

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 29, 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 MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

- | | | |
|--|---|--------------------------------------|
| <p>1. Renew Value Blanket Order with Neptune Technologies Group (Tallahassee, AL) for Neptune Water Meters, Registers and parts for the Water & Hydroelectric Services Department—estimated annual expense \$800,000 (including tax).
Dan Kegley</p> | <p>Approve</p> | <p>OPR 2013-0320
BID 3675-10</p> |
| <p>2. Low bid meeting specifications of Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for various departments—estimated annual expense \$200,000 (including tax).
Dan Kegley</p> | <p>Approve</p> | <p>OPR 2013-0321
BID 3927-13</p> |
| <p>3. Low bid of Spokane Rock Products, Inc. (Spokane Valley, WA) for 25th Avenue from Freya Street to 1/2 block east of Rebecca Street—\$235,763.80 (plus tax). An administrative reserve of \$23,576.38 (plus tax), which is 10% of the contract price (plus tax), will be set aside.
Gary Nelson</p> | <p>Approve &
Authorize
Contract</p> | <p>PRO 2012-0014
LID 2011165</p> |
| <p>4. Contract Addendum/Extension with MIG, Inc. (Portland, OR) for consulting services through December 31, 2014 to complete the South Hill Coalition Neighborhood Planning Process—\$87,555.
Joanne Wright</p> | <p>Approve</p> | <p>OPR 2009-0611</p> |

- 5. Master Contracts with: Approve
All OPR 2013-0322
RFP 3899-12
 - a. Kiemle & Hagood (Spokane, WA) for On-Call Commercial Brokerage Services—amount not to exceed \$600,000.
 - b. Leland Consulting Group (Portland, OR) for Property Portfolio Evaluation, Value Enhancement and Disposition Services—amount not to exceed \$104,020. OPR 2013-0323

Dave Steele
- 6. Interlocal Agreements with: Approve
 - a. Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court—\$150,350 revenue. OPR 2013-0324
 - b. Spokane County and Spokane County prosecutor to fund and staff the Relicensing Program for 2013—\$101,000 revenue. OPR 2013-0325

Ellen O'Hara
- 7. Report of the Mayor of pending 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 \$_____.

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(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)

APPOINTMENTS

RECOMMENDATION

Plan Commission: Two Appointments

Confirm

CPR 1981-0295

Spokane Public Library: One Reappointment

Confirm

CPR 1981-0400

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)



OPEN 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

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded, Roll Call Votes)

- ORD C34980** Relating to smoking in public places; adopting a new Chapter 15.04 to Title 15 of the Spokane Municipal Code; repealing SMC Sections 15.03.010, 15.03.020, 15.03.030 and 15.03.040; and declaring an emergency.
Sponsors: Council Members Mike Allen and Jon Snyder

RESOLUTION

(Requires Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0030** Approving settlement of a claim from Ron Salas arising from an incident on or about July 8, 2010 resulting in injuries to claimant—\$90,000.
Sam Faggiano

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C34956** Relating to the business licensing process; amending SMC Sections 8.01.020, 8.01.130, 8.01.180, 8.01.190, 8.02.0206, 8.02.0207, 8.01.230 and 8.01.280. (Deferred from April 8, 2013, Agenda)
Kim Orlob

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for April 29, 2013
(per Council Rule 2.1.2)

OPEN 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 April 29, 2013, Regular Legislative Session of the City Council is adjourned to Monday, May 6, 2013.

NOTES



Agenda Sheet for City Council Meeting of:

04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0320
Renews #	2012-0318
Cross Ref #	
Project #	
Bid #	3675-10
Requisition #	VB

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7960
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - RENEWAL OF NEPTUNE TECHNOLOGIES VB

Agenda Wording

Renew Value Blanket Order with Neptune Technologies Group (Tallassee, AL) for Neptune Water Meters, Registers and parts for the City of Spokane Water & Hydroelectric Services Department. Estimated annual expenditure - \$800,000.00 including tax

Summary (Background)

On March 1, 2010 sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with an annual supply of Neptune Water Meters, Registers and parts to be purchased as needed on a Value Blanket Order. The bid allowed for four (4) one-year renewals - this is the third renewal. Pricing will remain the same as last year.

Fiscal Impact

Expense	\$ 800,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4100-42430-94000-56595
#	
#	
#	

Approvals

Dept Head	SHUPE, LYNN
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC - 4/8/13
Distribution List	
	Purchasing: tprince
	Water: dkegley, acline, drogers
	Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA



Agenda Sheet for City Council Meeting of:

04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0321
Renews #	
Cross Ref #	
Project #	
Bid #	3927-13
Requisition #	VB

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7960
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - VALUE BLANKET ORDER FOR MISCELLANEOUS STOCK

Agenda Wording

Low bid meeting specifications of Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for miscellaneous departments in the City of Spokane - estimated annual expenditure \$200,000.00 including tax

Summary (Background)

On March 25, 2013 sealed bids were opened to provide the City of Spokane with an annual supply of Miscellaneous Stock Steel. One (1) response was received. Haskins Steel has been providing the City of Spokane with Stock Steel for many years and their product and service has been excellent. A Value Blanket Order will be set up that the departments will use throughout the year to purchase materials on an as needed basis.

Fiscal Impact

Expense	\$ 200,000.00
Select	\$
Select	\$
Select	\$

Budget Account

various
#
#
#

Approvals

Dept Head	SHUPE, LYNN
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 54/8/13
Distribution List	
Purchasing:	tprince
Taxes & Licenses	

Additional Approvals

Purchasing	PRINCE, THEA

PRICES WILL BE REVIEWED AT 3 MONTHS.			
ALTERNATE PRICING OPTION: % 25 ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE			
ITEM NO.	DESCRIPTION		PRICE
II	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)		
	% ADDED FOR WASTAGE	0.15 %	
	HOURLY RATE FOR LABOR CHARGES		102.00
III	MISCELLANEOUS CHARGES		
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.		NA
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.		NA
	FREIGHT CHARGE (ON NON-STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged		NA

PAYMENT: Net 30 days

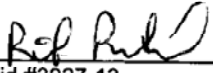
DELIVERY: We (I) will deliver complete the above items within 5 days from receipt of order.

F.O.B. Delivery Point: Various City of Spokane Departments

ACCEPTANCE: The signing and submittal of Part 1 of this proposal shall be an indication of acknowledgement and acceptance of these terms and conditions and compliance shall be part of the bidders' proposal.

Firm Name: Haskins Steel, Inc. Signature: _____

Mailing Address: 3613 E MAIN AVE SPOKANE, WA 99202

 By: _____
 Bid #3927-13 3
 3/25/13



Agenda Sheet for City Council Meeting of:

04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	PRO 2012-0014
Renews #	
Cross Ref #	
Project #	2011165
Bid #	
Requisition #	CR 13412

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	GARY NELSON 625-6678
Contact E-Mail	GNELSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOW BID AWARD-25TH AVENUE

Agenda Wording

Low Bid of Spokane Rock Products, Inc. (Spokane Valley, WA) for 25th Ave. from Freya St. to 1/2 Block East of Rebecca St. - \$235,763.80 plus tax. An admin reserve of \$23,576.38 plus tax, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

On April 15, 2013 bids were opened for the above project. The low bid was from Spokane Rock Products, Inc. in the amount of \$235,763.80, which is \$96,235.50 or 28.92% under the Engineer's Estimate; five other bids were received as follows: Red Diamond Construction, Inc. - \$248,033.76, Inland Asphalt Company - \$260,550.00, Mountain Crest Enterprises, Inc. - \$266,262.42, Bacon Concrete, Inc. - \$269,483.20 and Shamrock Paving, Inc. - \$288,566.30.

Fiscal Impact

Expense	\$ 260,962.58
Select	\$
Select	\$
Select	\$

Budget Account

3350 99999 99999 18901
#
#
#

Approvals

Dept Head	TAYLOR, MIKE
Division Director	TAYLOR, MIKE
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	mhughes@spokanecity.org
	rdykes@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

City Of Spokane
Engineering Services Department

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

Project Number: 2011165

Project Description 25th Ave, Freya St to 1/2 Blk E of Rebecca St

Original Date 3/20/2013 10:16:46 AM

Funding Source Local

Update Date 4/15/2013 2:02:40 PM

Preparer Andy Morse

Addendum

Project Number: 2011165			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification							
Schedule	01	COMMON ITEMS		Public Street Improvement							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1	LS	*****	250.00	*****	500.00	*****	300.00	*****	500.00
103	POTHOLING	5	EA	320.00	1,600.00	250.00	1,250.00	175.00	875.00	140.00	700.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	9	EA	400.00	3,600.00	400.00	3,600.00	400.00	3,600.00	400.00	3,600.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	*****	250.00	*****	250.00	*****	400.00	*****	300.00
106	MOBILIZATION	1	LS	*****	30,182.00	*****	17,350.00	*****	21,000.00	*****	19,900.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	800.00	*****	1,250.00	*****	500.00	*****	2,612.00
108	CLEARING AND GRUBBING	1	LS	*****	750.00	*****	1,500.00	*****	900.00	*****	980.00
109	ESC LEAD	1	LS	*****	500.00	*****	350.00	*****	350.00	*****	300.00
110	SIGNING, PERMANENT	1	LS	*****	800.00	*****	685.00	*****	900.00	*****	685.00
Schedule Totals					38,733.00		26,736.00		28,826.00		29,578.00

Project Number: 2011165			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
201	REMOVE EXISTING CURB	5 LF	10.00	50.00	15.00	75.00	5.00	25.00	35.40	177.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	3 SY	16.00	48.00	8.00	24.00	5.00	15.00	67.40	202.20
203	SAWCUTTING RIGID PAVEMENT	30 LFI	3.00	90.00	3.00	90.00	2.00	60.00	1.00	30.00
204	SAWCUTTING FLEXIBLE PAVEMENT	450 LFI	1.50	675.00	1.00	450.00	0.60	270.00	0.35	157.50
205	ROADWAY EXCAVATION INCL. HAUL	1205 CY	15.00	18,075.00	9.00	10,845.00	10.00	12,050.00	19.19	23,123.95
206	PREPARATION OF UNTREATED ROADWAY	3910 SY	3.00	11,730.00	1.45	5,669.50	1.00	3,910.00	2.00	7,820.00
207	CRUSHED SURFACING TOP COURSE	434 CY	45.00	19,530.00	43.75	18,987.50	35.00	15,190.00	36.40	15,797.60
208	CSBC DRIVEWAY TRANSITION	55 SY	30.00	1,650.00	39.00	2,145.00	10.00	550.00	21.00	1,155.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	100 CY	55.00	5,500.00	69.00	6,900.00	30.00	3,000.00	31.74	3,174.00
210	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	3680 SY	13.00	47,840.00	11.30	41,584.00	11.30	41,584.00	11.90	43,792.00
211	SOIL RESIDUAL HERBICIDE	3680 SY	0.25	920.00	0.15	552.00	0.15	552.00	0.15	552.00
212	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
213	COMPACTION PRICE ADJUSTMENT	1 EST	956.80	956.80	956.80	956.80	956.80	956.80	956.80	956.80
214	CEMENT CONCRETE CURB WALL	105 LF	38.50	4,042.50	30.00	3,150.00	30.00	3,150.00	28.00	2,940.00
215	ADJUST EXISTING VALVE BOX IN ASPHALT	1 EA	350.00	350.00	200.00	200.00	250.00	250.00	412.00	412.00
216	ADJUST EXISTING VALVE BOX IN CONCRETE	9 EA	370.00	3,330.00	225.00	2,025.00	250.00	2,250.00	412.00	3,708.00
217	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	4 EA	450.00	1,800.00	380.00	1,520.00	500.00	2,000.00	412.00	1,648.00
218	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	525.00	525.00	500.00	500.00	500.00	500.00	412.00	412.00

Project Number: 2011165			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
219	CATCH BASIN TYPE 1	7 EA	1,900.00	13,300.00	1,600.00	11,200.00	1,800.00	12,600.00	1,676.00	11,732.00
220	ABSORPTION TRENCH	365 LF	75.00	27,375.00	21.00	7,665.00	70.00	25,550.00	32.85	11,990.25
221	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	300.00	300.00	250.00	250.00	115.00	115.00	165.00	165.00
222	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20 CY	100.00	2,000.00	125.00	2,500.00	0.01	0.20	148.00	2,960.00
223	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	500.00	*****	100.00	*****	900.00
224	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	165 LF	45.00	7,425.00	52.00	8,580.00	28.00	4,620.00	44.30	7,309.50
225	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	250.00	*****	50.00	*****	10.00
226	CLEANING EXISTING SANITARY SEWER	4 EA	400.00	1,600.00	250.00	1,000.00	140.00	560.00	99.00	396.00
227	INLET PROTECTION	4 EA	100.00	400.00	75.00	300.00	25.00	100.00	103.00	412.00
228	STABILIZED CONSTRUCTION ENTRANCE	107 SY	20.00	2,140.00	15.00	1,605.00	1.50	160.50	11.00	1,177.00
229	TOPSOIL TYPE A, 2 INCH THICK	190 SY	6.00	1,140.00	4.50	855.00	5.00	950.00	4.50	855.00
230	SOD INSTALLATION	190 SY	11.00	2,090.00	6.80	1,292.00	9.00	1,710.00	6.80	1,292.00
231	REMOVE AND REPLACE SPRINKLER HEADS & LINES	1 LS	*****	500.00	*****	1,900.00	*****	1,400.00	*****	1,900.00
232	CEMENT CONCRETE CURB	800 LF	16.00	12,800.00	9.00	7,200.00	10.50	8,400.00	9.50	7,600.00
233	CEMENT CONC. CURB AND GUTTER	1400 LF	20.00	28,000.00	9.25	12,950.00	13.00	18,200.00	11.00	15,400.00
234	CEMENT CONCRETE DRIVEWAY	625 SY	38.00	23,750.00	31.50	19,687.50	32.50	20,312.50	32.50	20,312.50
235	CEMENT CONCRETE DRIVEWAY TRANSITION	215 SY	30.00	6,450.00	22.50	4,837.50	32.50	6,987.50	32.50	6,987.50
236	CEMENT CONC. SIDEWALK	560 SY	45.00	25,200.00	22.50	12,600.00	22.75	12,740.00	22.65	12,684.00

Project Number: 2011165			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
237	CEMENT CONCRETE STEPS	1.5 CY	550.00	825.00	950.00	1,425.00	800.00	1,200.00	790.00	1,185.00
<i>Schedule Totals</i>				273,206.30	192,269.80	202,067.50	211,324.80			

Project Number: 2011165			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> WATER & SEWER SERVICES				Not Public Street Improvement						
301	TRENCH EXCAVATION FOR WATER SERVICE TAP	144 CY	35.00	5,040.00	7.00	1,008.00	30.00	4,320.00	25.80	3,715.20
302	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	26 CY	100.00	2,600.00	125.00	3,250.00	0.01	0.26	150.00	3,900.00
303	WATER TAP APPLICATION FEE	14 EA	40.00	560.00	40.00	560.00	40.00	560.00	40.00	560.00
304	1 INCH DOMESTIC WATER TAP INSTALLATION	14 EA	730.00	10,220.00	730.00	10,220.00	730.00	10,220.00	730.00	10,220.00
305	SIDE SEWER PIPE 4 IN. DIAM.	40 LF	40.00	1,600.00	42.00	1,680.00	50.00	2,000.00	30.30	1,212.00
306	SIDE SEWER PERMIT	1 EA	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Schedule Totals				20,060.00		16,758.00		17,140.26		19,647.20

Project Number: 2011165		Engineer's Estimate		Mountain Crest Enterprises Inc	Bacon Concrete Inc	Shamrock Paving Inc				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 01</i> COMMON ITEMS			Public Street Improvement							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	250.00	*****	140.00	*****	300.00	*****	420.00
103	POTHOLING	5 EA	320.00	1,600.00	140.00	700.00	200.00	1,000.00	300.00	1,500.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	9 EA	400.00	3,600.00	550.00	4,950.00	410.00	3,690.00	420.00	3,780.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	250.00	*****	140.00	*****	300.00	*****	315.00
106	MOBILIZATION	1 LS	*****	30,182.00	*****	11,615.50	*****	17,000.00	*****	21,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	800.00	*****	1,980.00	*****	800.00	*****	2,300.00
108	CLEARING AND GRUBBING	1 LS	*****	750.00	*****	980.00	*****	1,100.00	*****	3,350.00
109	ESC LEAD	1 LS	*****	500.00	*****	495.00	*****	600.00	*****	1,100.00
110	SIGNING, PERMANENT	1 LS	*****	800.00	*****	753.50	*****	750.00	*****	750.00
<i>Schedule Totals</i>				38,733.00		21,755.00		25,541.00		34,516.00

Project Number: 2011165			Engineer's Estimate		Mountain Crest Enterprises Inc		Bacon Concrete Inc		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> STREET & STORM				Public Street Improvement						
201	REMOVE EXISTING CURB	5 LF	10.00	50.00	35.38	176.90	10.00	50.00	8.50	42.50
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	3 SY	16.00	48.00	67.38	202.14	10.00	30.00	8.50	25.50
203	SAWCUTTING RIGID PAVEMENT	30 LFI	3.00	90.00	3.30	99.00	2.00	60.00	1.00	30.00
204	SAWCUTTING FLEXIBLE PAVEMENT	450 LFI	1.50	675.00	0.44	198.00	1.00	450.00	0.30	135.00
205	ROADWAY EXCAVATION INCL. HAUL	1205 CY	15.00	18,075.00	8.56	10,314.80	13.50	16,267.50	15.65	18,858.25
206	PREPARATION OF UNTREATED ROADWAY	3910 SY	3.00	11,730.00	1.49	5,825.90	1.85	7,233.50	2.00	7,820.00
207	CRUSHED SURFACING TOP COURSE	434 CY	45.00	19,530.00	47.59	20,654.06	37.40	16,231.60	34.50	14,973.00
208	CSBC DRIVEWAY TRANSITION	55 SY	30.00	1,650.00	14.15	778.25	40.00	2,200.00	9.00	495.00
209	CSTC FOR SIDEWALK AND DRIVEWAYS	100 CY	55.00	5,500.00	35.40	3,540.00	27.20	2,720.00	23.00	2,300.00
210	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	3680 SY	13.00	47,840.00	12.43	45,742.40	11.75	43,240.00	12.00	44,160.00
211	SOIL RESIDUAL HERBICIDE	3680 SY	0.25	920.00	0.17	625.60	0.16	588.80	0.15	552.00
212	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
213	COMPACTION PRICE ADJUSTMENT	1 EST	956.80	956.80	956.80	956.80	956.80	956.80	956.80	956.80
214	CEMENT CONCRETE CURB WALL	105 LF	38.50	4,042.50	39.40	4,137.00	28.00	2,940.00	31.50	3,307.50
215	ADJUST EXISTING VALVE BOX IN ASPHALT	1 EA	350.00	350.00	411.60	411.60	320.00	320.00	300.00	300.00
216	ADJUST EXISTING VALVE BOX IN CONCRETE	9 EA	370.00	3,330.00	411.60	3,704.40	280.00	2,520.00	350.00	3,150.00
217	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	4 EA	450.00	1,800.00	411.60	1,646.40	360.00	1,440.00	450.00	1,800.00
218	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	525.00	525.00	411.60	411.60	360.00	360.00	575.00	575.00

Project Number: 2011165			Engineer's Estimate		Mountain Crest Enterprises Inc		Bacon Concrete Inc		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02 STREET & STORM</i>				<i>Public Street Improvement</i>						
219	CATCH BASIN TYPE 1	7 EA	1,900.00	13,300.00	1,675.86	11,731.02	2,400.00	16,800.00	2,000.00	14,000.00
220	ABSORPTION TRENCH	365 LF	75.00	27,375.00	32.83	11,982.95	64.00	23,360.00	73.00	26,645.00
221	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	300.00	300.00	165.00	165.00	400.00	400.00	300.00	300.00
222	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20 CY	100.00	2,000.00	148.00	2,960.00	80.00	1,600.00	165.00	3,300.00
223	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	990.00	*****	500.00	*****	165.00
224	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	165 LF	45.00	7,425.00	44.28	7,306.20	40.00	6,600.00	46.00	7,590.00
225	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	2.20	*****	500.00	*****	200.00
226	CLEANING EXISTING SANITARY SEWER	4 EA	400.00	1,600.00	99.00	396.00	300.00	1,200.00	600.00	2,400.00
227	INLET PROTECTION	4 EA	100.00	400.00	103.00	412.00	75.00	300.00	75.00	300.00
228	STABILIZED CONSTRUCTION ENTRANCE	107 SY	20.00	2,140.00	11.00	1,177.00	10.00	1,070.00	100.00	10,700.00
229	TOPSOIL TYPE A, 2 INCH THICK	190 SY	6.00	1,140.00	3.85	731.50	3.10	589.00	3.70	703.00
230	SOD INSTALLATION	190 SY	11.00	2,090.00	11.00	2,090.00	12.00	2,280.00	10.50	1,995.00
231	REMOVE AND REPLACE SPRINKLER HEADS & LINES	1 LS	*****	500.00	*****	1,650.00	*****	1,500.00	*****	2,625.00
232	CEMENT CONCRETE CURB	800 LF	16.00	12,800.00	13.75	11,000.00	12.00	9,600.00	9.45	7,560.00
233	CEMENT CONC. CURB AND GUTTER	1400 LF	20.00	28,000.00	13.20	18,480.00	13.10	18,340.00	9.70	13,580.00
234	CEMENT CONCRETE DRIVEWAY	625 SY	38.00	23,750.00	42.25	26,406.25	31.50	19,687.50	33.00	20,625.00
235	CEMENT CONCRETE DRIVEWAY TRANSITION	215 SY	30.00	6,450.00	42.25	9,083.75	31.50	6,772.50	23.65	5,084.75
236	CEMENT CONC. SIDEWALK	560 SY	45.00	25,200.00	30.70	17,192.00	23.85	13,356.00	23.65	13,244.00

Project Number: 2011165			Engineer's Estimate		Mountain Crest Enterprises Inc		Bacon Concrete Inc		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 02</i> STREET & STORM			Public Street Improvement							
237	CEMENT CONCRETE STEPS	1.5 CY	550.00	825.00	1,155.00	1,732.50	600.00	900.00	1,000.00	1,500.00
<i>Schedule Totals</i>				273,206.30	224,912.22	222,962.20	231,996.30			

Project Number: 2011165			Engineer's Estimate		Mountain Crest Enterprises Inc		Bacon Concrete Inc		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> WATER & SEWER SERVICES				Not Public Street Improvement						
301	TRENCH EXCAVATION FOR WATER SERVICE TAP	144 CY	35.00	5,040.00	25.80	3,715.20	45.00	6,480.00	31.00	4,464.00
302	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	26 CY	100.00	2,600.00	148.00	3,848.00	80.00	2,080.00	165.00	4,290.00
303	WATER TAP APPLICATION FEE	14 EA	40.00	560.00	40.00	560.00	40.00	560.00	40.00	560.00
304	1 INCH DOMESTIC WATER TAP INSTALLATION	14 EA	730.00	10,220.00	730.00	10,220.00	730.00	10,220.00	730.00	10,220.00
305	SIDE SEWER PIPE 4 IN. DIAM.	40 LF	40.00	1,600.00	30.30	1,212.00	40.00	1,600.00	62.00	2,480.00
306	SIDE SEWER PERMIT	1 EA	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
<i>Schedule Totals</i>				20,060.00		19,595.20		20,980.00		22,054.00

Project Number

2011165

25th Ave, Freya St to 1/2 Blk E of Rebecca St

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	38,733.00	273,206.30	20,060.00	0.00	0.00	0.00	0.00	0.00	331,999.30
Spokane Rock Product	26,736.00	192,269.80	16,758.00	0.00	0.00	0.00	0.00	0.00	235,763.80
Red Diamond Construc	28,826.00	202,067.50	17,140.26	0.00	0.00	0.00	0.00	0.00	248,033.76
Inland Asphalt Compan	29,578.00	211,324.80	19,647.20	0.00	0.00	0.00	0.00	0.00	260,550.00
Mountain Crest Enterpr	21,755.00	224,912.22	19,595.20	0.00	0.00	0.00	0.00	0.00	266,262.42
Bacon Concrete Inc	25,541.00	222,962.20	20,980.00	0.00	0.00	0.00	0.00	0.00	269,483.20
Shamrock Paving Inc	34,516.00	231,996.30	22,054.00	0.00	0.00	0.00	0.00	0.00	288,566.30

Low Bid Contractor: Spokane Rock Products Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$26,736.00	\$38,733.00	30.97	% Under Estimate
Schedule 02	\$192,269.80	\$273,206.30	29.62	% Under Estimate
Schedule 03	\$18,215.95	\$21,805.22	16.46	% Under Estimate
Bid Totals	\$237,221.75	\$333,744.52	28.92	% Under Estimate



Agenda Sheet for City Council Meeting of:
04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2009-0611
Renews #	

Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13414
Agenda Item Name	0650-MIG ADDENDUM/EXTENSION		

Agenda Wording

Contract Addendum/Extension between the City of Spokane and MIG, Inc. for consulting services to complete the South Hill Coalition neighborhood planning process for an amount of \$87,555.00.

Summary (Background)

This contract is for consultant work to complete the South Hill Coalition neighborhood planning process. Five neighborhoods combined their City-allocated planning dollars of \$21,154 each to form the Coalition – Cliff Cannon, Comstock, Lincoln Heights, Manito/Cannon Hill, and Rockwood. MIG will manage the overall scope and timeline, develop and evaluate alternative solutions, perform necessary data analysis, create refined graphics, ensure that the plan considers other concurrent

Fiscal Impact	Budget Account
Expense \$ 87,555.00	# 0650 51450 58200 54201 20226
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	CHESNEY, SCOTT	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	jwright@spokanecity.org	
Additional Approvals		cbrazington@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

CONTRACT ADDENDUM / EXTENSION

THIS ADDENDUM / EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and MIG, INC., whose address is 815 SW 2nd Avenue, Suite 200, Portland, Oregon, 97204, as "Consultant."

WHEREAS, the parties entered into a contract wherein the Consultant agreed to provide neighborhood planning services on an as-requested basis; and

WHEREAS, work has been requested for the South Hill Coalition; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The contract, dated July 10, 2009, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract addendum / extension shall become effective March 27, 2013.
3. REVISED WORK. The scope of work of the original contract is expanded to include the following:

Provide consulting services to the South Hill Coalition (Cliff Cannon, Comstock, Lincoln Heights, Manito/Cannon Hill, and Rockwood neighborhoods) for their neighborhood planning process. Work includes six (6) tasks to provide assistance for the process, each with implementation steps:

- Task 1: Project Kickoff
- Task 2: Articulate the Plan Framework and Map
- Task 3: Test Projects and Programs
- Task 4: Refine Plan Framework and Elements
- Task 5: Plan Documentation and Approval
- Task 6: Detailed Conceptual Design.

The Consultant will manage the overall scope and timeline, develop and evaluate alternative solutions, perform necessary data analysis, create refined graphics, ensure that the plan considers other concurrent planning processes, and develop an implementation matrix and final report.

4. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2014.

5. COMPENSATION. The City will pay the Consultant EIGHTY SEVEN THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100 DOLLARS (\$87,555.00) for everything furnished and done under this contract addendum / extension.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

MIG, INC.

E-Mail address, if available: _____
lauren.s@mig.com.com

By: William Stewart
Title: Principal

South Hill Coalition Connectivity and Livability Strategic Plan

Scope of Work

General Roles and Responsibilities:

MIG, Inc.

- Manage overall scope and timeline
- Develop and evaluate alternative solutions
- Perform necessary data analysis
- Create refined graphics
- Ensure this SHC Plan feeds into other concurrent planning
- Develop implementation matrix and final report

South Hill Coalition (SHC)

- Promote and host community events
- Maintain the project website
- Create and distribute informational material
- Collect additional data and observations
- Participate in evaluation of alternatives
- Review all work products
- Printing

City of Spokane

- Serve as contract administrator
- Participate in strategy meetings
- Review all work products
- Large format printing

Task 1: Project Kick-Off

1.1 Project Initiation

MIG will initiate the project, prepare information requests, and meet by teleconference to refine the deliverables schedule and further detail communication and review protocols and timelines.

1.2 Background Document Review

MIG will review relevant plans and studies provided by City staff and the SHC Steering Committee. Relevant documents will include past work for the South Hill Coalition neighborhoods, the Southgate Neighborhood Plan, STA's planning documents and relevant citywide documents. Documents should also include recent or concurrent private development planning by other jurisdictions that have potential to impact the South Hill neighborhoods.

1.3 Issues and Opportunities Mapping

MIG will develop a series of up to five (5) existing conditions maps depicting assets, issues, and opportunities on the South Hill. Maps will include land uses, major destinations, community nodes, major connectivity barriers, and project opportunity sites.

1.4 Case Study Analysis

MIG acknowledges that much work has already been done to identify issues and challenges. We will utilize the results of the SHC Survey and stakeholder meetings to guide the work of selecting and summarizing three to five relevant case study examples of how similar communities or neighborhoods addressed the top issues identified by neighborhood residents. The results will be summarized in a Powerpoint presentation for use at the first SHC Steering Committee meeting.

1.5 Project Kickoff Meeting (SHC Steering Committee Meeting #1)

MIG will meet with the SHC Steering Committee to discuss desired outcomes, formalize lines of communication, and ensure that everyone has an understanding of the overall process and key deliverables. MIG will provide draft agendas, goals, and objectives for the first Steering Committee Meeting. We will also present the issues and opportunities maps and case studies.

1.6 Support for Website and Newsletters (ongoing)

MIG will provide graphics in a suitable format and descriptive narrative for use on the project website and in newsletters. We will also provide guidance about when to post to the project website and distribute newsletters.

PM.1 Project Management

Ongoing project management throughout Task 1 will include coordination calls with staff and the SHC Chair, team coordination, email communication with staff and SHC Steering Committee members, regular project updates via email, and invoicing.

Task 2: Articulate Plan Framework

2.1 Business Ambassador Outreach Kit

MIG will develop an outreach tool kit targeted at businesses and then work with the City staff and SHC Steering Committee to identify and recruit volunteers to go door to door to solicit input from businesses throughout the South Hill Coalition neighborhoods.

2.2 Business Ambassador Training

MIG will conduct a training session with ambassadors identified in consultation with the City staff and SHC Steering committee. The training will provide a detailed overview of the project, the outreach kit, interaction techniques, and an online reporting methodology.

2.3 Preliminary Plan Framework and Map

MIG will draft a vision and goals for the SHC based upon the results of the input gathered prior to our involvement. The framework will also include a map component that will illustrate the high level organizational structure for the physical plan improvements. A cover letter describing the plan framework and associated map will be provided to the SHC Steering Committee and City staff to provide a starting point for discussions in the following task.

2.4 Steering Committee Meeting #2

The second SHC Steering Committee meeting will focus on reviewing the Preliminary Plan Framework and Map, as well as the presentation materials created for Stakeholder Meeting #1. MIG will provide agendas, a Powerpoint presentation, graphic recording, and a summary of key action items.

2.5 Stakeholder Meeting #1

MIG will facilitate a Stakeholder Meeting to present and get feedback on the Issues and Opportunities Maps, case studies and Preliminary Plan Framework and Map. MIG will provide draft agendas, meeting presentation materials and handouts.

2.6 Summer Parkways Event

MIG will work with the SHC Steering Committee to develop a quick and easy intercept event activity to gather input during the Summer Parkways event scheduled for June 19th. MIG will provide materials and SHC will recruit volunteers to staff the event booth to help answer questions about the project and solicit input for the projects and programs developed in the next phase of the project.

2.7 Revise Plan Framework and Map

MIG will revise the preliminary Plan Framework and Map based on input from the Steering Committee, stakeholders, the business community and the larger community at the Summer Parkways event.

PM.2 Project Management

Ongoing project management throughout Task 2 will include coordination calls with staff and the SHC Chair, team coordination, email communication with staff and SHC Steering Committee members, regular project updates via email, and invoicing.

Task 3: Test Projects and Programs

3.1 Online Questionnaire

MIG will develop a community questionnaire that will be made available through a web link. The link can be distributed via email, paper flyers and available on the project website. The questionnaire can also be formatted as a print-ready PDF if the SHC wants to print, distribute, and conduct data entry of paper forms (via the web-based

questionnaire form). The questions will be designed to get input that will inform Tasks 3.2 through 3.5 below. The questionnaire results will be analyzed and summarized by MIG and documented in a summary memo.

3.2 *Connectivity Improvements*

MIG and DKS will develop a series of potential connectivity improvements that will likely include enhanced crossings, sidewalk improvements, bike treatments of various types and transit amenities. Projects will be selected to maximize connectivity to schools, parks and commercial areas. Connectivity improvements will be mapped, described in narrative and graphically depicted using at least one illustration each for up to five priority projects. Additional projects may be included and illustrated with precedent photos. The connectivity element will be developed in a manner to facilitate easy integration of projects into the City's Comprehensive Plan Transportation Chapter Update and STA's various planning processes.

3.3 *Brand, Identity and Wayfinding*

MIG develop a signage and wayfinding strategy for the South Hill. This will include at least two signage and wayfinding concepts (graphic illustrations of a basic signage hierarchy with at least three levels of signage), priority locations for the signage and identity markers, and a preliminary list of destinations that should be included on wayfinding signage.

3.4 *Neighborhood Character*

MIG will use community input to review the existing zoning, land use, and built form in the South Hill neighborhoods to identify aspects that may not fit with the vision and goals articulated by the residents. Discrepancies will be noted and potential changes will be identified for discussion at upcoming meetings. A particular focus will be on protecting and enhancing the unique character within each neighborhood. The neighborhood character element will be developed in a manner to facilitate easy integration of projects into the City's Comprehensive Plan.

3.5 *Parks and Schools*

MIG will document the amenities provided at parks and school grounds, including existing entrances and access points. We will then recommend improvements to ensure that community goals for recreation and social gathering are being addressed and geographically distributed appropriately.

3.6 *Steering Committee Meeting #3*

The purpose of the third Steering Committee Meeting is to review the initial set of projects and programs developed in tasks 3.2 through 3.5. The meeting will also include a discussion of project distribution and benefits to the South Hill community. MIG will provide agendas, a Powerpoint presentation, graphic recording, and transcription of meeting notes with a summary of key action items.

3.7 *Community Field Testing*

As an additional way to gather input and a mechanism to test some of the ideas for projects and programs, MIG will work with the Steering Committee to create very low cost, temporary improvements. An example may be using cones to add a bike lane for an afternoon along a block or two of roadway. The improvement will be accompanied with an informational booth and a commenting tool.

PM.3 *Project Management*

Ongoing project management throughout Task 3 will include coordination calls with staff and the SHC Chair, team coordination, email communication with staff and SHC Steering Committee members, regular project updates via email, and invoicing.

Task 4: Refine Plan Framework and Elements

4.1 *Project and Program Profiles*

MIG and DKS will work together to develop specific profiles for the projects and programs that received support in Task 3. The project profiles will include a graphic illustration and/or photo precedent, a narrative description and the initial elements of the implementation strategy. Each profile will be one to two pages and designed in the format of the final plan document. Each program and project with a geographic component will be keyed to a map. The MIG Team will prepare up to 20 total project and program profiles.

4.2 *Stakeholder Meeting #2*

MIG will facilitate a second meeting with the stakeholder group to review and discuss the project and program profiles and to provide specific input to inform the creation of the implementation strategy. MIG will provide agendas, a Powerpoint presentation, graphic recording, and a summary of key action items.

4.3 *Refine Project and Program Profiles*

MIG and DKS will refine the project and program profiles to incorporate the feedback received from the Steering Committee and stakeholders in Tasks 4.3 and 4.4.

4.4 *Draft Implementation Strategy*

MIG and DKS will develop an implementation strategy for the Connectivity and Livability Plan. The primary product will include a matrix that lists projects and programs (identified and described in previous tasks) with associated information for level of priority, phasing, responsible parties, planning level cost estimates, and necessary action steps for implementation.

4.5 *Community Open House #1*

MIG will organize and facilitate an interactive Community Open House to present the Plan Framework, Project and Program Profiles and Implementation Strategy to the

South Hill residents and others who attend. The SHC will be responsible for securing a meeting space, providing refreshments and publicizing the event. MIG will develop and provide sign-in sheets, agendas, comment cards, a Powerpoint presentation, graphic recording, displays, and activities.

PM.4 Project Management

Ongoing project management throughout Task 4 will include coordination calls with staff and the SHC Chair, team coordination, email communication with staff and SHC Steering Committee members, regular project updates via email, and invoicing.

Task 5: Plan Documentation and Approval

5.1 Community Review Draft Plan

The MIG Team will prepare a Draft South Hill Coalition Connectivity and Livability Strategic Plan for review by the Steering Committee, City staff and the community. At a minimum, the Draft Plan will include the following chapters: introduction, plan framework (with an overview of the major connectivity and livability elements of the plan), project and programs, and implementation strategy. The Community Review Draft Plan will be fully formatted with all graphics incorporated into the document.

5.2 Community Open House #2

MIG will plan and co-host with the SHC Steering Committee a second community open house to present the Draft Plan. The open house will be designed in a manner to allow for a variety of interaction levels. MIG will develop and provide sign-in sheets, agendas, comment cards, a powerpoint presentation, graphic recording, displays, and activities.

5.3 Steering Committee Meeting #4

The fourth steering committee meeting will be devoted to reviewing and responding to the direction and feedback provided by the community at Open House #2. MIG will identify key decision points that will directly influence the revisions to the Community Review Draft Plan. MIG will provide agendas, a powerpoint presentation, graphic recording, and transcription of meeting notes with a summary of key action items.

5.4 Final Plan Document

The MIG Team will finalize the South Hill Coalition Connectivity and Livability Strategic Plan based upon comments and feedback provided by the community, stakeholders, Steering Committee and City staff.

5.5 Assistance with Hearings/Approval

MIG will contribute to the development of a presentation suitable for delivery to the Plan Commission and City Council. MIG will provide one staff member to attend one briefing/hearing each for the Plan Commission and City Council.

5.6 Updatable Executive Summary Brochure

MIG will create an updatable Executive Summary Brochure for the Final Plan that can be produced in larger quantities and distributed to a broader audience than the Plan document. The brochure will be designed in a manner and with appropriate software to ensure that the SHC can use to track progress and communicate its yearly action plan.

PM.5 Project Management

Ongoing project management throughout Task 5 will include coordination calls with staff and the SHC Chair, team coordination, email communication with staff and SHC Steering Committee members, regular project updates via email, and invoicing.

Task 6: Detailed Conceptual Design

6.1 Draft Conceptual Designs

MIG and DKS will develop more detailed conceptual designs for two priority projects. We will work with City staff to identify the level of design, format and supporting information that will help projects move up the list of citywide priorities. If grant funding is identified, we will tailor the conceptual design/s to fulfill the requirements of the granting agency/organization and to better position the project for a successful application.

6.2 Steering Committee Meeting #5

The purpose of the fifth Steering Committee meeting is to present and discuss the Conceptual Designs. MIG will provide agendas, a Powerpoint presentation, graphic recording, and transcription of meeting notes with a summary of key action items.

6.3 Revised Conceptual Designs

MIG and DKS will revise the conceptual design based upon the feedback received from the Steering Committee and City staff.

PM.6 Project Management

Ongoing project management throughout Task 6 will include coordination calls with staff and the SHC Chair, team coordination, email communication with staff and SHC Steering Committee members, regular project updates via email, and invoicing.

**South Hill Coalition Connectivity and Livability Strategic Plan
Project Schedule and Budget**

Tasks	2013										2014						MIG Budget	DKS Budget	Direct Costs	Total Budget
	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June					
Task 1: Project Kick-Off																				\$9,710
1.1 Project Initiation																	\$470			\$470
1.2 Background Document Review																	\$1,130			\$1,130
1.3 Issues and Opportunities Mapping																	\$1,910			\$1,910
1.4 Case Study Analysis																	\$1,550			\$1,550
1.5 Project Kick-Off Meeting																	\$2,280	\$400		\$2,680
1.6 Support for Website and Newsletters																	\$1,020			\$1,020
PM.1 Project Management																	\$950			\$950
Task 2: Articulate Plan Framework																				\$12,370
2.1 Business Ambassador Outreach Kit																	\$1,190			\$1,190
2.2 Business Ambassador Training																	\$900	\$250		\$1,150
2.3 Preliminary Plan Framework and Map																	\$3,020			\$3,020
2.4 Steering Committee Meeting #2																	\$1,280	\$200		\$1,480
2.5 Stakeholder Meeting #1																	\$1,280	\$200		\$1,480
2.6 Summer Parkways Event																	\$1,140	\$100		\$1,140
2.7 Revise Plan Framework and Map																	\$1,190			\$1,190
PM.2 Project Management																	\$1,720			\$1,720
Task 3: Test Projects and Programs																				\$18,010
3.1 Online Questionnaire																	\$3,100	\$150		\$3,250
3.2 Connectivity Improvements																	\$1,490	\$1,500		\$2,680
3.3 Brand, Identity and Wayfinding																	\$1,910			\$1,910
3.4 Neighborhood Character																	\$1,850			\$1,850
3.5 Parks and Schools																	\$1,550			\$1,550
3.6 Steering Committee Meeting #3																	\$1,940	\$250		\$2,190
3.7 Community Field Testing																	\$2,300	\$250		\$2,550
PM.3 Project Management																	\$1,720			\$1,720
Task 4: Refine Projects and Programs																				\$17,100
4.1 Project and Program Profiles																	\$4,420	\$2,000		\$6,420
4.2 Stakeholder Meeting #2																	\$1,430	\$1,000	\$250	\$2,680
4.3 Refine Project and Program Profiles																	\$1,370			\$1,370
4.4 Draft Implementation Strategy																	\$2,020			\$2,020
4.5 Community Open House #1																	\$2,640	\$250		\$2,890
PM.4 Project Management																	\$1,720			\$1,720

Tasks	2013											2014						MIG Budget	DKS Budget	Direct Costs	Total Budget
	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June						
Task 5: Plan Documentation & Approval																			\$19,370		
5.1 Community Review Draft Plan																\$7,400			\$7,400		
5.2 Community Open House #2																\$2,300		\$250	\$2,550		
5.3 Steering Committee Meeting #4																\$1,940		\$250	\$2,190		
5.4 Final Plan Document																\$2,020			\$2,020		
5.5 Assistance with Hearings/Approval																\$1,200		\$250	\$1,450		
5.6 Executive Summary Brochure																\$2,210			\$2,210		
PM.5 Project Management																\$1,720			\$1,550		
Task 6: Detailed Conceptual Design																			\$10,830		
6.1 Draft Conceptual Designs																\$4,760	\$1,500		\$6,260		
6.2 Steering Committee Meeting #5																\$1,250		\$250	\$1,500		
6.3 Revised Conceptual Designs																\$1,910			\$1,910		
PM.6 Project Management																\$860			\$860		
Subtotal																\$77,790	\$6,000	\$3,300	\$87,090		
5% Administrative Mark-Up on Sub-Consultant Fees and Direct Costs																	\$300	\$165			
TOTAL																			\$87,555		



Agenda Sheet for City Council Meeting of:
04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0322
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	RFP 3899-12
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370-MASTER CONTRACT-KIEMLE & HAGOOD		

Agenda Wording

Master Contract with Kiemle & Hagood for On-Call commercial brokerage services for an amount not to exceed \$600,000.00.

Summary (Background)

Master Contract with Kiemle and Hagood for commercial brokerage services. It will be utilized as a master agreement with individual task assignments being completed for each property acquisition, disposition, lease, or evaluation. Sales agreements, listing agreements, brokers estimates of value will be the deliverables from this contract. These services will not be utilized for right-of-way acquisition, federal relocations, etc.

Fiscal Impact	Budget Account
Expense \$ 600,000.00	# Various
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	TAYLOR, MIKE	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		dsteele@spokanecity.org	

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "City," and KIEMLE & HAGOOD COMPANY, a Washington corporation, having offices for the transaction of business at 601 West Main Avenue, Suite 400, Spokane, Washington 99201, as "Kiemle," jointly hereinafter referred to as the "Parties."

The Parties agree as follows:

1. SERVICES.

- A. Kiemle may, on an on-call basis, provide the following services to City: sales, acquisition, leasing, Broker Opinion of Value, consultation, management, oversight of other service providers (such as residential agents, appraisers, etc.), and portfolio evaluation.
- B. The City shall engage Kiemle to perform services by issuing a Task Order (an example is shown on Attachment "B") at City's discretion. For each Task Order issued to Kiemle, Kiemle shall provide an agreement to City which shall describe, among other things, the property(ies) involved, the service(s) to be provided, the compensation, and an expiration date.

2. TERM. The term of this Agreement shall be for three (3) years beginning April 1, 2013. The Agreement may be extended for one (1) two (2) year term at the City's sole option. Any extension shall be executed with the same formalities as this Agreement.

3. COMPENSATION. Kiemle shall be compensated based on the amount of each approved and completed task order.

4. PAYMENT. Payment shall be provided pursuant to the rates set forth in Attachment "A". Kiemle shall submit applications for payment to the Asset Management Department, Second Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of Kiemle's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Provided, however, commissions on sale of real property shall be made a part of the real estate closing process.

5. TERMINATION. Either party may terminate this Agreement without reason and without cause upon five (5) days written notice to the other party. In the event of a termination not the fault of Kiemle, the City shall pay Kiemle for all work performed up to the date of termination, upon receipt and approval of an application for payment.
6. INDEPENDENT CONTRACTOR. The Parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results that could be achieved and has no right to control or direct Kiemle, either as to the results or the details and means for rendering the services required herein. The conduct and control of all services will be solely with Kiemle. Kiemle, and any agent, employee, servant or otherwise of Kiemle shall not be deemed to be an employee, agent, servant or otherwise of the City for any purpose nor shall they identify or hold themselves out as the same. Kiemle or any employee of Kiemle is not entitled to any of the benefits that the City provides for City employees, including but not limited to, health insurance, sick leave, pension, vacation, longevity, or disability leave, etc. Kiemle will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this Agreement.
7. OWNERSHIP OF DOCUMENTS. All documents produced by Kiemle pursuant to the terms of this Agreement shall be the property of the City.
8. MAINTENANCE OF RECORDS. Kiemle shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which Kiemle shall have kept in conjunction with this Agreement, and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein.
9. COMPLIANCE WITH LAWS. The Parties agree to observe all federal, state and local laws, ordinances and regulations, to the extent that they may have any bearing on providing any services under the terms of this Agreement. .
10. LICENSING OF KIEMLE. Kiemle shall maintain such licenses and permits as are required for any of the services to be performed.
11. AGENCY.
 - A. The City authorizes Kiemle to appoint property manager(s), leasing and sales agent(s) to act as City's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s), and Kiemle only, not with any other sales associates of Kiemle. Any manager or salesperson, other than Listing Agent(s), who procures a prospective tenant or Buyer may not be representing City and may represent the tenant or Buyer. Accordingly, for purposes of this Agreement, the term "Agent" means Listing Agent(s) and Listing Agent's Broker or Designated Broker, unless expressly stated otherwise.

- B. The City agrees that if City premises are leased to a tenant represented by one of Kiemle's salespersons other than Listing Agent(s), then the City consents to Kiemle's Broker acting as a dual agent. The City hereby acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency".
12. MODIFICATION. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.
13. WAIVER. No officer, employee, agent or otherwise of the City has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by Kiemle of any provision hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.
14. NOTICES. All notices called for or provided for in this Agreement shall be in writing and must be served on the other party either personally or by certified mail, return receipt requested, sent to the party at its respective address hereinabove given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
15. OTHER EMPLOYMENT. This Agreement is not an exclusive services agreement. Kiemle may take on other professional assignments while completing those work elements/tasks set forth herein, and the City may use its own employees or other service providers for property management or listing for sale.
16. INSURANCE. During the term of the Agreement, Kiemle shall maintain in force at its own expense, the following types and amounts of insurance:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to Kiemle's services to be provided under this Agreement.

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from Kiemle or its insurer(s) to the City. As evidence of the insurance coverage's required by this Agreement, Kiemle shall furnish an acceptable insurance certificate to the City at the time Kiemle returns the signed Agreement.

17 INDEMNIFICATION.

- A. Kiemle agrees to indemnify and defend the City from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence of Kiemle, its employees, or agents in connection with the services to be performed by Kiemle under the terms of this Agreement.
- B. The City agrees to indemnify and defend Kiemle from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence of the City, its employees, or agents in connection with the obligations of the City under the terms of this Agreement. .
- C. If the negligence of both Kiemle and City (or a person identified above for which each is liable) is a cause of such damage or injury, the loss, cost of expenses shall be shared between Kiemle and the City in proportion to their relative degrees of negligence and the right of indemnity shall apply to such proportion.

18. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, 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.

19. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. Kiemle shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If Kiemle does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. 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

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or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

KIEMLE & HAGOOD COMPANY, a
Washington corporation

Email Address, if applicable:
larrys@khco.com

By: 

Title: President + CEO

ATTACHMENT A

FEES & COMPENSATION

Kiemle shall provide services on an on-call basis. The City shall determine the scope of work for each individual assignment and approve a Task Order (Attachment B), which shall incorporate by reference all provisions of this Agreement and estimate the cost of all work to be completed under each Task Order. No work will be done or compensated without a written Task Order approved by City and Kiemle. Fees shall be:

- Sale of Single Family Residential property: 6% of Sale Price (to be shared with the buyer agent, if applicable).
- Sale of Single Family Residential land: 10% of Sale Price (to be shared with the buyer agent, if applicable).
- Sale of improved commercial property: 5% of the Sale Price if sold solely by Listing Agent and 6% of Sale Price if other brokers, including Kiemle & Hagood Co. Brokers, are involved (to be shared with other broker(s)).
- Sale of major properties: should City, at City's sole discretion, deem a property requires a national brokerage and/or advisory role, Kiemle shall partner with Cushman & Wakefield of Oregon and share the brokerage fee with Cushman per the terms of a separate agreement between Kiemle and Cushman. Fees for sale of major properties shall be the same as "Sale of improved commercial property", above.
- Sale of unimproved commercial land: 7% of the Sale Price if sold solely by the Listing Agent and 8% of Sale Price if other brokers, including Kiemle & Hagood Co. brokers, are involved (to be shared with other broker(s)).
- Leasing of commercial property: 6% one-time payment of gross rents to be anticipated over the term of the lease, up to 5 years and 3% of gross rents for any period of time beyond 5 years. Gross rents shall include all payments made to the City for rent and operating expense reimbursements (if applicable).
- Renewal of Existing leases on commercial property: 2% one-time payment of the gross rents to be anticipated over the term of the lease, up to 5 years and 1% of gross rents for any period of time beyond 5 years. Gross rents shall include all payments made to the City for rent and operating expense reimbursements.
- Broker's Opinion of Value: Between \$500.00 and \$1,000 per report, depending on complexity.
- Portfolio Review and Assessment: At the City's discretion, Kiemle shall make an

assessment of the City's entire Portfolio of properties on a property-by-property basis in order to advise City staff, of potential market values, marketability, recommended disposition process(es), and any other criteria as established by the City. A one-time fee of \$10,000 shall be paid to Kiemle upon receipt by City of the Portfolio Review and Assessment.

- Consultation: Kiemle shall provide consultation services at the following rates:
 - Brokers, agents, and property managers: \$150 to \$200 per hour depending the complexity of the assignment and the experience-level of the consultant;
 - Principals of Kiemle: \$225 per hour.
- Minimum Fee: The minimum fee for any sale or transfer of ownership shall be \$1,000.
- Appraisals: Appraisal costs are to be determined by an appraisal firm. If the City desires Kiemle to play a role in defining the scope of work and/or evaluate the work product, then Kiemle will charge a fee that is 10% of the cost of the appraisal.
- From time to time Kiemle may perform studies for which Kiemle does not receive compensation due to a decision to not list or market a property. Kiemle is comfortable with this as it is looking at the broader ongoing relationship. In addition, should Kiemle be retained as a property manager for a particular parcel, it will submit a fee proposal in advance of the assignment for approval. It is difficult to quote a fee for an unknown property of unknown complexity. That said, the City can expect fees to range from 4% to 6% of the monthly rents collected for such assignments. If the management is to be of a single family residence, Kiemle may look to subcontract that service to a reputable provider, approved by the City, who would report to Kiemle working under the same terms and conditions as this Agreement. Fees in this case would be 10% of monthly rents collected.

ATTACHMENT B

CITY OF SPOKANE REAL ESTATE TASK ORDER # _____

GENERAL INFORMATION

Project Name: _____

Authorized By: * _____ Phone: () _____ Fax: () _____ Email: _____

Contact Name: _____

Address: _____

<p>ASSIGNMENT TYPE</p> <p><input type="checkbox"/> Property Analysis</p> <p><input type="checkbox"/> Property Management</p> <p><input type="checkbox"/> Sale</p> <p><input type="checkbox"/> Acquisition</p> <p><input type="checkbox"/> Lease</p> <p><input type="checkbox"/> Consulting</p> <p><input type="checkbox"/> Construction Management</p> <p><input type="checkbox"/> Other _____</p> <p>Parcel #: _____</p> <p>Recording #: _____</p>	<p>PROPERTY TYPE</p> <p>Commercial:</p> <p><input type="checkbox"/> Land</p> <p><input type="checkbox"/> Building—Office/Retail</p> <p><input type="checkbox"/> Building—Industrial</p> <p>Residential:</p> <p><input type="checkbox"/> Land</p> <p><input type="checkbox"/> Land w/ Structures</p> <p>Other:</p> <p><input type="checkbox"/> _____</p> <p>_____</p>	<p>COMPENSATION TYPE</p> <p><input type="checkbox"/> Percentage of Price _____ % of _____</p> <p><input type="checkbox"/> Hourly Rate with Maximum _____</p> <p><input type="checkbox"/> Fixed Fee: \$ _____ *****</p> <p>Fee Paid By: _____</p>
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PROJECT DESCRIPTION / REQUIREMENTS / COMMENTS: _____

MINIMUM TERMS: _____

TARGET COMPLETION DATE: _____

<p>AUTHORIZATIONS</p> <p>City of Spokane</p> <p>*Authorizing Party: _____</p> <p style="padding-left: 100px;">Date: _____</p> <p>Executive Branch Approval: _____</p> <p style="padding-left: 100px;">Date: _____</p>	<p>ACCEPTANCE</p> <p>Kiemle & Hagood Company</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Agenda Sheet for City Council Meeting of:
04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0323
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370-MASTER CONTRACT-LELAND		

Agenda Wording

Master Contract with Leland Consulting Group for property portfolio Evaluation, Value Enhancement and Disposition Services for an amount not to exceed \$104,020.00.

Summary (Background)

Master Contract with Leland Consulting Group for property portfolio review. It will be utilized as a master agreement with individual task assignments being completed for specific properties. Each property will be reviewed for environment, land use, zoning, and market concerns. Recommendations for steps to be taken to achieve the highest and best use for each property will be the deliverable. These services will not be utilized for right-of-way acquisition, federal relocations, etc.

Fiscal Impact	Budget Account
Expense \$ 104,020.00	# Various
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	TAYLOR, MIKE	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		mhughes@spokanecity.org	
		dsteele@spokanecity.org	

<p>CONSULTANT AGREEMENT</p>	<p>Consultant/Address/Telephone</p> <p>LELAND CONSULTING GROUP</p>
<p>Agreement Number:</p>	<p>610 SW Alder Street, Suite 1008 Portland, Oregon 97205-3611</p> <p>(503) 222-1600</p>
<p>City Project Number:</p>	<p>Fax: (503) 222-5078</p>
<p>Agreement Type (Choose one)</p> <p><input type="checkbox"/> Lump Sum</p> <p>Lump Sum Amount \$ _____</p> <p><input type="checkbox"/> Cost Plus Fixed Fee</p> <p>Overhead Progress Payment Rate _____%</p> <p>Overhead Cost Method</p> <p><input type="checkbox"/> Actual Cost</p> <p><input type="checkbox"/> Actual Cost Not to Exceed _____ %</p> <p><input type="checkbox"/> Fixed Rate _____ %</p> <p>Fixed Fee \$ _____</p>	<p>Project Title and Work Description:</p> <p>CITY OF SPOKANE REAL PROPERTY PORTFOLIO EVALUATION, VALUE ENHANCEMENT AND DISPOSITION SERVICES</p> <p>PHASES 1 AND 2</p>
<p>X Specific Rates of Pay</p> <p>X Negotiated Hourly Rate</p> <p><input type="checkbox"/> Provisional Hourly Rate</p> <p><input type="checkbox"/> Cost Per Unit of Work</p>	<p>Completion Date</p> <p>April 30, 2016. Two year possible extension at sole option of the City</p>
	<p>Total Amount Authorized \$ 104,020</p> <p>Management Reserve Fund \$ 0</p> <p>Maximum Amount Payable \$ 104,020</p>

THIS AGREEMENT is between the Local Agency of CITY OF SPOKANE, WASHINGTON, hereinafter called the "Agency," and the above organization, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Agency desires to accomplish the above referenced project; and

WHEREAS, the Agency does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Agency; -- Now, Therefore,

The Parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this Agreement shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this Project. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

II. SCOPE OF WORK

This Scope of Work and project level of effort for this Project is detailed in the attached Exhibit A. Provided, however, any listing of specific property for sale shall be by a separate agreement executed with the same formalities as this Agreement.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this Agreement, with outside agencies, groups or individuals shall receive advance approval by the Agency. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the Agency.

The Consultant shall attend coordination, progress and presentation meetings with the Agency or such federal, community, state, city or county officials, groups or individuals as may be requested by the Agency. The Agency will provide the Consultant sufficient notice prior to meetings requiring Consultant participation. The minimum number of hours or days notice required shall be agreed to between the Agency and the Consultant and shown in Exhibit A. The Consultant shall prepare a monthly progress report, in a form approved by the Agency, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data, furnished to the Consultant by the Agency shall be returned. All documents, and other work products prepared by the Consultant prior to completion or termination of this Agreement are instruments of service for this Project and are the property of the Agency. Reuse by the Agency or by others acting through or on behalf of the Agency of any such instruments of service not occurring as a part of this Project, shall be without liability or legal exposure to the Consultant.

IV. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Agency. All work under this Agreement shall be completed by the date shown in the heading of this Agreement under completion date.

The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established completion time.

V. PAYMENT

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided in the attached Exhibit B. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

VI. SUBCONTRACTING.

The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the Agency. No permission for subcontracting shall create, between the Agency and subcontractor, any contract or any other relationship.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V.

VII. EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the Agency shall

have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, or other persons, while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of the employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees, or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of the contract, in the employ of the Agency, except regularly retired employees, without written consent of the Agency.

VIII. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, 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.

IX. TERMINATION OF THE AGREEMENT

The right is reserved by the Agency to terminate this Agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

In the event, this Agreement is terminated by the Agency other than for default on the part of the Consultant, a final payment shall be made to the Consultant as shown below.

Negotiated Hourly Rate of Pay Contracts

A final payment shall be made to the Consultant for actual hours charged at the time of termination of this Agreement plus any direct non-salary costs incurred at the time of termination of this Agreement.

No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

If the services of the Consultant are terminated by the Agency for default on the part of the Consultant, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Agency at the time of termination; the cost to the Agency of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the Agency in accordance with the provision of this Agreement.

Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

X. CHANGES IN WORK

The Consultant shall make such changes and revisions in the complete work of this Agreement as necessary to correct errors appearing therein, when required to do so by the Agency, without additional compensation thereof. Should the Agency find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Agency. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI. DISPUTES

Any dispute concerning questions of facts in connection with the work not disposed of by Agreement between the Consultant and the Agency shall be referred for determination to the City Administrator, whose decision in the matter shall be final and conclusive on the Parties, provided, however, that if an action is brought challenging his/her decision, that decision shall be subject to de novo judicial review.

XII. VENUE AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any

such action shall be initiated in the Superior Court of Spokane County, State of Washington. The Parties to the action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XIII. LEGAL RELATIONS AND INSURANCE

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant shall indemnify and hold the Agency and the State and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based solely upon the conduct of the Agency, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Agency of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the Agency, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

The Consultant's professional liability to the Agency shall be limited to one million dollars, (\$1,000,000).

XIV. EXTRA WORK

The Agency may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the Agency shall make an equitable adjustment in the maximum amount payable; delivery or completion schedule, or both; and other affected terms and shall modify the Agreement accordingly.

The Consultant must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Agency decides that the facts justify it, the Agency may receive and act upon a claim submitted before final payment of the Agreement.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions of this section, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written supplement to this Agreement.

XV. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties. No agent, or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

XVI. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting materials submitted by it. The Consultant accepts the Agreement and agrees to all of its terms and conditions.

XVII. ADDITIONAL TERMS AND CONDITIONS

- A. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- B. ANTI-KICKBACK. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
- C. LITIGATION ASSISTANCE. The Scope of Services does not include costs of the Consultant for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Agency. All such services required or requested of the Consultant by the Agency, except for suits or claims between the parties to this Agreement, will be reimbursed as Extra Work.

3-25-13

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

Dated: _____

LELAND CONSULTING GROUP

Email Address, if applicable:

czahas@lelandconsulting.com

By: 

Christopher E. Zahas, AICP

Title: Managing Principal

3-25-13

EXHIBIT A

SCOPE OF WORK

**CITY OF SPOKANE
REAL PROPERTY PORTFOLIO EVALUATION,
VALUE ENHANCEMENT AND DISPOSITION SERVICES**

PHASES 1 AND 2

LELAND CONSULTING GROUP



13 April 2013

Mr. David Steele
Asset Management Group
CITY OF SPOKANE
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

**Re: City of Spokane Property Portfolio Evaluation,
Value Enhancement, and Disposition**

Dear David,

Per your request, this letter documents the scope of work and budget that we have discussed thus far regarding the City of Spokane's Property Portfolio, and which received preliminary City Council approval in January 2013.

Based on our communications, my understanding is that the City of Spokane has title to a "property portfolio" of approximately 1,500 properties, which is the "universe" of City properties to be considered by the team. These properties vary widely in character, size, and value. For example, a few properties (such as the Ranch, North Foothills, and Normandie) are well located, relatively large, and have already been identified by the City as prime candidates for disposition. By contrast, hundreds of properties assigned to the Parks Department, Water Department, or airport, are assumed to be serving a useful function and enabling agencies to provide key services.

PROJECT TEAM

The project team will consist of several primary team members, as well as supporting firms. The primary team members are Leland Consulting Group, Cushman & Wakefield, and Kiemle & Hagood. I will serve as project manager for the entire project, and work closely with Lindsay Gordon of Cushman & Wakefield and Mike Livingston of Kiemle & Hagood to develop the team's recommendations and disposition strategy. We will be supported by Studio Cascade (site planning, Washington state land use processes) and survey and environmental analysts to be determined.

SCOPE OF WORK

This project consists of the following phases, which are explained in detail below.

Phase	
1	Property Portfolio Evaluation and Surplus Property Plan
2	Property-Specific Value Enhancement and Due Diligence
	A. Ranch Property Environmental and Survey
	B. North Foothills and Normandie Properties
	C. Other properties with impediments to reuse or sale
3	Property Dispositions

People Places Prosperity

Revitalizing Downtowns
Creating Partnerships
Targeting Real Estate Success
Shaping Financial Strategies
Strengthening Community
Enabling Sustainability & Livability
Making Cities Work

610 SW Alder Street Suite 1008
Portland Oregon
97205-3611
p 503.222.1600
f 503.222.5078

New York New York
Los Angeles California
Bend Oregon
Abilene Texas
San Miguel de Allende Mexico

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PHASE 1. REAL ESTATE PORTFOLIO EVALUATION AND SURPLUS PROPERTY PLAN

Goals. The goal of this phase is to enable the City to better understand its portfolio and decide what actions should be taken with various groups or “tranches” of properties. Actions for various groups of properties will likely include immediate disposition; structured disposition (e.g., including Disposition and Development Agreements with terms); rezoning; maintain and operate property as-is or with improvements; examine via additional due diligence (see Phase 2.C); or other. This plan will document the team’s rationale for its recommendations and findings, and generate an action plan that the City Council and Asset Management Group can review, revise, approve, and execute in the coming months and years.

Timeframe. The anticipated timeframe for this work phase is April through June 2013.

Tasks. The tasks associated with this phase of work are:

1. Trip to Spokane: two to three days, including site visits and interviews with staff.
2. Review data and site information;
3. Review and analyze maps and data provided by the City;
4. Internal team work session;
5. Draft the Real Estate Portfolio Evaluation report;
6. Edit report based on client comments;
7. Finalize report;
8. Present report to City Council or other City advisory board, including trip to Spokane;
9. Strategic advisory services provided by senior principals at Leland Consulting Group, Cushman & Wakefield, and Kiemle & Hagood; and
10. Project management and meetings.

PHASE 2. PROPERTY-SPECIFIC VALUE ENHANCEMENT AND DUE DILIGENCE

The goal of this phase is to increase the City’s understanding of the factors (real estate market, environmental/soil, legal property definition) associated with several key properties, so that the City can move confidently forward with the sale and private sector redevelopment of the sites. Private sector buyers typically place a significant value on certainty regarding property title and attributes. Thus, by better understanding these sites’ attributes, the City will be able to manage the disposition and redevelopment process, be less likely to become engaged in protracted transaction negotiations, possibly increase sale prices, and achieve more desired redevelopment outcomes (e.g., economic development, quality site design, quality of life for surrounding neighborhoods, etc.).

Tasks in this phase of work address due diligence and value enhancement for three specific properties: the Ranch (Phase 2.A) and North Foothills and Normandie properties (Phase 2.B). The work pertaining to these properties has been divided into two separate tasks since the properties, and their likely future uses, are quite different.

It is anticipated, but not known for certain, that other properties within the City’s portfolio may require additional due diligence analysis prior to being put on the market. This is because part of the intent of Phase 1 is to enable the consultant team and City to better

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understand the City's portfolio, and to identify additional properties that will likely require due diligence work. Therefore, this work (beyond the Ranch, North Foothills, and Normandie properties) has not been budgeted for or included in this scope of work, and is addressed in Phase 2.C below.

A. Ranch Property Environmental and Survey

Goals. The goals of this phase are to conduct a preliminary environmental assessment (either Phase 1 Environmental Site Assessment (ESA) or similar preliminary environmental assessment) and ALTA Survey (American Land Title Association) in order identify any environmental, physical, or title issues that could impede or delay the sale of the Ranch property.

Timeframe. The anticipated timeframe for this work phase is April through July 2013.

Tasks. For the purposes of expediency and insurance logistics, Leland Consulting Group's preference is to work with the City to establish a direct contract between the City and the environmental and surveying consultants performing Tasks 2 and 3 below, rather than engaging these specialists as subcontractors to Leland Consulting Group. If such contracts can be arranged, the technical support budgets for Tasks 2 and 3 (\$14,000) will be removed from this scope of work and budget, and reassigned to these firms directly. In either case, the responsibility and budget for Tasks 1, 4, and 5 would be covered by this contract.

The tasks associated with this phase of work are:

1. Kick off meeting and site tour with City staff, environmental, and survey consultants;
2. Preliminary Environmental Assessment;
3. ALTA (American Land Title Association) Survey;
4. Project management; and
5. Contingency (additional follow up survey or environmental analysis).

B. Foothills and Normandie Properties

Goals. The goal of this phase is to shape a strategy for disposition and private use of two key properties that will maximize the value of on-site private investment, development quality, community benefits, and speed of disposition.

Through the action plan, development strategy, and report tasks listed below, the team will evaluate the real estate market dynamics relevant to the site; recommend a series of highest and best uses on the site; recommend means for the City to achieve any non-financial objectives (e.g., neighborhood amenities or quality of life); recommend desirable changes to the site's zoning, if any; estimate a reasonable range of property values based on comparable property transactions; recommend any additional public sector roles such as subdivisions of the sites; and recommend a disposition strategy (e.g., local or regional purchaser marketing) and any specific deal terms (such as a phased sale of various parcels, or required components of development).

Timeframe. The anticipated timeframe for this work phase is April through July 2013.

Tasks. The tasks associated with this phase of work are:

1. Kick off meeting;

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2. Analysis of site, demographics, and real estate market;
3. Obtain and review property title reports;

Phase 1 Environmental Site Assessments (ESA) are assumed to be complete for these sites based on communication with the City and are therefore not included in this scope. ALTA surveys may be completed during Phase 2.C and are not included in this scope.

4. Review past documents including North Foothills Integrated Planning Study, past environmental reports, and other documents;
5. Conduct stakeholder interviews with potential developers, property purchasers, neighborhood representatives, and other key stakeholders;
6. Site visits;
7. Review of comparable property sales;
8. Stakeholder interviews: developer follow ups via phone or in person;
9. Half day planning workshop, including City staff and project team;
10. Conceptual site plans to be generated during and following workshop; this may include property subdivisions, new on-site infrastructure such as roadways, utility relocations, grading, and other features;
11. Site improvement plan and preparation of conceptual-level cost estimation based on site plans for items such as recommended utility relocations;
12. Preliminary financial analysis including estimated property sale value range, costs of site preparation, net revenue to City, and property taxes generated as a result of anticipated development on-site;
A Public Open House is not included in this budget but may be conducted by the City of Spokane staff.
13. Preliminary development strategy memo and PowerPoint presentation;
14. Action Plan (relocation of City facilities, environmental remediation, disposition strategy, etc.)
15. Preparation of property marketing package and materials for use during disposition process.
16. Prepare draft findings and conclusions report and PowerPoint presentation;
17. Prepare final findings and conclusions report and PowerPoint presentation;
18. Present findings and conclusions to City Council or other City advisory board;
19. Strategic advisory services provided by senior principals at Leland Consulting Group, Cushman & Wakefield, and Kiemle & Hagood; and,
20. Project management and meetings.

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C. Due Diligence for Other Properties with Impediments to Reuse or Sale

Goals. The goal of this phase is to reduce uncertainty about City-owned property in order to increase interest and receptivity from private sector buyers, accelerate sale and investment in Spokane, and accelerate the disposition process.

Due diligence may include work such as surveying/legal property definition, soils and environmental, title research, market analysis, civil engineering analysis, and other tasks performed prior to moving into the property marketing and disposition process. Some of the potential tasks that could be undertaken in Phase 2.C will be defined in Phase 1, Real Estate Portfolio Evaluation and Surplus Property Plan. In the experience of this team, and given the City's portfolio of more approximately 1,500 properties, it is nearly certain that additional due diligence will be required on some properties in order to prepare them for sale or other appropriate future use.

However, given that property impediments have yet to be identified, a specific scope of work and budget are not included.

The project team recommends that some proceeds generated through the disposition of the Ranch and/or other early sales be set aside in a "due diligence account" that can fund the completion of Phase 2.C due diligence work.

Timeframe. Potential start-up in June or July 2013.

PHASE 3. PROPERTY DISPOSITIONS

Goals. The goal of this phase is to market and sell City-owned property that was identified as surplus in Phase 1, in order to return underutilized land to the private sector; reduce the City's property-related operating and maintenance costs; place new investment on tax rolls; and create jobs and quality development.

Whereas Phases 1 and 2 will be managed by Leland Consulting Group, property dispositions will be managed and executed by Kiemle & Hagood and Cushman & Wakefield. Therefore, a parallel brokerage proposal and contract governing the relationship between Kiemle & Hagood and the City of Spokane has been prepared by Kiemle & Hagood and will be presented to the City under separate cover.

While this scope of work summarizes some of the tasks to be carried out during the dispositions phase and the general compensation cost structure, it does not substitute for or supersede that contract.

The City's properties have been divided into three categories below, since different properties will require different approaches and be available for sale at different times.

Tasks. The tasks associated with this phase of work are to prepare property marketing materials; market surplus properties via the internet, signage, and contacting specific prospects; negotiate sale price and terms in collaboration with the City of Spokane, with prospective purchasers; execute and record transactions; and other related tasks.

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A. Ranch Property

The disposition of this property is anticipated to be relatively straightforward. Property marketing should commence as soon as possible following the completion of Phase 2.A. As with all City properties, final sales may be quick or protracted, depending on the property attributes, real estate market dynamics, economy, and other factors.

B. Major Properties

A property marketing strategy for the North Foothills and Normandie properties will be devised during Phase 2.B. The precise timeframe for the marketing and disposition of these and other "major" properties is to be determined.

C. Small Properties

Anticipated to begin June or July 2013, following Phase 1, Real Estate Portfolio Evaluation and Surplus Property Plan.

BUDGET

As shown below, the total fee for the services as described in the scope of work is \$98,240 to be billed monthly on a time and materials basis. This fee includes professional services provided by Leland Consulting Group, Cushman & Wakefield, Kiemle & Hagood, and Studio Cascade, as well as survey and environmental professionals. Out-of-pocket expenses (printing and production, third-party data, travel, and related expenses) are estimated at \$5,780, are additional to the fee budget, and are billed at cost plus a 10 percent handling charge. Therefore the total budget is \$103,300. Hourly billing rates are shown below.

Table 1. Project Budget

Phase		Fees	Expenses	Total
1	Property Portfolio Evaluation and Surplus Property Plan	\$34,230	\$2,600	\$36,830
2	Property-Specific Value Enhancement and Due Diligence			
	A. Ranch Property Environmental and Survey	\$19,710	\$1,820	\$21,530
	B. Foothills and Normandie Properties	\$44,300	\$1,360	\$45,660
	C. Other properties with impediments to reuse or sale		Future work scopes.	
3	Property Dispositions		By commission; see notes below.	
Total		\$98,240	\$5,780	\$104,020

This budget assumes no more than four separate trips to Spokane by Leland Consulting Group and Cushman & Wakefield staff; each trip may include several days of work, and every effort will be made by the consultant team to schedule as many project-related work sessions as possible into these trips.

Note that, as described above, this amount does not include additional property-related due diligence yet to be determined (Phase 2.C) or property dispositions (Phase 3).

In keeping with Spokane-area market rates, brokerage commissions will be assessed on a sliding scale, with commissions ranging between five percent (for small properties) and

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approximately 2.25 percent (for major properties). In addition, the minimum fee for the City's agent will be \$1,000 per transaction, and an additional one percent fee will be added for co-brokered transactions in which an outside agent represents a buyer. A parallel brokerage contract governing the relationship between Kiemle & Hagood and the City of Spokane has been prepared by Kiemle & Hagood and will be presented to the City.

Thank you again for your interest in our team. We are all excited to begin this work in order to accelerate economic development, move surplus property off of your books, and generate quality development within the City.

Sincerely,

LELAND CONSULTING GROUP

Brian Vanneman
Principal

P 5332

HOURLY BILLING RATES

Leland	Vanneman	\$150.00
	Zahas	\$175.00
	Kamp	\$140.00
	Chastain	\$120.00
	Admin	\$85.00
Cushman & Wakefield	L. Gordon	\$200.00
	Senior Broker	\$150.00
Kiemle & Hagood	Livingston	\$150.00
Studio Cascade	Grimes	\$150.00
Survey/Environmental		TBD

**EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)**

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibits ~~D~~ and ~~E~~C. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY COSTS. Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and subconsultant costs.
1. Subconsultant costs may include a Sub-Consultant Oversight markup of four percent (4%).
 2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 4. The Consultant shall maintain the original supporting documents in its office.
 5. All of the above charges must be necessary for the services provided under this Agreement.
- C. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as

stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.

- D. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended at the rates established in Exhibit C, including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- E. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- F. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

3-25-13

**EXHIBIT C
CONSULTANT FEE DETERMINATION – SUMMARY SHEET
(NEGOTIATED RATE OF PAY)
FEE SCHEDULE**

Discipline or Job Title	Hourly Rate
Vanneman	\$150
Zahas	\$175
Kamp	\$140
Chastain	\$120
Admin	\$ 85



Agenda Sheet for City Council Meeting of:
04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0324
Renews #	OPR 2012-0529

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	ELLEN O'HARA 835-5994	Project #	
Contact E-Mail	EOHARA@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500-2013 MENTAL HEALTH COURT INTERLOCAL		

Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

Summary (Background)

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

Fiscal Impact		Budget Account	
Revenue	\$ 62,205.75	#	0500-19500-99999-33815
Revenue	\$ 88,144.25	#	0700-19500-99999-33815
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	ebrown@spokanecity.org	
For the Mayor	SANDERS, THERESA	eohara@spokanecity.org	
Additional Approvals		mlogan@spokanecity.org	
Purchasing		stucker@spokanecounty.org	
		derickson@spokanecounty.org	
		kknox@spokanecity.org	
		jrodgers@spokanecity.org	

MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2013 - December 31, 2013)

THIS AGREEMENT entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as “**CITY**,” the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as “**PROSECUTOR**,” and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as “**PUBLIC DEFENDER**,” hereinafter individually referred to as a “**PARTY**” and collectively referred to as the “**PARTIES**.”

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

WHEREAS, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005,

General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, the COUNTY is desirous of making 2013 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 available to the PARTIES in conjunction with an 2013 expanded Mental Health Court; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

SECTION NO. 1: **PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

SECTION NO. 2: **TERM.**

This Agreement shall begin on January 1, 2013, and continue until December 31, 2013.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2013, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the

City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2013 1/10th of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:
 - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
 - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
 - Executing the order of transfer from the Municipal Court to the Mental Health Court.

- 2) City Prosecutor:
 - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
 - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
 - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
 - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
 - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

B. CITY:

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

C. PROSECUTOR:

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

D. PUBLIC DEFENDER:

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

E. COUNTY:

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

F. LIMITED RESOURCES / COOPERATION:

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of

dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.

- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment “A”.

The CITY shall send all requests for reimbursement for the City as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment “A”.

SECTION NO. 5: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The COUNTY will place the Agreement on its WEB site.

SECTION NO. 6: MAINTENANCE OF RECORDS

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to

make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

SECTION NO. 7: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

SECTION NO. 9: LIABILITY

For the purpose of this Section, the terminology “CITY” shall include the City Public Defender and City Prosecutor. The terminology “COUNTY” shall include the PROSECUTOR and PUBLIC DEFENDER.

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

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

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

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

Each PARTY’s duty to indemnify shall survive the termination or expiration of the Agreement.

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

SECTION NO. 10: NOTICES

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

COUNTY: Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

Copy: County Regional Support Network
312 W. 8th Avenue
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative
City Hall, Seventh Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201-3303

Copies: City Public Defender
824 North Monroe Street
Spokane, Washington 99201

City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney
1100 West Mallon Avenue
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender
1033 West Gardner Avenue
Gardner Court Building
Spokane, Washington 99260

SECTION NO. 11: INSURANCE

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

SECTION NO. 12: NON-WAIVER

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

SECTION NO. 13: HEADINGS

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

SECTION NO. 15: MODIFICATION

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

SECTION NO. 16: ASSIGNMENT

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

SECTION NO. 17: SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 18: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 19: 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.

SECTION NO. 20: VENUE STIPULATION

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.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.

- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: _____

SHELLY O'QUINN, Chair

ATTEST:

AL FRENCH, Vice Chair

Daniela Erickson
Clerk of the Board

TODD MIELKE, Commissioner

DATED: _____

CITY OF SPOKANE:

Attest:

By: _____
Mayor

City Clerk

Approved as to form:

Assistant City Attorney

DATED: _____

SPOKANE COUNTY PROSECUTING
ATTORNEY

By: _____

Its: _____
(Title)

DATED: _____

SPOKANE COUNTY PUBLIC DEFENDER

By: _____

Its: _____
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine Knox

CITY PROSECUTOR

Ellen O'Hara

ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	\$150,350.00	City Prosecutor/Support Staff/M&O (\$62,205.75), and City Public Defender/Support Staff/M&O (\$88,144.25), or for either of the above so long as the funding is used only for either item and is consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$96,141.00	County Prosecutor/Support Staff/M&O Note: This amount of funding included a one-time adjustment of \$35,000.
COUNTY PUBLIC DEFENDER	\$164,337.00	County Public Defender/Support Staff/M&O Note: This amount of funding included a one-time adjustment of \$48,000.

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
Mental Health Court Interlocal
April 15, 2013

Subject

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

Background

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

Impact

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Public Safety Committee for City Council approval of the 2013 Spokane Mental Health Court Interlocal Agreement (January 1, 2013 – December 31, 2013).

Funding

City funds for this interlocal agreement are available in the City's 2013 annual budget.



Agenda Sheet for City Council Meeting of:
04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0325
Renews #	OPR 2012-0530

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	ELLEN O'HARA 835-5944	Project #	
Contact E-Mail	EOHARA@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500-2013 RELICENSING PROGRAM INTERLOCAL		

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2013.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal Impact	Budget Account
Revenue \$ 101,000	# 0500-11220-99999-34239
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	nisserlis@spokanecity.org	
For the Mayor	SANDERS, THERESA	eohara@spokanecity.org	
Additional Approvals		bburns@spokanecity.org	
Purchasing		epbrown@spokanecity.org	
		stucker@spokanecounty.org	
		derickson@spokanecounty.org	
		mlesesne@spokanecity.org	

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2013-December 31, 2013)

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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 RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; 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 may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project (“RP”).

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2013 and continue until December 31, 2013. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule “A.”

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule “A.”
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term “salary” shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR’S Paralegal II, Legal Office Assistant 1

and Cashier or equivalent positions. The term “salaries” shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.

5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2013. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2013, of its intent to participate in this Agreement in calendar year 2014 and any proposed budget changes affecting this Agreement for calendar year 2014. However, the Parties recognize that any intent to continue participation in 2014 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2013 for 2014. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2013, the funds collected via the RP

administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget showing that the CITY advances approximately fifty four and four tenths percent (54.4%) of budgeted costs of RP and the COUNTY advances forty five and six tenths percent (45.6%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2014, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2013 through December 31, 2013 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2013 through December 31, 2013 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2013 through December 31, 2013. The proceeds from the administrative fee collected during October, November and December of 2013 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2013 through December 31, 2013 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise

PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.

- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.

County initials

City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

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

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

SECTION NO. 9: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 10: ANTI-KICKBACK

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

SECTION NO. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

SECTION NO. 12: MISCELLANEOUS

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, 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.
- I. Venue. 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.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- K. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

L. No Third Party Beneficiaries. 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.

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

Dated: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

SHELLY O'QUINN, Chair

ATTEST:

ALL FRENCH, Vice chair

BY: _____
Daniela Erickson
Clerk of the Board

TODD MIELKE, Commissioner

PROSECUTOR:

Dated: _____

STEVEN J. TUCKER, County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 77,465.00	\$ 77,465.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 77,465.00	\$ 77,465.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 26,500.00	\$ 26,500.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 26,500.00	\$ 26,500.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 103,965.00	\$ 103,965.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 10,331.83	\$ 10,331.83	\$ -
21	Supplies	\$ 4,106.96	\$ 4,106.96	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 21,998.79	\$ 21,998.79	\$ -
24				
25	Total City Prosecutor Expenses	\$ 125,963.79	\$ 125,963.79	\$ -
26				
27				
28	Total City Expenses	\$ 125,963.79	\$ 125,963.79	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 33,450.48	\$ -	\$ 33,450.48
36	Paralegal 2 (Step 6)	\$ 41,326.54	\$ -	\$ 41,326.54
38	Cashier (Step 7)	\$ 3,346.36	\$ -	\$ 3,346.36
39	Total County Prosecutor Base Compensation	\$ 78,123.38	\$ -	\$ 78,123.38
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 12,242.52	\$ -	\$ 12,242.52
43	Paralegal 2 (Step 6)	\$ 13,534.59	\$ -	\$ 13,534.59
45	Cashier (Step 7)	\$ 1,117.18	\$ -	\$ 1,117.18
46	Total County Prosecutor Employee Benefits	\$ 26,894.29	\$ -	\$ 26,894.29
47				
48	Total County Prosecutor Employee Costs	\$ 105,017.66	\$ -	\$ 105,017.66
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 480.00	\$ -	\$ 480.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 480.00	\$ -	\$ 480.00
56				
57	Total County CRJC Expenses	\$ 105,497.66	\$ -	\$ 105,497.66
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 231,461.45	\$ 125,963.79	\$ 105,497.66
64	% of Current Funding Committed	100.00%	54.42%	45.58%
65				
66				

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
Relicensing Program Interlocal
April 15, 2013

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2013.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2013 Relicensing Program Interlocal Agreement (January 1, 2013 – December 31, 2013).

Funding

City funds for this interlocal agreement are available in the City's 2013 annual budget.

For further information contact: Ellen M. O'Hara, City Prosecutor, 835-5994 or cohara@spokanecity.org



Agenda Sheet for City Council Meeting of:

04/29/2013

<u>Date Rec'd</u>	4/17/2013
<u>Clerk's File #</u>	CPR 1981-0295
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JENNIFER MORTON 625-6250
<u>Contact E-Mail</u>	JJMORTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointment
<u>Agenda Item Name</u>	0520 APPOINTMENTS TO PLAN COMMISSION

Agenda Wording

Appoint John Deitzman to serve a four-year term to begin immediately and expire on December 31, 2018.
 Appoint Brian McClatchey to serve a four-year term to begin immediately and expire on December 31, 2018.

Summary (Background)

*

Fiscal Impact

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

Budget Account

 #
 #
 #

Approvals

Dept Head SANDERS, THERESA

Division Director

Finance

Legal

For the Mayor SANDERS, THERESA

Additional Approvals

Purchasing

Council Notifications

Study Session

Other

Distribution List

jwestfall@spokanecity.org

schesney@spokanecity.org

arorholm@spokanecity.org

jjmorton@spokanecity.org



Agenda Sheet for City Council Meeting of:

04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	CPR 1981-0400
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JENNIFER MORTON 509.625.6250
Contact E-Mail	JJMORTON@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO SPOKANE PUBLIC LIBRARY

Agenda Wording

Re-appoint Nathan Smith to serve a five-year term to begin immediately and expire on March 31, 2018.

Summary (Background)

*

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SANDERS, THERESA	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		jenwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA	ppartovi@spokanecity.org	
Additional Approvals		jjmorton@spokanecity.org	
Purchasing		arorholm@spokanecity.org	

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

04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	ORD C34980
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MIKE ALLEN & JON 625-6715 SNYDER
Contact E-Mail	RCONGER@SPOKANECITY.ORG
Agenda Item Type	Emergency Ordinance
Agenda Item Name	SMOKING IN PUBLIC PLACES ORDINANCE

Agenda Wording

An ordinance relating to smoking in public places; adopting a new chapter 15.04 to title 15 of the Spokane Municipal Code repealing SMC sections 15.03.010, 15.03.020, 15.03.030 and 15.03.040 and declaring an emergency.

Summary (Background)

In November of 2005, the voters of the State of Washington approved Initiative Measure No. 901 regarding smoking in public places, which the State Legislature has codified as chapter 70.160 RCW. Chapter 70.160 RCW provides in part a prohibition on smoking in public places and places of employment and establishes certain duties upon owners or persons in control of public places and places of employment as set forth in state law. The provisions of chapter 70.160 RCW pertaining to indi

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	WESTFALL, JENNIFER
Division Director	
Finance	LESESNE, MICHELE
Legal	PICCOLO, MIKE
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	

Distribution List**Additional Approvals**

Purchasing	

In November of 2005, the voters of the State of Washington approved Initiative Measure No. 901 regarding smoking in public places, which the State Legislature has codified as chapter 70.160 RCW. Chapter 70.160 RCW provides in part a prohibition on smoking in public places and places of employment and establishes certain duties upon owners or persons in control of public places and places of employment as set forth in state law. The provisions of chapter 70.160 RCW pertaining to individuals violating the prohibition on smoking in public places and places of employment are to be enforced by the local law enforcement agency. The City does not have a municipal code section adopting the provisions of Chapter 70.160 in order to enable police officers to enforce the applicable provisions. This ordinance will adopt the provisions of chapter 70.160 RCW and allow the City's law enforcement officers to enforce the provisions related to individuals violating the prohibition on smoking in public places and places of employment.

Ordinance No. C- 34980

An ordinance relating to smoking in public places; adopting a new chapter 15.04 to title 15 of the Spokane Municipal Code repealing SMC sections 15.03.010, 15.03.020, 15.03.030 and 15.03.040 and declaring an emergency.

WHEREAS, in November of 2005, the voters of the State of Washington approved Initiative Measure No. 901 regarding smoking in public places, which the State Legislature has codified as chapter 70.160 RCW; and

WHEREAS, chapter 70.160 RCW provides in part a prohibition on smoking in public places and places of employment and establishes certain duties upon owners or persons in control of public places and places of employment as set forth in state law; and

WHEREAS, it is necessary for the City to adopt this ordinance in order to authorize the City's law enforcement officers to enforce the provisions of chapter 70.160 RCW pertaining to individuals violating the prohibition on smoking in public places and places of employment; and

WHEREAS, there is currently no local law enforcement agency authorized to enforce within the City those provisions of chapter 70.160 RCW pertaining to individuals violating the prohibition on smoking in public places and places of employment; and

WHEREAS, it is necessary to enact this ordinance as an emergency ordinance in order to enable local law enforcement officers to immediately upon passage of the ordinance enforce the provisions of chapter 70.160 RCW pertaining to individuals violating the prohibition on smoking in public places and places of employment; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 15.04 to title 15 of the Spokane Municipal Code to read as follows:

Chapter 15.04 Smoking in Public Places

Sections:

15.04.010	Purpose
15.04.020	Definitions
15.04.030	Violations
15.04.040	Owners, lessees to post signs prohibiting smoking
15.04.050	Intent of chapter as applied to certain private workplace

- 15.04.060 Intentional violation of chapter — Removing, defacing, or destroying required sign — Fine — Notice of infraction —
- 15.04.070 Smoking prohibited within twenty-five feet of public places or places of employment — Application to modify presumptively reasonable minimum distance
- 15.04.080 Regulations authorized
- 15.04.090 Penalty assessed under this chapter paid to the City of Spokane

15.04.010 Purpose

- A. The Washington state legislature, pursuant to initiative measure No. 901 passed by the voters of the State on November 8, 2005, codified chapter 70.160 RCW regarding smoking in public places. The legislature expressed the intent of chapter 70.160 RCW by stating in RCW 70.160.011 that:

“The people of the state of Washington recognize that exposure to secondhand smoke is known to cause cancer in humans. Secondhand smoke is a known cause of other diseases including pneumonia, asthma, bronchitis, and heart disease. Citizens are often exposed to secondhand smoke in the workplace, and are likely to develop chronic, potentially fatal diseases as a result of such exposure. In order to protect the health and welfare of all citizens, including workers in their places of employment, it is necessary to prohibit smoking in public places and workplaces.”

- B. The city council incorporate the state legislature’s intent as expressed in RCW 70.160.011 and adopts this chapter in order to authorize the local enforcement of the state provisions regulating smoking in public places.

15.04.020 Definitions.

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise.

- A. "Place of employment" means any area under the control of a public or private employer which employees are required to pass through during the course of employment, including, but not limited to: Entrances and exits to the places of employment, and including a presumptively reasonable minimum distance, as set forth in SMC 15.04.070, of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a place of employment.

- B. "Public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the state of Washington, or other public entity, and regardless of whether a fee is charged for admission, and includes a presumptively reasonable minimum distance, as set forth in SMC 15.04.070, of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A public place does not include a private residence unless the private residence is used to provide licensed child care, foster care, adult care, or other similar social service care on the premises.

Public places include, but are not limited to: schools, elevators, public conveyances or transportation facilities, museums, concert halls, theaters, auditoriums, exhibition halls, indoor sports arenas, hospitals, nursing homes, health care facilities or clinics, enclosed shopping centers, retail stores, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, state legislative chambers and immediately adjacent hallways, public restrooms, libraries, restaurants, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, casinos, reception areas, and no less than seventy-five percent of the sleeping quarters within a hotel or motel that are rented to guests. A public place does not include a private residence. This chapter is not intended to restrict smoking in private facilities which are occasionally open to the public except upon the occasions when the facility is open to the public.

- C. "Smoke" or "smoking" means the carrying or smoking of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment including, but not limited to electronic cigarettes, hookahs or other similar devices.

15.04.030 Violations

- A. No person may smoke in a public place or in any place of employment.
- B. No person may remove, deface, or destroy a sign required by this chapter under SMC 15.04.040.

15.04.040 Owners, lessees to post signs prohibiting smoking.

Owners, or in the case of a leased or rented space the lessee or other person in charge, of a place regulated under this chapter shall prohibit smoking in public places and places of employment and shall post signs prohibiting smoking as appropriate under this chapter. Signs shall be posted conspicuously at each building entrance. In the case of retail stores and retail service establishments, signs shall be posted conspicuously at each entrance and in prominent locations throughout the place.

15.04.050 Intent of chapter as applied to certain private workplaces.

This chapter is not intended to regulate smoking in a private enclosed workplace, within a public place, even though such workplace may be visited by nonsmokers, excepting places in which smoking is prohibited by the chief of the Washington state patrol, through the director of fire protection, or by other law, ordinance, or regulation.

15.04.060 Intentional violation of chapter — Removing, defacing, or destroying required sign — Fine — Notice of infraction — Exceptions

- A. Any person intentionally violating this chapter by smoking in a public place or place of employment, or any person removing, defacing, or destroying a sign required by this chapter, is subject to a class three civil infraction.
- B. Any person passing by or through a public place while on a public sidewalk or public right-of-way has not intentionally violated this chapter.
- C. Local law enforcement agencies shall enforce this section by issuing a notice of infraction to be assessed in the same manner as traffic infractions. The provisions contained in chapter 46.63 RCW for the disposition of traffic infractions apply to the disposition of infractions for violation of this subsection except as follows:
 - 1. The provisions in chapter 46.63 RCW relating to the provision of records to the department of licensing in accordance with RCW 46.20.270 are not applicable to this chapter; and
 - 2. The provisions in chapter 46.63 RCW relating to the imposition of sanctions against a person's driver's license or vehicle license are not applicable to this chapter.
 - 3. The form for the notice of infraction for a violation of this subsection shall be prescribed by rule of the Supreme Court.
- D. When violations of SMC 15.04.040 occur, a warning shall first be given to the owner or other person in charge. Any subsequent violation is subject to a class three civil infraction by a law enforcement officer. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.
- E. In addition to any civil infraction issued under SMC 15.04.060 D, the Spokane Regional Health District, as provided in RCW 70.160.070, may enforce SMC 15.04.040 regarding the duties of owners or persons in control of public places and places of employment by either of the following actions:
 - 1. Serving notice requiring the correction of any violation; or

2. Calling upon the City Attorney or the Spokane County Prosecutor or the Spokane Regional Health District attorney to maintain an action for an injunction to enforce SMC 15.04.040 to correct a violation and to assess and recover a civil penalty for the violation. Attorney fees shall be awarded to the City, County or Health District for the cost associated with maintaining an action for an injunction.

15.04.070 Smoking prohibited within twenty-five feet of public places or places of employment — Application to modify presumptively reasonable minimum distance.

Smoking is prohibited within a presumptively reasonable minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited so as to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means. Owners, operators, managers, employers, or other persons who own or control a public place or place of employment may seek to rebut the presumption that twenty-five feet is a reasonable minimum distance by making application to the director of the Spokane Regional Health District. The presumption will be rebutted if the applicant can show by clear and convincing evidence that, given the unique circumstances presented by the location of entrances, exits, windows that open, ventilation intakes, or other factors, smoke will not infiltrate or reach the entrances, exits, open windows, or ventilation intakes or enter into such public place or place of employment and, therefore, the public health and safety will be adequately protected by a lesser distance. A variance issued by the Spokane Regional Health District shall be recognized by the City for purposes of the City's enforcement of applicable provisions of chapter 60.170 RCW.

15.04.080 Regulations Authorized.

The Spokane fire department may adopt regulations as required to implement this chapter.

15.04.090 Fines Payable to City

Any penalty assessed and recovered in an action brought under this chapter shall be paid into the city general fund.

Section 2. That SMC section 15.03.010 is repealed.

Section 3. That SMC section 15.03.020 is repealed.

Section 4. That SMC section 15.03.030 is repealed.

Section 5. That SMC section 15.03.040 is repealed.

Section 6 – Emergency Ordinance.

This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health and safety and for the immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	RES 2013-0030
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SALVATORE J. 625-6818 FAGGIANO
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 RESOLUTION APPROVING SETTLEMENT

Agenda Wording

Resolution approving settlement of a claim from Ron Salas arising from an incident on or about July 8, 2010 resulting in injuries to claimant.

Summary (Background)

This claim was settled through mediation.

Fiscal Impact

Expense	\$ \$90,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	5800-78100-14780-54601
#	
#	
#	

Approvals

Dept Head	BURNS, BARBARA
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sfaggiano@spokanecity.org
	dstragier@spokanecity.org

Additional Approvals

Purchasing	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane has received a claim for damages from Ron Salas, hereinafter "claimant." The allegations set forth in and the subject of said claim relate to an incident when he was contacted by a police dog at his residence that occurred on or about July 8, 2010 resulting in injuries to claimant.

WHEREAS, the City has determined to resolve all differences with claimant and any third parties who may claim a subrogated interest against the City for a payment of \$90,000.00 total monies; and

WHEREAS, the claimant has agreed to accept said payment and in return to provide a release of all claims to the City.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That the City of Spokane authorizes the payment to claimant in the amount of \$90,000.00, in return the claimant will provide a signed release fully extinguishing all claims in connection with the claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 11, 2013

City Clerk File No.:
ORD C34956


COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C34956 RELATING TO THE BUSINESS LICENSING PROCESS

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, April 8, 2013, upon review of the April 15 Current Agenda items, Council President Stuckart, noted that Ordinance C34956 relating to the business licensing process is going to be briefed in Finance Committee this week (Wednesday, April 10), and the Committee is going to come to a final conclusion. He requested a motion to defer the ordinance to the 29th (of April). Subsequently, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Fagan, to so move [to defer Ordinance C34956 to the 29th (of April)]; **carried unanimously.**

(Clerical Note: During the City Council's 6:00 p.m. Legislative Session held April 8, the City Clerk inadvertently read Ordinance C34956 as a first reading ordinance rather than correctly announcing that Ordinance C34956 is deferred to April 29. Ordinance C34956 will appear again under First Reading Ordinances on the Council's April 29 Agenda.)



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 11, 2013


City Clerk File No.:
ORD C34956

COUNCIL ACTION MEMORANDUM:

RE: ORDINANCE C34956 RELATING TO THE BUSINESS LICENSING PROCESS

During the Spokane City Council 3:30 p.m. Briefing Session held Monday, February 4, 2013, upon review of Ordinance C34956 on the February 11, 2013, Advance Agenda, Internal Auditor Kim Orlob requested a 60-day deferral, to April 8, 2013, so that staff can do some further communication with the businesses that will be impacted by the proposed changes. Subsequently, the following action was taken:

Motion by Council Member Salvatori, seconded by Council Member Fagan, to so move (to defer Ordinance C34956 for 60 days, to April 8, 2013); **carried unanimously (Council Member McLaughlin absent).**



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:

02/04/2013

<u>Date Rec'd</u>	1/23/2013
<u>Clerk's File #</u>	ORD C34956
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE
<u>Contact Name/Phone</u>	KIM ORLOB 6369
<u>Contact E-Mail</u>	KORLOB@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0410 - ORDINANCE - BUSINESS LICENSING PROCESS

Agenda Wording

An ordinance relating to the business licensing process; amending SMC sections 8.01.020; 8.01.130; 8.01.180; 8.01.190; 8.02.0206; 8.02.0207; 8.01.230; and 8.01.280

Summary (Background)

The City recently contracted with the Washington State Department of Revenue to operate and maintain its Business Licensing Program effective Fall 2012, resulting in the need to amend the City's municipal code to reflect the change in processing.

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

<u>Dept Head</u>	DUNIVANT, TIMOTHY
<u>Division Director</u>	DUNIVANT, TIMOTHY
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	Finance Committee - multiple
<u>Distribution List</u>	

Additional Approvals

<u>Purchasing</u>		korlob@spokanecity.org
		eschoedel@spokanecity.org
		mlewis@spokanecity.org

ORDINANCE NO. C34956

AN ORDINANCE relating to the business licensing process; amending SMC sections 8.01.020; 8.01.130; 8.01.180; 8.01.190; 8.02.0206; 8.02.0207; 8.01.230; and 8.01.280.

WHEREAS, the City of Spokane recently contracted with the Washington State Department of Revenue for operating and maintaining its Business Licensing Program, effective Fall 2012; and

WHEREAS, as a result of this contract, it is necessary to amend the Spokane Municipal Code to reflect the change in processing; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 8.01.020 is amended as follows:

8.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- A. "Business" includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the City with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.
- B. "Engaging in business" means commencing, conducting, or continuing in business, including delivery of goods and services, and the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- C. "Gross income" means the total income to the registering entity from engaging in business within the City without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.
- D. "Itinerant Vendor", as used in this section is defined in SMC 10.40.010.
- E. "Non Profit Corporation" or "Non Profit Organization" means a corporation or organization:

1. in which no part of the income can be distributed to its members, directors, or officers; and
2. that holds a income tax exemption status as provided in Section 501(c)(3) of the Internal Revenue Code, and as hereafter amended; or
3. that is specifically exempted from the requirement to apply for its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and as hereafter amended.

Where the term non profit organization is used, it is meant to include a non profit corporation.

F. (~~E.~~) "Personnel" means any person employed by or working for any business located within the City, and/or persons who perform any part of their duties within the City. This includes officer, owner, agent, or other staff function.

1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.
2. A sole proprietor, owner, or spouse are counted as personnel.
3. Each part-time or each temporary person must be counted as one personnel.
4. Volunteers are not counted as personnel in determining the business registration fee.

G. (~~E.~~) "Registrant" includes any person who:

1. engages in business,
2. is required to have a business license and/or registration,
3. is liable for any license fee, registration fee, or tax, or
4. performs any act for which a license fee, registration fee, or tax is imposed by this chapter.

Section 2 That SMC section 8.01.090 is amended as follows:

Section 2. That SMC section 8.01.130 is amended as follows:

8.01.130 Term of Registration

- A. A business registration is good for twelve months and must be renewed before expiration for the next twelve months.
- B. In order to convert to the Washington State business licensing (~~license~~) service, the existing expiration date may be changed and the respective registration fees may be pro-rated to coincide with the state system. Thereafter, all new registrations will be issued for a term of twelve months after which the renewal of the registration may be pro-rated in order to comply with the common expiration date setting of the business licensing service.

Section 3. That SMC section 8.01.180 is amended as follows:

8.01.180 Computation of Business Registration Fee

- A. As fixed in SMC 8.02.0206, in addition to the basic registration fee, the total business registration fee due includes a per-person fee amount applied to (~~is measured by~~) the total number of personnel of the business.
- B. All persons employed at each business location as of the time of a business registration renewal are to be counted in the number of personnel for registration fee purposes. As appropriate, such as in the case of a business with seasonal fluctuations in the work force, the number of personnel by which the fee is measured is the number shown upon the business payroll for each of the payroll periods during that year, added together and divided by the number of payroll periods.
- C. In the case of a new business, the fee for the initial business registration is based upon the registrant's estimated number of personnel.

Section 4. That SMC section 8.01.190 is amended as follows:

8.01.190 Fee Reduction

A reduced fee for (~~renewal of~~) a business registration in an amount stated in SMC 8.02.0206 may be granted to persons upon application under either of the following circumstances:

- A. Low Gross Income.
Registrants whose gross income does not exceed eighteen thousand dollars per calendar year or prorated for a partial calendar year are entitled to a reduced

business registration fee as specified in SMC 8.02.0206. Any applicant for a reduced fee registration must present sufficient proof of gross income to the City of Spokane taxes and licenses division that income earned from business activities in the City is below required limits. Proof of income must be shown by filed tax returns from the prior year.

- B. Non-Profit ~~((Entities)) Corporations or Organizations as defined in SMC 8.01.020(E).~~
Effective June 1, 2013, businesses to which SMC 8.01.090 does not apply, and which are required to hold a city business registration under this chapter, but meet the definition of a non profit corporation or organization as defined in SMC 8.01.020(E)~~((Non profit entities which have received certification from the state and/or federal government))~~ are entitled to be issued a “nonprofit” business registration with a reduced business registration fee as specified in SMC 8.02.0206. Any applicant claiming ~~((for))~~ a reduced fee nonprofit registration must present sufficient proof of status as a 501(c)(3) organization under the Internal Revenue Code. ~~((non-profit status as granted by the state or federal government.))~~

Section 5. That SMC section 8.01.230 is amended as follows:

8.01.230 Name or Location Change

If a business changes names or locations during a registration year, it must notify the Washington State business licensing ~~((license))~~ service and obtain a new registration document to display in the place of business which reflects the change of name or location. A change of location may require the filing of a new application through the business licensing ~~((license))~~ service, as described in this chapter.

Section 6. That SMC section 8.01.280 is amended as follows:

8.01.280 Delinquent Payment

If a registration is not renewed on time, a penalty may be assessed by the Washington State business licensing ~~((license))~~ service as provided in RCW 19.02.085.

Section 7. That SMC section 8.02.0206 is amended as follows:

8.02.0206 Business Registration

- A. A regular business registration basic fee is one hundred ten dollars per twelve-month period. ~~((The fee to register each unique name that identifies the business is twenty dollars per twelve month period.))~~

- B. The basic fee for a nonresident business registration is one hundred ten dollars per twelve-month period.
- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
1. Businesses with fewer (~~(Fewer)~~) than six personnel in total: Ten dollars per person.
 2. Businesses with (~~(From)~~) six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more (~~(More)~~) than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing (~~(license)~~) service within thirty days of such event. The new owner must file an application with the Washington State business licensing (~~(license)~~) service to acquire a new registration, as provided in chapter 8.01 SMC.
- E. For businesses qualifying under SMC 8.01.190(A) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all (~~(in addition to any)~~) applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 8.01.190(B) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee and the applicable personnel fee is one-half of the amounts outlined in subsection C.
- G. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane treasurer's office for an amount equal to the consumer price index adjustment of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.

Section 8. That SMC section 8.02.0207 is amended as follows:

8.02.0207

New Business – Fire Department Safety Evaluations

A. The safety evaluation fee((s)) for fire department safety evaluations of new businesses: ~~((are the following:))~~ Ninety dollars.

~~((1. Processing fee for evaluation of low hazard general office operations: Twenty-five dollars.~~

~~a. Exceptions:~~

~~i. Home businesses where customers do not come to the residence.~~

~~ii. Peddlers or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.~~

~~2. Safety evaluation fee (which includes the processing fee): Ninety dollars))~~

1. ((a.)) Exceptions:

a. ((i.)) Home businesses where customers do not come to the residence.

b. ((ii)) ~~((Peddlers))~~ Itinerant Vendors or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.

c. ((iii)) Low hazard is defined as “general business office” operations where no ignition sources, flammable liquids, gases, or solids are present (i.e.: insurance office, tax consultant, attorney, accountant, therapy, hair/nail salon, coffee/ espresso stands, photography studios, etc.).

B. Businesses originally categorized as low hazard general office operations that were later determined to be a higher hazard by the fire department will be charged a sixty-five dollar safety evaluation fee in addition to the processing fee for the fire safety site inspection.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date