the Spokane Transit Authority (STA) shifts from one voting member and one ex officio member to one voting member who shall be the Chief Executive Officer.
- Section 6: Meetings and Voting: Provisions are included for a weighted vote to preserve the current voting weight of the three large agencies (City of Spokane, Spokane County, and Spokane Valley). Table 1 on page 8 defines the voting structure for both normal and weighted votes. In addition, Section 6 now requires the affirmative vote of ten (10) Board members for the appointment or discharge of the Executive Director.
- Section 8: Work Program and Annual Budget: The timing for submittal of the annual budget by the Board to the member agencies was shifted from August 1 to September 30. This change provides additional time for review and development of the annual budget, which begins on January 1 of the following year.
- Throughout the document, minor updates and modifications have been made to bring the agreement up to date and to make it read more clearly.

I would like to thank you for your continued support and participation in the regional transportation planning process. At your earliest convenience, please schedule the new Interlocal Agreement for consideration by your governing body. Once approved, please contact Ms. Jenny Wash, Administrative Assistant with SRTC and she will arrange a time for someone to come out to obtain a signature on the original agreement. If you anticipate there will be questions from your governing body about the content of the new agreement, please feel free to contact me directly, either by telephone at (509) 343-6370 or by email at kwallace@src.org.

Sincerely,

Kevin Wallace
Executive Director

Enclosures

c: Stanley Schwartz, SRTC Legal Counsel

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

RES 2013-0003

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

JON SNYDER 509-625-6714

Project #**Contact E-Mail**

BSTUM@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 REDUCTION OF FIREARM VIOLENCE RESOLUTION

Agenda Wording

A resolution in support of changing Washington State Law to reduce firearm violence.

Summary (Background)

Regarding unlawful possession of a firearm by a juvenile and civil commitment of violent offenders who are not competent to stand trial. State Law provides for a 10-day sentence for unlawful possession of a firearm by a juvenile, which is not mandatory due to sentencing alternatives. This RES urges Legislature to support proposed changes so any violator faces more serious consequences & allows civil commitment for violent offenders not competent to stand trial and pose a threat to public safety.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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Approvals**Council Notifications****Dept Head**

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

Resolution No. 2013-0003

A Resolution in support of changing Washington State law to reduce firearm violence.

WHEREAS, under current Washington State law a juvenile must be convicted of five felonies before a conviction of unlawful possession of a firearm results in a sentence at the Juvenile Rehabilitation Authority of 15 to 36 weeks; and

WHEREAS, current Washington State law also calls for a mandatory 10 day sentence for the first four convictions for unlawful possession of a firearm by a juvenile but sentencing alternatives known as local sanctions can often render the 10 day sentence meaningless; and

WHEREAS, according to a study by the Violence Policy Center gun deaths in Washington surpassed traffic fatalities in 2009 and according to the Washington State Department of Health over 100 children were killed and over 150 children hospitalized as a result of gun related violence and accidents from 2006-2010; and

WHEREAS, HB 1096 would change current State Law for unlawful possession of a firearm by a juvenile would make it so a juvenile serves a mandatory 10 day sentence on their first conviction by eliminating local sanctions sentencing alternatives to the 10 day mandatory sentence and would make it so they would serve 15 to 36 weeks in Juvenile Rehabilitation Administration for their second conviction; and

WHEREAS, The King County Prosecuting Attorney along with an anti-gun violation organization, Cease Fire Washington, and the organization known as Citizens Committee for the Right to Keep and Bear Arms, a Bellevue based gun rights organization with over six hundred thousand members nationwide support these changes in the law regarding unlawful possession of a firearm for juveniles; and

WHEREAS, some violent offenders who may not be competent to stand trial can be released as they do not meet the current definition of incompetent that would allow them to be civilly committed and get their hands on a firearm to commit another violent offence; and

WHEREAS, Representative Jamie Pederson has brought forward HB 1114 with bipartisan support that would make it easier to civilly commit violent offenders who are not competent to stand trial but can currently be released as they do not meet the current definition of incompetent that would allow for civil commitment, Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE
that the City Council urges the Washington State Legislature to support:

1. HB 1096 for the proposed changes for unlawful possession of a firearm by a juvenile, to make it so any violator will face more serious consequences for transgressing the law;
2. HB 1114 that would make it easier to civilly commit violent offenders who are not competent to stand trial but do not currently meet the definition of incompetent that would allow commitment for a period of time instead of immediate release; and

Adopted this _____ day of January, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

RES 2013-0004

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

MIKE FAGAN 6257

Project #**Contact E-Mail**

MFAGAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 RESOLUTION REGARDING SECOND AMENDMENT RIGHTS

Agenda Wording

A resolution regarding the Second Amendment right to keep and bear arms.

Summary (Background)

The resolution expresses the City Council's affirmation of the constitutional rights to keep and bear arms under the U.S. Constitution and the Washington State Constitution. The resolution further sets forth the City Council's opposition the enactment of any legislation that would infringe upon the right of the people to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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Approvals**Council Notifications****Dept Head**

STUCKART, BEN

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

Mike Fagan

For the Mayor

SANDERS, THERESA

Nancy McLaughlin

Additional Approvals

Ben Stuckart

Purchasing

Resolution No. 2013-0004

A resolution regarding the Second Amendment right to keep and bear arms.

WHEREAS, the right of the people to keep and bear arms shall not be infringed and is guaranteed as an individual right under the Second Amendment to the United States Constitution and under the Constitution of the State of Washington; and

WHEREAS, the right of the people to keep and bear arms for defense of life, liberty, and property is regarded as an inalienable right by the citizens of the City of Spokane; and

WHEREAS, the citizens of the City of Spokane, derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within Spokane County using all types of firearms allowable under the United States Constitution and the Constitution of the State of Washington; and

WHEREAS, the Spokane City Council, being elected to represent the citizens of the City of Spokane and being duly sworn by their oath of office to uphold the United States Constitution and the Constitution of the State of Washington; and

WHEREAS, proposed legislation now, and in the future under consideration by the Federal Government and the Washington State Legislature would infringe the right to keep and bear arms and would ban the possession and use of certain firearms now protected for individual citizens of the City of Spokane, for defense of life, liberty and property and would ban the possession and use of certain firearms now employed for safe forms of firearms recreation, hunting and shooting conducted within Spokane County, Washington.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the City Council does hereby oppose the enactment of any legislation that would infringe upon the right of the people to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

ADOPTED by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

Revision 1, dtd; 1/11/13

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

RES 2013-0005

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**STUCKART & 625.6255
FAGAN**Project #****Contact E-Mail**BSTUCKASRT@SPOKANECITY.ORG,
MFAGAN@SPOKANECITY.ORG**Bid #****Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 RULES OF PROCEDURE

Agenda Wording

A resolution amending the City Council Rules of Procedures.

Summary (Background)

This resolution will amend Section 1.2 of the City Council Rules of Procedures regarding the duty of mutual respect to provide that mutual respect between council members and towards staff shall include, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home address without the permission of the council member or staff.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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Approvals**Council Notifications****Dept Head**

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

RESOLUTION NO. 2013-0005

A resolution amending the City Council Rules of Procedures.

WHEREAS, pursuant to Section 9(b) of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, Section 1.5 of the Rules of Procedure require amendments to be adopted pursuant to a resolution; and

WHEREAS, there exists a need to amend Section 1.2 of the City Council Rules of Procedure regarding the duty of mutual respect between council members; -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that the Spokane City Council Rules of Procedures are amended as follows:

Section 1. That Rule 1.2 is amended as follows:

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each council member to maintain respect for each other, the City staff and the public. Likewise, the Council shall require corresponding respectful behavior from all persons who attend a meeting. Mutual respect between council members and towards staff shall include, but is not limited to, intentionally disclosing private information about a council member or staff such as personal telephone numbers or home address without the permission of the council member or staff.

ADOPTED by the City Council on _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/28/2013

Date Rec'd

1/16/2013

Clerk's File #

ORD C34955

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**JON SNYDER, 509-625-6714
MIKE FAGAN**Project #****Contact E-Mail**

BSTUM@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 MARIJUANA ORDINANCE

Agenda Wording

An ordinance relating to marijuana, amending SMC sections 1.05.210, 10.14.170, 10.14.220, and 10.15.100; and adopting a new section 10.02.065 to chapter 10.02 and a new section 10.15.220 to chapter 10.15 of the Spokane Municipal Code.

Summary (Background)

Provisions of state law regarding possession of marijuana were revised pursuant to passage of I-502. This ordinance amends provisions of the SMC to be consistent with state law. The revisions amend the definition of marijuana to include the references to "marijuana," "usable marijuana," and "marijuana-infused products." The amendments also include an exception to possession of marijuana for a person 21 or older; and creates a civil infraction for open possession/consumption of marijuana.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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Approvals**Council Notifications****Dept Head**

STUCKART, BEN

Study Session

Jan 2013

Division Director**Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

Ordinance No. C- 34955

An ordinance relating to marijuana, amending SMC sections 10.05.210, 10.14.170, 10.14.220, and 10.15.100; and adopting a new section 10.02.065 to chapter 10.02 and a new section 10.15.220 to chapter 10.15 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 10.14.170 is amended to read as follows:

10.14.170 Water Skiing

- A. Any person who shall operate a vessel which has in tow another person or persons on water skis, aquaplane or other similar device, and any person who shall operate such water skis, aquaplane or similar device in tow behind a vessel shall be deemed engaged in water skiing.
- B. Any vessel engaged in water ski operations shall have, in addition to the vessel operator, an observer of at least ten years of age on board for the safety of the person or persons in tow.
- C. It shall be unlawful to engage in water skiing during the period from one hour after sunset until one hour prior to sunrise.
- D. No person or persons shall engage in water skiing within fifty feet of any boat launching ramp, motionless vessel, anchored vessel, trolling vessel, swimmer, safety buoy or shoreline.
- E. Except on take-offs, no person or persons shall engage in water skiing operations between the safety buoy line and the shoreline. Any take-off from within the safety buoy line must be made outward and at right angles to the shoreline. At no time can such take-off cause risk or hazard to other vessels or persons on the water.
- F. No vessel shall follow behind a person being towed on water skis, aquaplane or other similar device closer than three hundred feet, nor cross the towing vessel's bow by less than two hundred feet, nor come within one hundred feet of the person being towed.
- G. The safety buoy line shall not be used as a slalom course.
- H. No person shall operate any vessel, tow rope or other device by which the direction or location of a person on water skis, aquaplane or similar device may be affected or controlled in such a negligent manner as to endanger or be likely to endanger any person or property.

- I. No person shall engage in water skiing while under the influence of any intoxicating liquor, narcotic drug, barbiturate, marijuana, usable marijuana, a marijuana-infused product or controlled substance as defined under chapter 69.50 RCW.
- J. No person shall operate or permit to be operated any vessel used for towing water skiers or similar devices in which person(s) or objects are being towed above, in or on any waterway unless it shall have on board and display a warning flag.
 - 1. A warning flag shall be bright red in color, measuring twelve inches on each side, mounted on a handle not less than twenty-four inches long and displayed as to be visible from every direction.
 - 2. When anyone being towed by a vessel becomes disengaged from the tow line and is down in the water, a person in the vessel shall immediately hold the warning flag aloft, visible from all sides, as an indicator to other vessel in the area that a person is down in the water. As long as such person is in the water, the flag shall remain displayed to prevent danger to that person and hazards to passing vessels.
 - 3. Such warning flag shall be displayed only under the conditions set forth in this section or when other imminent dangers exist.
- K. Any vessel engaged in water skiing, aquaplaning or similar activity shall proceed in a counterclockwise direction of travel according to the waterway's topography.

Section 2. That SMC section 10.14.220 is amended to read as follows:

10.14.220 Operating a Vessel While ((~~Intoxicated~~)) Under the Influence - Prohibited

- A. No person shall operate any vessel while under the influence of any intoxicating liquor, narcotic drug, barbiturate, marijuana, usable marijuana, a marijuana-infused product or any other substance as defined under chapter 69.50 RCW.
- B. Determination of intoxication shall be by the same criteria as provided in RCW 46.61.506, or otherwise in the same manner as when an individual is alleged to be under the influence of an intoxicating liquor or drug while operating a motor vehicle

Section 3. That SMC section 10.15.100 is amended to read as follows:

10.15.100 Possession of Marijuana

It is unlawful for any person to possess forty grams or less of marijuana, except as provided pursuant to RCW 69.51(A) as now or hereafter amended. A person who violates this section is guilty of a misdemeanor. A conviction under this section shall be sentenced in accordance with the penalties prescribed under RCW 69.50.425 as now or hereafter amended. The possession, by a person twenty-one years of age or older, of useable marijuana or marijuana-infused products in amounts that do not exceed (a) one ounce of useable marijuana; (b) sixteen ounces of marijuana-infused product in solid form; or (c) seventy-two ounces of marijuana-infused product in liquid form is not a violation of this section.

Section 4. That there is adopted a new section 10.02.065 to chapter 10.02 of the Spokane Municipal Code to read as follows:

10.02.065 Marijuana, Useable Marijuana, or a Marijuana-Infused Product

The terms “marijuana”, “useable marijuana”, or “a marijuana-infused product” shall have the meaning as defined in RCW 69.50.101 as now or hereafter amended.

Section 5. That there is adopted a new section 10.15.220 to chapter 10.15 of the Spokane Municipal Code to read as follows:

10.15.220 Open Possession/Consumption of Marijuana, Usable Marijuana or a Marijuana-Infused Product

It is unlawful to open a package containing marijuana, useable marijuana, or a marijuana-infused product, or consume marijuana, useable marijuana, or a marijuana-infused product, in view of the general public. A person who violates this section is guilty of a class 3 civil infraction.

Section 6. That SMC section 1.05.210 is amended to read as follows:

1.05.210 Penalty Schedule – Personal Conduct

- A. For each subsequent violation by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

SMC 1.05.210 Penalty Schedule - Personal Conduct	
Infraction	Violation Class

IFC 307.1	Open Burning	1
SMC 1.06.040	Act of Discrimination	1
SMC 10.03.060	Barking Dog	1
SMC 10.03.100	Offenses Relating to Safety and Sanitation	4
SMC 10.03.110	Allow Animal in Riverfront Park or Special Permitted Event Area when Banned	3
SMC 10.08.010	Deposit of Tobacco Product Capable of Being Lit	\$500
SMC 10.08.010	Littering, Unlawful Disposal of Rubbish	1
SMC 10.08D.080 SMC 10.08D.090(C) SMC 10.08D.120 – First violation within a one year period	Noise Control	2
SMC 10.08.055	Purchase, Possession of Tobacco by Minor	3
SMC 10.08.100 SMC 10.08.120 SMC 10.08.140(B-D)	Homeless Encampment	1
SMC 10.08.246	Liquor Purchase by Apparently Intoxicated Person	\$500
SMC 10.08A.040(D)	Failure to Respond – Chronic Nuisance	1
SMC 10.10.040 SMC 12.06.050 – SMC 12.06.080	Offending Peace and Order in Public Park	1
SMC 10.11.042	Not Having or Displaying Concealed Pistol License	1
SMC 10.15.115	Selling or Giving Drug Paraphernalia	1
<u>SMC 10.15.220</u>	<u>Open Possession/Consumption of Marijuana, Usable Marijuana or Marijuana-Infused Products</u>	<u>3</u>
SMC 10.17.030	Helmet Safety – Failure to Wear Approved Helmet	4
SMC 10.17.040	Helmet Safety – Failure to Require Wearing of Approved Helmets at Special Events	4
SMC 10.17.050	Helmet Safety – Failure to Rent, Lease, or Loan Approved Helmet	4
SMC 10.17.060	Helmet Safety – Failure to Sell or Offer to Sell Approved Helmet	4
SMC 10.24.010	Harbor Dog or Cat Without License	3
SMC 10.24.020	Permit Animal to Run at Large	3
SMC 10.24.040	Rabies	3
SMC 10.24.060	Property Damage by Animal	3

SMC 10.24.090	Sale of Animals	2
SMC 10.33A.055	Sell, Use, Discharge Fireworks	1
SMC 12.02.910 SMC 12.02.914	No Tree Permit; Destroy, Injure Street Tree, or Other Violations	1
SMC 17F.100.050	Disposal of Liquid Waste in Unapproved Place or Manner	1
SMC 17G.050.050	Ex Parte Contact with Adjudicative Officer	2

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date