

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 1, 2014

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 CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

**CITY COUNCIL CHAMBERS
CITY HALL**

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

CITY COUNCIL BRIEFING SESSION

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

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON 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 Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Interagency Agreement with the Washington State Criminal Justice Training Commission (WSCJTC) for the Basic Law Enforcement Academy from January 1, 2015, through December 31, 2016—\$42,800. Agreement states terms and conditions under which Spokane Police will provide services and facilities to WSCJTC. (Relates to Consent Agenda Item No. 2)
Tim Schwering | Approve | OPR 2014-0822 |
| 2. Agreement to accept reimbursement for 1.4 SPD officer positions from Washington State Criminal Justice Training Commission for administering, conducting, and presenting the state's Basic Law Enforcement Academy program from January 1, 2015, through December 31, 2016—\$288,000 revenue. (Relates to Consent Agenda Item No. 1)
Tim Schwering | Approve | OPR 2014-0823 |

3. Memorandums of Understanding between the City of Spokane and Spokane County as part of the Law Enforcement CAD RMS Replacement Project:
Ariane Schmidt
- a. CAD RMS Project Management including hiring of Public Safety Project Manager OPR 2014-0824
 - b. Geographic Information Systems Management, Structure and Ongoing service model. OPR 2014-0825
 - c. LEIS Staff and Management services allocated to the CAD RMS Replacement project. OPR 2014-0826
4. Multiple Family Housing Property Tax Exemption Agreement with North Gorge Commercial Partners, LLC for 24 apartment units located at 1133 W. College Avenue and 1102 W. Ide Avenue, Parcel Numbers 35183.0094 and 35183.0074.
Tami Palmquist Approve OPR 2014-0827
5. Multiple Family Housing Property Tax Exemption Agreement with 940 N Ruby Street, LLC for 61 apartment units located at 920 N. Ruby Street, Parcel Number 35172.3306.
Tami Palmquist Approve OPR 2014-0828
6. a. Report of the Mayor of pending: Approve All & Authorize Payment CPR 2014-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2014, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Payroll claims of previously approved obligations through November 8, 2014: \$_____ CPR 2014-0003
7. City Council Meeting Minutes: _____, 2014. Approve CPR 2014-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

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

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0106 Regarding an emergency application to the Washington State Building Code Council regarding an amendment to the International Residential Building Code relating to construction of owner-occupied lodging homes.
Mike Allen
- ORD C35188 Relating to the Transportation Benefit District; amending SMC section 8.16.010. (Establishes a base amount of TBD revenue available to sidewalk construction.)
Candace Mumm
- ORD C35189 Relating to City Council approval of grant applications; adopting a new chapter 7.19 to title 7 of the Spokane Municipal Code.
Jon Snyder
- ORD C35190 Relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206.
Tim Dunivant
- ORD C35191 Relating to parking of for-hire vehicles; amending SMC section 16A.61.5705 and adopting a new section 10.34.105 to chapter 10.34 of the Spokane Municipal Code.
Mike Fagan
- ORD C35192 Relating to the urban utility installation area map; amending section 2 of Ordinance No. C35146.
Amber Waldref
- ORD C35148 Relating to the Code of Ethics; adopting a new Chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code. (Deferred from November 3, 2014, Agenda)
Nancy Isserlis

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35193 Relating to letters of credit in public/private partnership agreements; amending SMC section 7.16.030.
Candace Mumm
- ORD C35194 Relating to voter registration and election information; adopting a new section 7.01.020 to chapter 7.01 of the Spokane Municipal Code and amending the title to chapter 7.01.
Ben Stuckart
- ORD C35195 Relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.
Karen Stratton
- ORD C35196 Relating to solid waste department, amending SMC sections 03.01A.450, 03.01A.470, 07.08.403, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0134, 13.02.0200, 13.02.0204, 13.02.0246, 13.02.0248, 13.02.0308, and 13.02.0350, of the Spokane Municipal Code.
Ken Gimpel

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

Motion to Approve Advance Agenda for December 1, 2014 (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 December 1, 2014, Regular Legislative Session of the City Council is adjourned to December 8, 2014.

NOTES

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

OPR 2014-0822

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

TIM SCHWERING 625-4109

Project #Contact E-Mail

TSCHWERING@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680-BLEA TRAINING (WSCJTC)

Agenda Wording

Interagency agreement between City of Spokane and Washington State Criminal Justice Training Commission (WSCJTC) for the BLEA academy Agreement states terms and conditions under which Spokane Police will provide services and facilities to WSCJTC.

Summary (Background)

WSCJTC will oversee all daily operations of the Washington State Basic Law Enforcement Academy (BLEA) to be hosted at SPD Training Academy. All training materials will be provided by WSCJTC unless otherwise agreed to by SPD and WSCJTC. SPD will provide the training facilities for the 720 hour BLEA academy, office space, TAC officers who will be fully reimbursed by WSCJTC conduct EVOC (Emergency Vehicle Operation Course) and an administrative assistant as needed. Term: 01/01/2015 - 12/31/2016.

Fiscal ImpactBudget Account

Revenue \$ 42,800.00

0680-11300-21400-33821

Expense \$ 42,800.00

0680-11300-21400-MISC

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

STRAUB, FRANK

Study Session

11/17/2014

Division Director

STRAUB, FRANK

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

achirowamangu

For the Mayor

SANDERS, THERESA

ewade

Additional Approvals

slynds

Purchasing

kking

rboothe

Contracts

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
BLEA
November 17, 2014**

Subject

Interagency agreement between Spokane Police and Washington State Criminal Justice Training Commission (WSCJTC) for Basic Law Enforcement Academy (BLEA) training sessions.

Background

The Spokane Police Department will be hosting the Basic Law Enforcement Academy for two years, starting January 1, 2015-December 31, 2016.

The Basic Academy curriculum is designed to provide recruit officers with the basic knowledge and skills necessary for safe, proper, and effective law enforcement service.

Impact

This agreement will allow the WSCJTC academy to use SPD facilities to teach their BLEA training to applicants in Eastern Washington. WSCJTC will be responsible for funding the training which includes; instructors, supplies and contractual items and will be coordinating the procurement of these items.

Action

Approval of both the Interlocal agreement with SPD to host training and agreement for contributing revenue as reimbursement for 1.4 FTE's as instructors to the Academy.

Funding

1.4 FTE's - Officers budgeted in Patrol
Revenue-2015-\$143,000: & Revenue-2016-145,000



WASHINGTON STATE
CRIMINAL JUSTICE TRAINING COMMISSION

Debbie J. Mealy, Ph.D. Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION
AND
SPOKANE POLICE DEPARTMENT**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State Criminal Justice Training Commission, an agency of the state of Washington (hereafter referred to as “WSCJTC”), and the Spokane Police Department, a Law Enforcement Agency, located in Spokane, Washington (hereafter referred to as “SPD”).

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SPD will provide services and facilities to WSCJTC.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of the WSCJTC:

- a. Manage and oversee the daily operations of the Washington State Basic Law Enforcement Academy (BLEA) that will be hosted at the SPD Training Academy. The Duties include, but not limited to:
 - i. Manage and supervise 1.4 TAC Staff and all instructors participating in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
 - ii. Liaison with SPD staff (i.e., Academy Lt. Sgt, full-time staff etc.)
 - iii. Manage and oversee Budget
 - iv. Manage and oversee Equipment and Inventory of purchase(s)
- b. Provide all materials, Services and Supplies
 - i. Through the State purchasing process, WSCJTC will provide materials, services, and supplies, unless otherwise agreed to by SPD and WSCJTC

B. Duties of SPD:

- a. SPD will provided the necessary facilities to successfully conduct the 720 hour BLEA academy

Mission: The Washington State Criminal Justice Training Commission enhances public safety by establishing standards and providing education and training.

Values: Professionalism • Integrity • Accountability

- i. Office Space for a full-time WSCJTC BLEA Commander. This will include, but not limited to:
 1. Office Phone
 2. High Speed Internet connection
 3. Office furniture
- ii. 1.4 TAC Staff that will be fully reimbursed by WSCJTC. (terms and conditions for TAC Officers contained under a separate agreement).
- iii. Conduct an Emergency Vehicle Operation Course (EVOC) training as prescribed and or adopted by the WSCJTC and shall make necessary equipment and instructional resources available for such purpose.
 1. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
 2. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Commander and the WSCJTC EVOC Training Program Manager.
 3. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder.
 4. SPD shall effect necessary replacement or repair in the most economical and available manner.
- iv. Provide an Administrative Assistant that will, on a limited basis, assist with the BLEA operating schedule

II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for 2 years (January 1, 2015 – December 31, 2016). (the “Term”), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work will not exceed \$10,700 per BLEA Academy or \$42,800 during the term of the Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

IV. BILLING PROCEDURES

SPD shall submit invoices to WSCJTC on monthly basis. WSCJTC shall pay SPD for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

The WSCJTC Spokane Basic Law Enforcement Academy
Attn: Assistant Commander Anthony Anderman



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

Spokane Police Academy
2302 North Waterworks
Spokane, WA 99212

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties, without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments

shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement which the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Interagency Administrator for WSCJTC is:

Name: Anthony Anderman

Title: Assistant Commander

Address: 2302 North Waterworks, Spokane, WA 99212

Telephone: (509) 991-5835

Mission: Train Criminal Justice Personnel to Deliver the Highest Quality Service to the Communities of Washington State

Values: Professionalism • Integrity • Accountability

Email: aanderman@WSCJTC.state.wa.us

The Interagency Administrator for SPD is:

Name: Kevin King

Title: Lieutenant

Address: 2302 North Waterworks

Telephone: (509) 742-8110


Email: kking@spokanepolice.org


XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION**
("WSCJTC")

SPOKANE POLICE DEPARTMENT
("SPD")

Name: Sue Rahr 
Title: Executive Director
Address: 19010 1st Ave. S. Burien, WA
City/State/Zip: Burien, WA 98148
Date: 11/12/14

Name: Frank Straub 
Title: Chief
Address: 1100 W. Mallon
City/State/Zip: Spokane, WA 99260
Date: 11/18/14

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

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	OPR 2014-0823
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	TIM SCHWERING 625-4109
<u>Contact E-Mail</u>	TSCHWERING@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680- BLEA PERSONNEL REIMB. (WSCJTC)

Agenda Wording

Agreement to accept reimbursement for 1.4 SPD officer positions from Washington State Criminal Justice Training Commission (WSCJTC) for administering, conducting, and presenting the state's Basic Law Enforcement Academy (BLEA) program.

Summary (Background)

WSCJTC pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and may contract with individuals and agencies for the purpose of training. WSCJTC will reimburse SPD for the services of John Everly (full-time) and Arthur Dollard (40 % part-time) for the purpose of for administering, conducting, and presenting the state's BLEA program. Agreement term is from January 1, 2015 to December 31, 2016.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 288,000.00	# 0680-11300-21400-33821
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STRAUB, FRANK	<u>Study Session</u>	11/17/2014
<u>Division Director</u>	STRAUB, FRANK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		mlesesne	
		kking	
		rboothe	

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
BLEA
November 17, 2014**

Subject

Interagency agreement between Spokane Police and Washington State Criminal Justice Training Commission (WSCJTC) for Basic Law Enforcement Academy (BLEA) training sessions.

Background

The Spokane Police Department will be hosting the Basic Law Enforcement Academy for two years, starting January 1, 2015-December 31, 2016.

The Basic Academy curriculum is designed to provide recruit officers with the basic knowledge and skills necessary for safe, proper, and effective law enforcement service.

Impact

This agreement will allow the WSCJTC academy to use SPD facilities to teach their BLEA training to applicants in Eastern Washington. WSCJTC will be responsible for funding the training which includes; instructors, supplies and contractual items and will be coordinating the procurement of these items.

Action

Approval of both the Interlocal agreement with SPD to host training and agreement for contributing revenue as reimbursement for 1.4 FTE's as instructors to the Academy.

Funding

1.4 FTE's - Officers budgeted in Patrol
Revenue-2015-\$143,000: & Revenue-2016-145,000



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Debbie J. Mealy, Ph.D. Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

AGREEMENT

This Agreement is made and entered into by and between the CITY OF SPOKANE as "City", and the **Washington State Criminal Justice Training Commission**, hereinafter referred to as the "Commission".

Whereas John Everly and Arthur Dollard are employed by the City of Spokane Police Department as employees, holding the positions of Senior Patrol Officer therein; and

Whereas the Commission, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Commission desires to contract with the City for the services of John Everly (full-time) and Arthur Dollard (40 percent part-time) in administering, conducting, and presenting the state's Basic Law Enforcement Academy program;

Now therefore, for and in consideration of the mutual promises set forth herein, the parties mutually agree as follows:

(1) Term

This Agreement shall commence on the **1st day of January, 2015** and terminate on the **31st day of December, 2016**, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the CITY OF SPOKANE

The City shall provide the full-time services of John Everly and part-time (40 percent) services of Arthur Dollard to the Commission for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program. Such services shall include, but not be limited to:

- (a) Providing classroom instruction in assigned subjects.
- (b) Creating written and practical exercises relating to classroom instruction.
- (c) Writing test material.
- (d) Researching/updating classroom instruction and teaching materials.
- (e) Tutoring/counseling recruit officers.
- (g) Grading exams.
- (h) Assisting and coordinating practical training exercises.
- (i) Suggesting revisions to academy programs and curriculum.

(3) Consideration

In consideration of those services provided under this Agreement, the Commission shall reimburse the City its full payment of salary to **John Everly** (full-time) and **Arthur Dollard** (40 percent part-time), including all benefits and all increases to said salary or benefits, during the period of **Everly's and Dollard's** service to the Commission herein. The Commission shall pay said reimbursement amount upon submission by the City Police Department of a monthly invoice to the Commission at:

Attn: Anthony Anderman
Assistant Commander, Spokane BLEA
2302 North Waterworks Street
Spokane, WA 99212

(4) Agreements Outside of This Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all previous agreements on this subject matter, either written or oral, between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

(5) Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

(6) Termination of Agreement

This Agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the City will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section (3) herein.

(7) Employment Obligations of Parties

The Commission agrees to pay to **John Everly** the full salary and benefits and **Arthur Dollard** (40 percent part-time salary and benefits), including all increases to said salary and benefits, accruing to them as an employee of the CITY OF SPOKANE during the period of Everly's and Dollard's services herein under. Additionally, the City agrees to extend to **John Everly and Arthur Dollard** all rights, privileges, and benefits attendant to and resulting from Everly's and Dollard's employment by the City, including any and all

promotional opportunities otherwise available to them. The City further agrees that upon completion and conclusion of **John Everly and Arthur Dollard** service herein, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, Everly and Dollard will be returned and reinstated to the CITY OF SPOKANE POLICE DEPARTMENT at the same or equal commissioned rank or position held on the beginning date of this Agreement.

The Commission agrees to effect all necessary evaluation and documentation regarding **John Everly and Arthur Dollard** during the period of service herein and as required by the City. The City reserves the right to discipline John Everly and Arthur Dollard for any violation of Spokane Police Department rules in the same manner as other Spokane Police Department employees. The Commission additionally agrees to provide **John Everly and Arthur Dollard** a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the City.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Commission occurring (a) in performance of services reasonably related to this Agreement and (b) either at the request of or under the direction and control of the Commission, its agents or employees, except for injuries and damages caused by the negligence of the City, its officers, officials, employees and volunteers other than John Everly and Arthur Dollard. The Commission agrees to defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by John Everly and Arthur Dollard under the direction and control of the Commission described in Section 2 above.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of **John Everly and Arthur Dollard** while acting in performance of this Agreement, the City agrees to extend to **John Everly and Arthur Dollard** medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the City.

(10) Venue Stipulation

This Agreement shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in Spokane County, Spokane, Washington.

(11) Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.

(12) Compliance With Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the Commission and the City, including merit system rules.

(13) Notices

All notices given herein shall be in writing and shall be sent by registered mail to the parties at their recognized business addresses.

Washington State Criminal Justice Training Commission
19010 1st Avenue South
Burien, WA 98148

City of Spokane Police Department
1100 West Mallon
Spokane, WA 99260

(14) Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way do they define, limit, or describe the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice
Training Commission

CITY OF SPOKANE, Washington


Sue Rahr, Executive Director
Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148

11/12/14
Date


Frank Straub, Chief
CITY OF SPOKANE
1100 W. Mallon
Spokane, WA 99260

11/18/14
Date

cc: Brian Elliott, Fiscal Manager, WSCJTC
Anthony Anderman, Spokane BLEA Assistant Commander
Senior Patrol Officer John Everly and Senior Patrol Officer Arthur Dollard, Spokane Police Department

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

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	OPR 2014-0824
<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>	ARIANE SCHMIDT 477-2610
<u>Contact E-Mail</u>	ASCHMIDT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	CAD RMS REPLACEMENT ASSOCAITED CITY COUNTY MOUS

Agenda Wording

Three Memorandums of Understanding were created between the City and County as part of the Law Enforcement CAD RMS Replacement Project. They have all been pass at Spokane County Commissioner Hearings and need City Council consent.

Summary (Background)

Three Memorandums of Understanding were created between the City and County as part of the Law Enforcement CAD RMS Replacement Project. They have all been pass at Spokane County Commissioner Hearings. They are (1)CAD RMS Project Mgt. (2) LEIS Staff and Mgt. Services (3) Public Safety GIS Management Services and Subcommittee.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ various	# 1510-37400-28100-various
Revenue \$ various	# 1510-37400-28100-various
Expense \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	COOLEY, GAVIN
<u>Division Director</u>	COOLEY, GAVIN
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	SANDERS, THERESA

<u>Additional Approvals</u>	
<u>Purchasing</u>	



OFFICE OF COUNTY COMMISSIONERS

TODD MIELKE, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

April 14, 2014

Ms. Theresa Sanders, City Administrator
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Re: *Memorandum of Understanding Regarding CAD/RMS Project*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City") (jointly "Parties") with respect to the above referenced matter.

The present Northrup Grumman ("NG") CAD/RMS is outdated and inadequate to meet the needs of law enforcement and emergency responders in Spokane County. As a result, it is necessary to replace the present NG CAD/RMS system with an integrated, technologically – current system(s) that provide both CAD/RMS functionality for all participating agencies ("New CAD/RMS").

Moving forward with the New CAD/RMS will require (1) issuing an Request for Proposal (RFP), (2) hiring a consultant to provide advice and input on the RFP to insure it address the needs of the participating agencies as well as continuing in an on-call consulting role throughout the Project, (3) hiring a Public Safety Project Manager, and (4) agreeing on a CAD/RMS Organizational Chart reflecting overall management of (1) - (3) ("CAD/RMS Project").

The purpose of this MOU is to reduce to writing the Parties understanding with respect to the above listed four (4) items.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) The County will issue an RFP with respect to the New CAD/RMS ("RFP"). The RFP will be reviewed by Becky Gehret, Interim ISD Director, Ariane Schmidt, Project Manager for the CAD/RMS Project (effective April 1, 2014) as addressed in (3), and as needed by the consultant addressed in (2).
- (2) The County will hire a consultant on an hourly basis to assist in a review of the RFP on an as needed basis to insure that the RFP adequately addresses the needs of the participating agencies.

The consultant's fee will be split as follows: The consultant will track its time between CAD/RMS. All expenses allocated to CAD will be split equally between the 1/10th of 1%

Communications Sales Tax authorized under RCW 82.14.420 and the Telephone Access Line Tax authorized under chapter 82.14B RCW. All expenses allocated to RMS with split equally between the County and the City.

The County will bill the 1/10th of 1% Communications Sales Tax, Telephone Access Line Tax, and the City annually or semi-annually for their respective share of the consultant's fee.

- (3) The City will hire an individual to fill the position of Public Safety Project Manager. The Public Safety Project Manager's primary responsibility will be the oversight and implementation of the CAD/RMS project until it is operational.

The Public Safety Project Manager will be a City employee and will be housed in the County Information Systems Department. The Parties will agree on the annualized salary of the Public Safety Project Manager to include benefits.

The Public Safety Project Manager's annualized salary to include benefits will be split as follows: The Project Manager will track her time between CAD/RMS. All time allocated to CAD will be split equally between the 1/10th of 1% Communications Sales Tax authorized under RCW 82.14.420 and the Telephone Access Line Tax authorized under chapter 82.14B RCW. All time allocated to RMS with split equally between the County and the City.

The City will bill the County annually or semi-annually for its share of the Public Safety Project Manager's salary plus benefits to include the portion to be paid from the 1/10th of 1% Communications Sales Tax and/or Telephone Access Line Tax.

It is anticipated that the Parties will share in the salary plus benefits of the Public Safety Project Manager and costs of the consultant until the Manager's oversight and implementation of the CAD/RMS Project is complete and the Project is operational or for a term of four (4) years whichever occurs first.

Salary adjustments for the Public Safety Project Manager must be approved by the Project Governance Committee established in the CAD/RMS Organization Chart addressed in (4).

- (4) The Parties acknowledge and agree to the enclosed CAD/RMS Organization Chart ("Org Chart") with regard to the overall management of CAD/RMS Project.

The Project Governance Committee referenced in the Org Chart shall consist of four individuals to include (i) a County Commissioner, (ii) the City Administrator, (iii) the County CEO, and (iv) the City CFO.

The Project Oversight Committee referenced in the Org Chart shall consist of six individuals to include (i) the County Sheriff or his representative, (ii) the City Police Chief or his

Ms. Theresa Sanders
April 14, 2014
Page 3

representative, (iii) a City IT representative, (iv) a County ISD representative, (v) a representative from 911 Emergency Communications, and (vi) a SREC IT representative.

The responsibilities of the Project Governance Committee and Project Oversight Committee are further articulated in the Org Chart.

Each party shall be responsible for financing their obligations under this MOU.

The Parties shall be responsible for filing this MOU as provided for in RCW 39.34.040.

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

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

Very truly yours,



Marshall R. Farnell

County Chief Executive Officer

(Authorized by Board of County Commissioners on February 11, 2014)

Enclosure(s) (1)

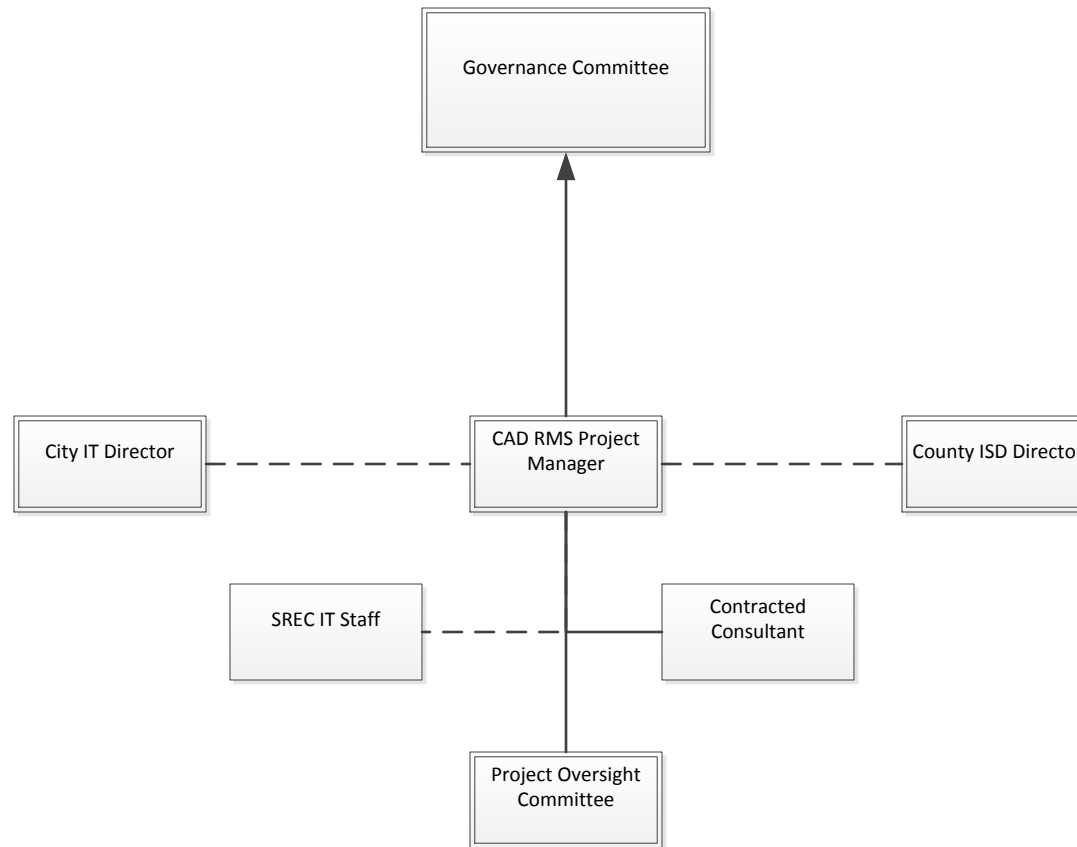
Reviewed and agreed to this _____ day of _____, 2014.

City of Spokane

By: 

Title: CITY ADMINISTRATOR

County CAD RMS Project MOU Organizational Chart



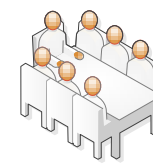
Governance Committee

Composition:

- (1) County Commissioner (BOCC Representative)
- (2) City Administrator
- (3) County CEO
- (4) City CFO

Responsibilities:

- (1) CADRMS Project Budget
- (2) Project Charter and Timeline Adherence
- (3) Conflict Resolution
- (4) Direct Report for Project Manager



Project Oversight Committee

Composition

One representative from each organization as follows:

- (1) County Sheriff
- (2) City Police Chief
- (3) SREC IT
- (4) City IT
- (5) County ISD
- (6) 911

Responsibilities:

- (1) Allocates Subject Matter Experts and coordinates implementation of CADRMS System with Project Manager

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

OPR 2014-0825

Renews #Submitting Dept

FINANCE

Cross Ref #Contact Name/Phone

ARIANE SCHMIDT 477-2610

Project #Contact E-Mail

ASCHMIDT@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

CAD RMS REPLACEMENT - PUBLIC SAFETY GIS

Agenda Wording

A Memorandum of Understanding (MOU) between the City and County for Public Safety Geographic Information Systems (GIS) Management, Structure and Ongoing service model.

Summary (Background)

A Memorandum of Understanding (MOU) between the City and County for Public Safety Geographic Information Systems (GIS) Management, Structure and Ongoing service model includes (1) the creation of a oversight subcommittee from the 911 Emergency Communication Advisory Board (2) percentage based funding for the County employee charged with Public Safety GIS management activities (3) GIS data sets deemed mission critical to emergency PSAP (911) and Dispatch Responses.

Fiscal ImpactBudget Account

Expense \$ various

CCC 1630-30210-22551-54101

Expense \$ various

SPD 1510-30201-21270-54101

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COOLEY, GAVIN

Study Session

Public Safety 11/17

Division Director

COOLEY, GAVIN

OtherFinance

LESESNE, MICHELE

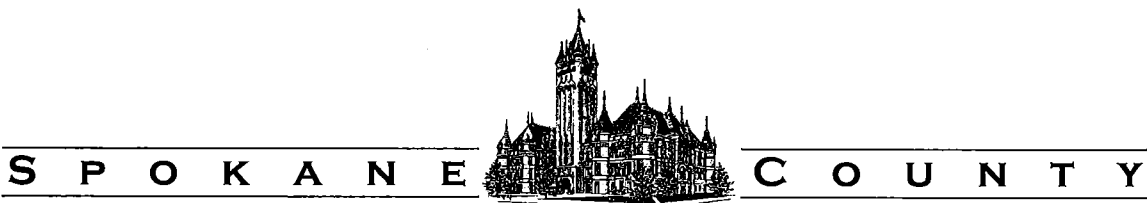
Distribution ListLegal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



OFFICE OF COUNTY COMMISSIONERS

TODD MIELKE, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

October 13, 2014

Ms. Theresa Sanders, City Administrator
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Re: *Public Safety Geographic Information Systems (GIS) Management, Structure and Ongoing service model*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City") (jointly "Parties") with respect to the above referenced matter.

1. BACKGROUND

The County and the City have embarked on a joint project to select and implement a replacement CAD/RMS System. [See MOU dated April 14, 2014 for initial project description.]

The CAD/RMS System is Geographic Information Systems (GIS)-centric and will require:

- (1) designation of an Emergency Communications (911) Board – GIS Oversight Subcommittee as the functional oversight committee (See: Attachment #1-"Organization Chart"),
- (2) regionalized City and County GIS organizational structure hierarchy,
- (3) establishment of public safety mission critical data layers,
- (4) single location for published data used in Public Safety CAD/RMS systems, and
- (5) regional cost allocation model.

2. PURPOSE

The purpose of this MOU is to reduce in writing the Parties understanding with respect to the above listed items.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) The Parties will designate an "Emergency Communications (911) Board – GIS Oversight Subcommittee" ("GIS Oversight Subcommittee") with advisory recommendations regarding (i) Activity Priorities, (ii) Conflict Resolution, and (iii) Functional Direct Report for Public Safety GIS Manager.
- (2) The Parties will retain individualized staff, but for the purposes of Public Safety response will operate in a coordinated service model as outlined by the Organizational Chart, coupled with oversight from the GIS Oversight Subcommittee.
 - a. The Public Safety GIS Manager will be a County employee fully funded as follows:
 - i. 25% 911
 - ii. 25% Combined Communications Center (CCC) (Fire\EMS) which will be charged to City Fire not CCC Maintenance and Operations. . (To prevent charge-back to the County for a portion of these services.)
 - iii. 12.5% Spokane Police Department (SPD) which will be allocated to patrol in the SPD cost plan. (To prevent charge-back to the County for a portion of these services.)

- iv. 12.5% Spokane County Sheriff's Office (SCSO) which will be allocated to patrol in the SCSO cost plan. (To prevent charge-back to the City for a portion of these services.)
 - v. 25% Spokane County Information Systems Department (ISD)
- (3) All other employees working with the core Public Safety GIS Team will be funded based upon full cost billable hours on a per project basis. The establishment of a long-term Spokane County Public Safety GIS ongoing service model based on mission critical data layers. These layers include, but may not be limited to:
- a. Road centerline files (With street names and addresses)
 - b. Address point files (Site / Structure Address Points)
 - c. Road Name Alias Table
 - d. Boundary files
 - e. ESZ boundaries (Emergency Services Boundaries for Police, Fire, EMS, and others)
 - f. PSAP boundaries
 - g. Authoritative Boundaries (authoritative agency responsible for the GIS data in an area)
 - h. State, county and municipal boundaries.
- Non-critical, but highly valuable layers include, but are not limited to:
- a. Hydrology
 - b. Railroads and other infrastructure layers deemed necessary
 - c. Cell Towers
 - d. Imagery
- (4) The consolidation of data in SDE and/or local SDE format for system consumption located at the Combined Communications Building (CCB) used by all Public Safety systems. Redundant systems will be located at County and City locations respectively. Scheduled automatic data updates will be constructed without compromise to Public Safety CAD/RMS system performance.
- (5) A regional full cost allocation model will be constructed based on work duties as either a compensation percentage or invoices on a billable hour basis. The City, County, CCC and 911 agree to co-fund the services as outlined by the GIS Oversight Subcommittee ruling.

The Parties agree to pay the all cost associated with their respective employees including but not limited to salary, benefits and indirect costs.

Consistent with the provisions of chapter 39.34 RCW, the Parties further agree and acknowledge:

- A. Purposes: See Paragraph 1 above.
- B. Duration: See Paragraph below.
- C. Separate Legal Entity: Except as provided for in Paragraph 1 above, this MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The Parties shall be responsible for filing this MOU as provided for in RCW 39.34.040. The City shall file this MOU with its City Clerk. The County shall file this MOU with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be solely responsible for financing its obligations under this MOU or as otherwise provided for herein. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Paragraph below.

H. Property upon Termination. Except as provided for to the contrary herein, title to all personal property acquired by either party in the performance of this MOU shall remain with the acquiring party upon termination of the MOU.

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

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of their respective party for purposes of confirming this MOU.

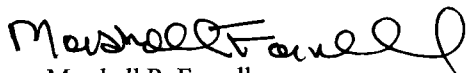
Once executed by the Parties, this MOU may only be terminated by mutual agreement of the Parties.

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

This MOU will supersede and replace that MOU executed between the Parties on June 24, 2014 entitled "*Public Safety Geographic Information Systems (GIS) Management, Structure and Ongoing service model*".

Very truly yours,



Marshall R. Farnell
County Chief Executive Officer

(Authorized by Board of County Commissioners on June 24, 2014)

Attachment (1)

Reviewed and agreed to this 13 day of October, 2014.

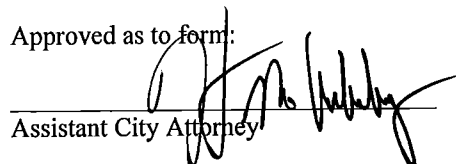
City of Spokane

By: 
Title: CITY ADMINISTRATOR

Attest:

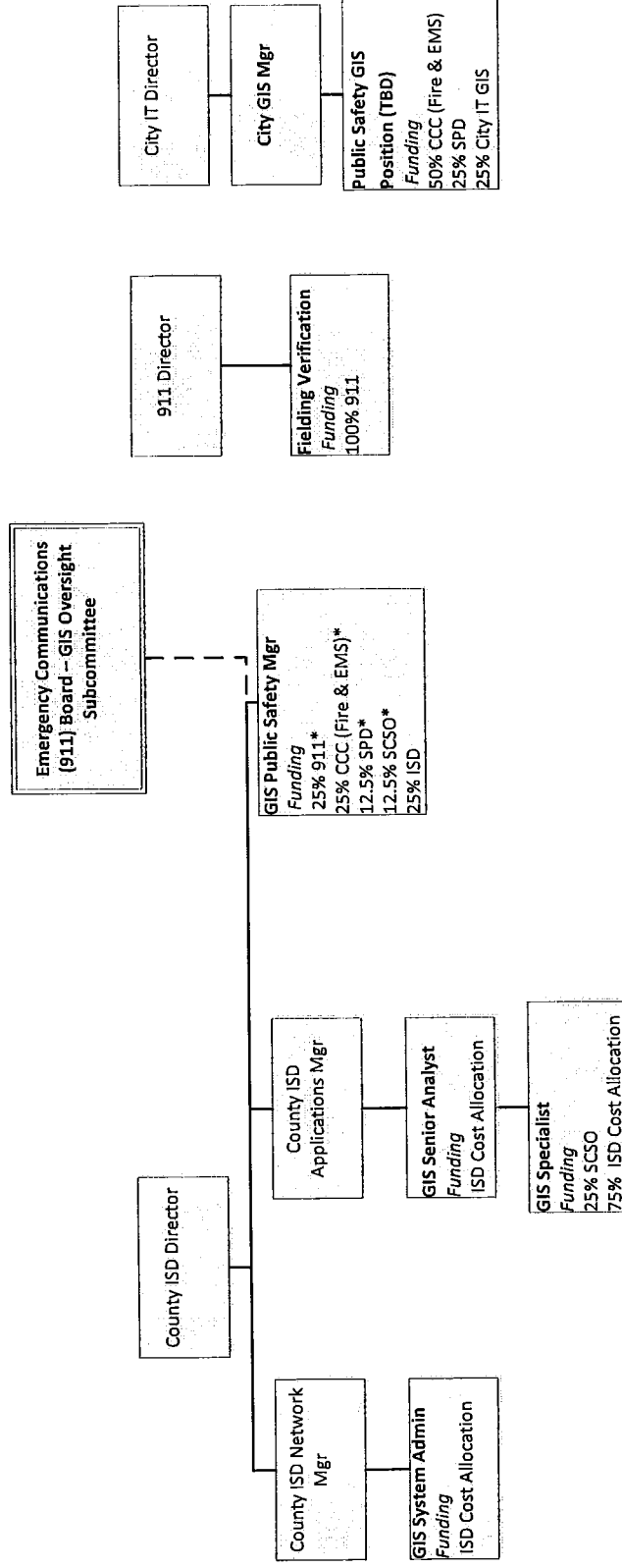
City Clerk

Approved as to form:

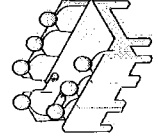

Assistant City Attorney

Public Safety GIS Organizational Chart

08/22/2014



Emergency Communications (911) Board – GIS Oversight Subcommittee	
Composition:	(1) Combined Communications Center – CCC (Fire\EMS)
	(2) SFD
	(3) SCSO
	(3) SPD
	(4) 911
	(5) DEM
	(6) City
	(7) County
	Non-voting attendees: SFD IT, Law IT, CAD RMS Project Manager, others as needed
Responsibilities:	(1) Advisory
	(2) Activities Priorities
	(3) Conflict Resolution
	(4) Functional Direct Report for Public Safety GIS Manager



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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

OPR 2014-0826

Renews #Submitting Dept

FINANCE

Cross Ref #Contact Name/Phone

ARAIN SCHMIDT 477-2610

Project #Contact E-Mail

ASCHMIDT@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

CAD RMS REPLACEMENT - LEIS

Agenda Wording

A Memorandum of Understanding (MOU) between the City and County for LEIS Staff and Management services allocated to the CAD RMS Replacement project.

Summary (Background)

A Memorandum of Understanding(MOU) between the City and County to provision for the new CAD RMS requiring:(1)establishment of a County ISD support separating support of other SRECS IT LEIS systems and change in management of the LEIS group (2) realignment of resources within the current LEIS unit (3) continuation of payroll services by City for current LEIS employees (4) realignment of Public Safety Building office space rental charges and (4) final transition of LEIS reserves.

Fiscal ImpactBudget Account

Expense \$ various

SPD 1510-12100-21270-55119

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COOLEY, GAVIN

Study Session

Public Safety 11/17

Division Director

COOLEY, GAVIN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

korlob@spokanecity.org

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

NO. 14-0545

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
MEMORANDUM OF UNDERSTANDING)
BETWEEN SPOKANE COUNTY AND THE CITY)
OF SPOKANE REGARDING SRECS IT / LEIS)
MANAGEMENT AND STRUCTURE DURING)
CAD/RMS SYSTEM REPLACEMENT PROJECT)

RESOLUTION

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

WHEREAS, pursuant to the above referenced statutes, Spokane County ("County") and the City of Spokane (City) jointly referred to as "Parties" have embarked on a joint project to select and implement a replacement of the Computer Aided Dispatch (CAD) and the Records Management System (RMS) which provide various services to departments and agencies within both the County and City as well as other law enforcement agencies/entities; and

WHEREAS, the Parties, pursuant a document entitled "*Memorandum of Understanding Regarding CAD/RMS Project*", established a committee known as the Governance Committee consisting of the County Commissioner, City Administrator and County CEO having among other responsibilities the approval of annual budget for the CAD/RMS project and assuring the CAD/RMS project is completed on time; and

WHEREAS, the Governance Committee met on June 23, 2014, and recommended that the County and the City execute a Memorandum of Understanding captioned "*SRECS IT/LEIS Management and Structure during CAD/RMS System Replacement Project*" wherein the Parties would reduce to writing, with regard to the new CAD/RMS system, the following:

- (1) establishment of a long-term Spokane County ISD support structure for the new CAD/RMS System and separating support of other SRECS IT / LEIS systems, and a change in management for the SRECS IT / LEIS group,
- (2) realignment of resources within the current SRECS IT / LEIS unit to separate the dedicated CAD/RMS project team and staff to staff dedicated to SPD internal support and a continuation of support services by SRECS IT / LEIS during the transition period,
- (3) continuation of payroll services by the City for current SRECS IT / LEIS employees,
- (4) realignment in Public Safety Building office space rental charges, and
- (5) final transition of LEIS reserves.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that the chairman of the Board, majority of the Board, or the CEO be authorized to executed that document entitled "*SRECS IT / LES Management and Structure during CAD/RMS System Replacement Project*" in

substantially the form attached hereto, wherein the County and City will reduce to writing, with regard to the new CAD/RMS system, their understandings with regard to:

- (1) establishment of a long-term Spokane County ISD support structure for the new CAD/RMS System and separating support of other SRECS IT / LEIS systems, and a change in management for the SRECS IT / LEIS group,
- (2) realignment of resources within the current SRECS IT / LEIS unit to separate the dedicated CAD/RMS project team and staff to staff dedicated to SPD internal support and a continuation of support services by SRECS IT / LEIS during the transition period,
- (3) continuation of payroll services by the City for current SRECS IT / LEIS employees,
- (4) realignment in Public Safety Building office space rental charges, and
- (5) final transition of LEIS reserves.

PASSED AND ADOPTED this 24th day of June, 2014.



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, Chair

Absent
TODD MIELKE, Vice-Chair

Approved telephonically
SHELLY O'QUINN, Commissioner



OFFICE OF COUNTY COMMISSIONERS

TODD MIELKE, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

June 23, 2014

Ms. Theresa Sanders, City Administrator
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Re: *SRECS IT / LEIS Management and Structure during CADRMS System Replacement Project*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City") (jointly "Parties") with respect to the above referenced matter.

BACKGROUND

The County and the City have embarked on a joint project to select and implement a replacement CAD/RMS system ("New CAD/RMS" or "Project"). [See MOU dated April 14, 2014 for initial project description.]

Moving forward with the New CAD/RMS system will require:

- (1) establishment of a long-term Spokane County ISD support structure for the new CAD/RMS System and separating support of other SRECS IT / LEIS systems, and a change in management for the SRECS IT / LEIS group,
- (2) realignment of resources within the current SRECS IT / LEIS unit to separate the dedicated CAD/RMS project team and staff to staff dedicated to SPD internal support and a continuation of support services by SRECS IT / LEIS during the transition period,
- (3) continuation of payroll services by the City for current SRECS IT / LEIS employees,
- (4) realignment in Public Safety Building office space rental charges, and
- (5) final transition of LEIS reserves.

PURPOSE

The purpose of this MOU is to reduce in writing the Parties understanding with respect to the above listed items.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) As agreed by the CAD / RMS Project Governance Committee, support for the New CAD/RMS system will be provided by the Spokane County Information Systems Department ("ISD" or "County ISD") on a long-term basis.

ISD will provide management and additional staff support for the transition, configuration, testing and implementation phases of the New CAD/RMS System. The County and the City will share equally in these costs. ISD will bill monthly for these services starting July 1, 2014. ISD will bill the current amount cost allocated to the SREC Director for management services during the system transition period.

Acknowledging that SRECS IT / LEIS supports many other peripheral systems (in addition to the shared CAD/RMS system) the Parties agree to a long-term strategy of separating system support based on the agency running the system. County ISD will support those systems run by the County (i.e. Forensics, Detention Services, etc.). The City will support those systems run by City departments/divisions (i.e. Police Records, Property Room, etc.).

Acknowledging that some of the duties now assigned to SRECS IT / LEIS staff are beyond the scope of CAD/RMS project system support, the Spokane Police Department ("SPD") will retain staff dedicated to internal department support.

See attachment for detailed listing of functions assigned to Public Safety IT (under the management of County ISD) and SPD IT / TARU.

- (2) The following positions (and associated responsibilities) within the current SRECS IT / LEIS group will move under the management of County ISD. The current cost allocation method will remain in force until such time as the NG CAD/RMS system is retired.
- a. Supervisory Analyst – 1 position (currently filled by Richard Cain) providing overall system supervision and NG CAD/RMS support.
 - b. Information Analyst – 2 positions (currently filled by Bill Flatt and Lisa K. Smith) providing CAD/RMS, VMS, Alpha hardware support, Xepediter and OnBase support.
 - c. Systems Administrator – 1 position (currently filled by Pat Moulton) providing CAD/RMS, VMS and Alpha hardware support.
 - d. Programmer Analyst – 1 position (currently filled by Matthew Mathiason) providing OnBase and CAD/RMS support.
 - e. New ISD Employee (Analyst/Programmer classification) similar in pay to 1 position of City Civil Service Classification Programmer Analyst (vacated by retirement 5/31/2014) funded equally by the City and County.
 - f. New ISD Employees (Systems Analyst and/or Sr. System Administrator) similar in pay to 2 positions City Civil Service Information Analyst Classification funded equally by the City and County.

The Parties agree to allow individual discussion on the time frame and method to transfer the above City positions to County classifications/positions. Any City positions vacated will be filled with a County position at time for transfer. Both Parties must agree before any of the above listed positions are filled or reclassified.

The remaining SRECS IT / LEIS positions will transfer to SPD's IT TARU team and will be funded by SPD.

- a. Information Analyst – 2 positions (currently filled by Dusty Patrick and Kyndrin Tenney) providing helpdesk management, ComStat Reporting, NIBRS, Coplink, GangNet and Beast support.
- b. Desktop Specialist – 2 positions (currently filled by Chris Seidel and Sean MacDonald) providing desktop and mobile support for SPD.

Kyndrin Tenney is a regional NIBRS resource for both the City and the County. She will continue to provide NIBRS consulting and assistance to both organizations.

Long-term desktop and mobile hardware support will reside with each agency. Server support for the shared new CAD/RMS system will reside with the County.

The Parties recognize that the transfer/move of any positions/staff may require compliance with applicable Civil Service rules/regulations and/or collective bargaining agreement(s).

- (3) The City agrees to continue to provide payroll and other employee services for the SRECS IT / LEIS personnel through the transition period.
- (4) The SPD will take over approximately 40% of the current SRECS IT / LEIS office space in the basement of the Public Safety Building ("PSB"). The remaining current office and computer room space in the PSB will continue to be utilized by SRECS IT / LEIS staff (office space for Supervisory Analyst, Information Analysts, Programmer Analyst and System Administrator listed above) throughout the system transition period. Annual rental charges assessed to the LEIS budget (defined as "55104 - PUBLIC SAFETY BUILDING RENT" in cost allocation) will be reduced as of June 1, 2014. The remaining Public Safety Building rent should be charged to the SPD.
- (5) Reserves accumulated in the City 1510 fund will be used toward the purchase of the New CAD/RMS system as those funds were derived from the billings for the current CAD/RMS system support.

The Parties understand and agree that the cost allocation method to be used for the purchase and ongoing support costs of the New CAD/RMS will be defined in a future Interlocal Agreement between the County and the City.

Each party shall be responsible for financing their obligations under this MOU or as otherwise provided for herein.

Ms. Theresa Sanders
June 23, 2014
Page 4

The Parties shall be responsible for filing this MOU as provided for in RCW 39.34.040.

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

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of executing this MOU.

Once executed by the Parties, this MOU may only be terminated by mutual agreement of the Parties or completion of the Project.

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

Very truly yours,


Marshall R. Farnell
County Chief Executive Officer

(Authorized by Board of County Commissioners on June 24, 2014)

Attachment (1)

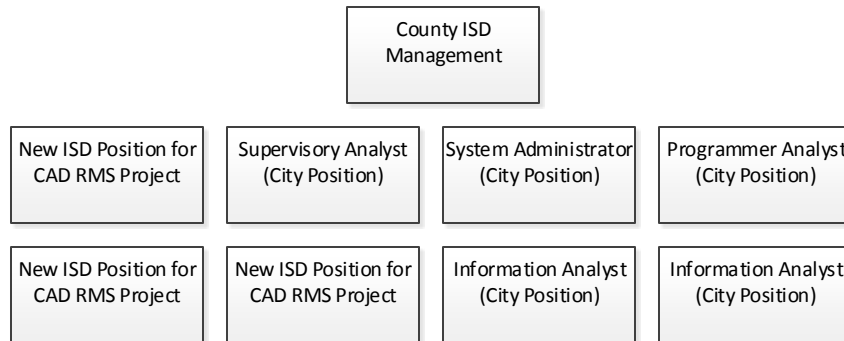
Reviewed and agreed to this 21st day of July, 2014.

City of Spokane

By: 

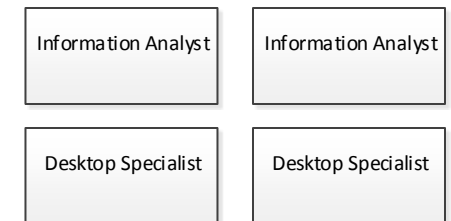
Title: CITY ADMINISTRATOR.

Public Safety IT
(Law CAD RMS Project)



Function	FTE%
Admin	0.35
Supervision	0.3
City\County Liaison	0.2
JMS OMS Conversion	0.2
Ancillary Application Mgmt	0.4
CAD RMS Sys Admin	0.7
CAD RMS Device Support	0.2
JMS OMS Conversion	0.3
CAD RMS Data Extraction	0.6
CAD RMS (VMS) Support	0.1
Backup CAD RMS Sys Admin	0.2
Backup Support	0.2
SECTOR (eTicketing), Xepditer(Field Report)	0.3
CAD RMS Data Extraction Support	0.7
SPRS (Mug Shots) Support	0.15
Web Development Support	0.15
Additional Resource Need for Project	2
<i>Sub-Total</i>	<i>7.05</i>
OnBase RMS Document Imaging	0.7
<i>Total</i>	<i>7.75</i>

SPD Technical Assistance
Response Unit (TARU)



Function	FTE%
WSP Regional Liaison Oversight	0.1
SPD Helpdesk Mgr & City IT Liaison	0.1
SQL Server Maint	0.2
SPD IT Purchases	0.1
SPD Mobile\In Car Device Management	0.2
SPD AD Administration	0.1
SPD COMStat & Other Custom Reports	0.5
NIBRS Reports	0.2
CopLink Admin	0.1
CopLink IT Support & Data Migration	0.2
GangNet Admin	0.1
GangNet Custom Reports	0.1
GangNet IT Support	0.1
BEAST IT Support	0.1
Web Development Support	0.1
SPD Mobile\In Car Device Support	1
SPD Desktop Support	1
<i>Total</i>	<i>4.3</i>

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

OPR 2014-0827

Renews #Submitting Dept

PLANNING & DEVELOPMENT

Contact Name/Phone

TAMI 625-6157

Cross Ref #Project #Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0650 - MULTI FAMILY HOUSING - NORTH GORGE COMMERCIAL PARTNERS,

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with North Gorge Commercial Partners, LLC for 24 apartment units located at 1133 West College Avenue / 1102 West Ide Avenue, Parcel Numbers; 35183.0094 / 35183.0074.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WRIGHT, JO ANNE

Study SessionDivision Director

QUINTRALL, JAN

Other

PCED 11/3/14

Finance

LESESNE, MICHELE

Distribution ListLegal

RICHMAN, JAMES

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

jquintrall@spokanecity.org

Purchasing

lmeuler@spokanecity.org

mhughes@spokanecity.org

abrast@spokanecity.org

htrautman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from North Gorge Commercial Partners, LLC, for a project consisting of approximately 24 new housing units. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate City official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER

City of Spokane

MFTE Incentive Program / Planning and Development

November 3, 2014

Subject:

A Multi-Family Tax Exemption Conditional Contract for a 24-unit apartment building at 1102 W Ide.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from 940 N Ruby Street, LLC, for a project consisting of approximately 61 multiple family housing units at 940 N Ruby St. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

North Gorge Commercial Partners, LLC

MFTE target area: Kendall Yards

Qualifying parcel: 35183.0094 & 35183.0074

Units: 24 units, (24 bedrooms)

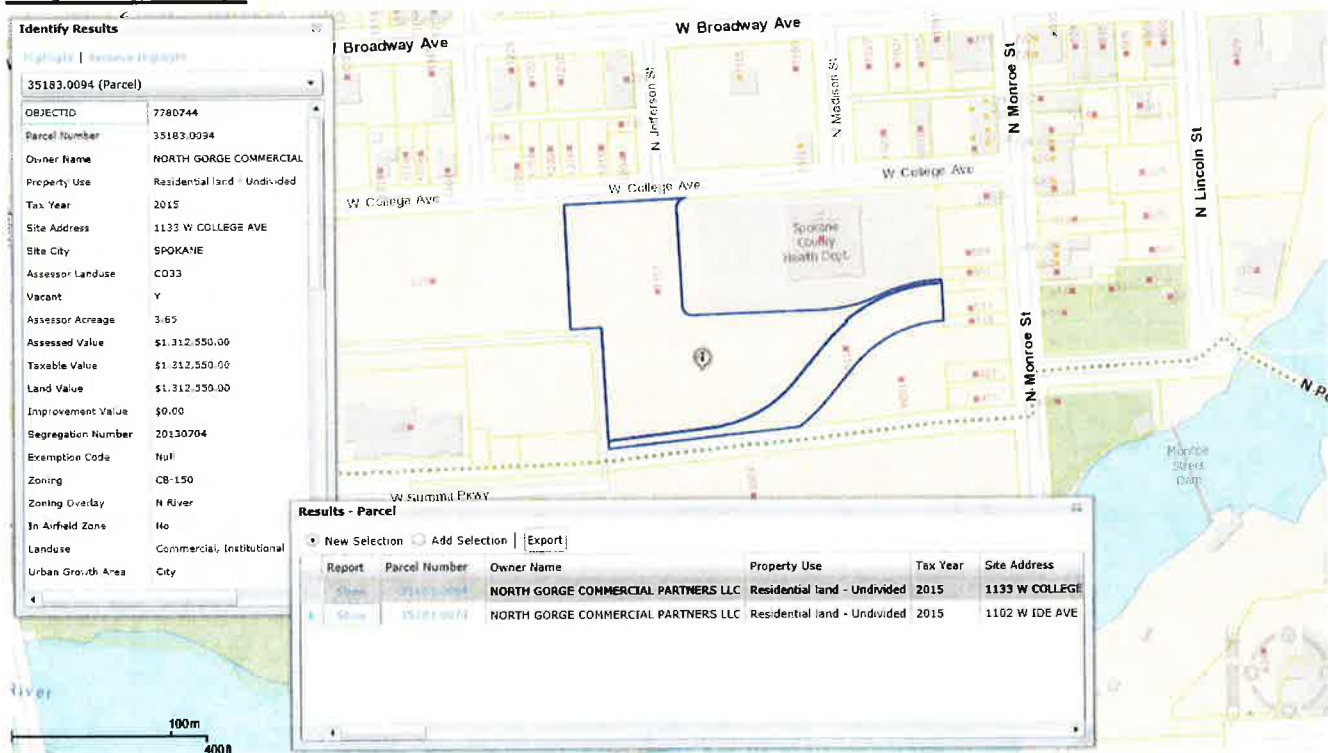
Dwelling unit: 27,000 square feet

Average Sq Ft: 700 with 9,000 square feet of commercial on ground floor

STA Routes: 21, 22, 23, 24, 124

Affordable: 12yr project

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

STA Routes:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and North Gorge Commercial Partners, LLC, as "Owner" whose address is 1421 North Meadowwood Lane, Suite 200, Liberty Lake, Washington 99019.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

Portions of 18-25-43 TR I, II & II OF R.OS (AFN # 950320333 BK 64, PG 29 & 30) BEING A PTN OF GOVT LT 3 IN SW1/4 TOG W/ PTN OF NE1/4 OF SW1/4 DAF: BEG 500FT E & 319.30FT S OF INTERS OF E LN OF CEDAR ST & S LN OF COLLEGE AVE & TRUE POB TH S 198.04FT TH W TO E LN OF CEDAR ST TH N ALG SD E LN TO A PT LYG W OF POB TH E TO POB EXC W 280FT THEREOF EXC ANY PTN OF KENDALL YARDS COMMERCIAL ADD (AFN #6262045) and 18-25-43 TR 1 OF ROS (AFN #9003190220) EXC ANY PTN OF KENDALL YARDS COMMERCIAL ADD (AFN# 6262045),

Assessor's Parcel Number(s) 35183.0094 / 35183.0074

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received
3. The Owner intends to construct on the site, approximately 24 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

4. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

5. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

6. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

7. The Owner agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

8. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

9. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other

condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

10. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

16. This Agreement is subject to the approval the City Council.

DATED this _____ day of _____, 2014

CITY OF SPOKANE

NORTH GORGE RESIDENTIAL
PARTNERS, LLC

By: _____
Mayor, David A. Condon

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2014.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 30th day of September, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph Frank, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of September, 2014.



Notary Public in and for the State
of Washington, residing at Spokane Hayden, ID

My commission expires December 6, 2015

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

OPR 2014-0828

Renews #

Submitting Dept

PLANNING & DEVELOPMENT

Cross Ref #

Contact Name/Phone

TAMI 625-6157

Project #

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

0650 - MULTI FAMILY HOUSING - 940 N RUBY, LLC

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with 940 N Ruby Street, LLC for 61 apartment units located at 920 North Ruby Street, Parcel Number 35172.3306.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WRIGHT, JO ANNE

Study SessionDivision Director

QUINTRALL, JAN

Other

PCED 9/15/14

Finance

LESESNE, MICHELE

Distribution ListLegal

RICHMAN, JAMES

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

jquintrall@spokanecity.org

Purchasing

lmeuler@spokanecity.org

mhughes@spokanecity.org

abrast@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER

City of Spokane

MFTE Incentive Program / Planning and Development

September 15, 2014

Subject:

A Multi-Family Tax Exemption Conditional Contract for a 61-unit apartment building at 940 N Ruby St.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from 940 N Ruby Street, LLC, for a project consisting of approximately 61 multiple family housing units at 940 N Ruby St. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

940 N Ruby Street, LLC

MFTE target area: Lower Division Corridor

Qualifying parcel: 35172.3306

Units: 61 units, (214 bedrooms)

Dwelling unit: 86,800 square feet of at least 4 units

Average Sq Ft: 1,420

STA Routes: 25

Affordable: 12yr project

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

STA Routes:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 940 N Ruby Street, LLC, as "Owner" whose business address is 1801 Avenida Salvador, San Clemente, California 92672.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

SINTO ADDITION & FIRST ADDITION TO SINTO BEG AT A PT ON THE ELY R/W LN OF DIVISION ST, A CITY ST 100.00FT IN WIDTH, SD PT BEARS N 89DEG 48MIN 18SDS E 50.00 FT FROM THE SWLY COR OF SD NW1/4 OF SD SEC 17; TH FROM SD PT N 89DEG 48MIN 18SDS E 412.71FT ALG THE SLY LN OF SD NW1/4 TO THE CTRLN OF VAC RUBY ST; TH N 0DEG 15MIN 04SDS W 197.94FT ALG SD CTRLN; TH LEAVING SD STR LN S 89DEG 44MIN 56SDS W 34.00FT; TH N 0DEG 15MIN 04SDS W 114.20FT TO THE TRUE POB; TH N 54DEG 41MIN 14SDS E 223.18FT TO A PT ON THE CTRLN OF THE VAC ALLEY FOR BLK 14, SD FIRST ADD TO SINTO ADD, SD PT ALSO BEING THE INTERS OF SD VAC ALLEY CTRLN WITH THE SLY EXT OF THE ELY LN OF LOT 5, SD BLK 14; TH N 0DEG 15MIN 04SDS W 150.00FT ALG SD ELY LN OF LOT 5 & ITS SLY EXT, TOA PT ON THE SLY R/W LN OF CATALDO AVE, A CITY ST 100.00 FT IN WIDTH; TH S 89DEG 58MIN 38SDS W 98.98FT (100.00 FT, RECORD) ALG SD CLY R/W LN TO A PT ON THE NLY ABANDONED R/W LN FOR THE SPOKANE INTERNATIONAL RAILWAY, SD PT ALSO BEING THE NWLY COR OF LOT 6 OF SD BLK 14; TH ALG SD NLY ABANDONED R/W LN S 56DEG 37MIN 17SDS W TO A LN DRAWN PARAL WITH & 50FT ELY WHEN MEASURED RADIALY FROM THE R LN SURVEY SR 2, NORTH RIVER DRIVE TO EUCLID AVE; TH SWLY PARAL WITH SD R LN SURVEY TO A PT OPPOSITE HWY ENGINEERS STATION R120+16.57; TH SELY TO THE TRUE POB.

Assessor's Parcel Number(s) 35172.3306, commonly known as 940 North Ruby Street

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a

building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 61 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide less than a total of four multiple family permanent residential housing units.

5. The Owner commits to renting or selling at least twenty percent of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by SMC 8.15.090.

6. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

7. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

8. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 7 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

9. The Owner agrees, within 30 days following the first anniversary of the County's recording of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Planning and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

10. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

11. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.


18. This Agreement is subject to the approval the City Council.

DATED this 13 day of August, 2014

CITY OF SPOKANE

940 N Ruby Street, LLC

By: _____
Mayor, David A. Condon

By: 
Its: EX-VICE PRESIDENT

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2014.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

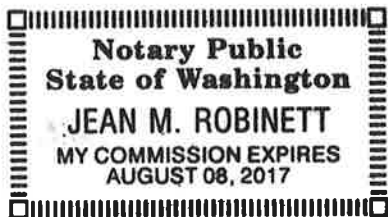
STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 13 day of AUGUST, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID SCHNEIDER, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of August, 2014.

Jean M Robinett
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 8-8-17



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

11/03/2014

<u>Date Rec'd</u>	10/29/2014
<u>Clerk's File #</u>	RES 2014-0106
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE ALLEN 625-6715	<u>Project #</u>	
<u>Contact E-Mail</u>	RBARDEN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	EMERGENCY APPLICATION TO THE WASHINGTON STATE BUILDING CODE		

Agenda Wording

A resolution regarding an emergency application to the Washington State Building Code Council regarding an amendment to the International Residential Building Code relating to construction of owner-occupied lodging homes.

Summary (Background)

The City, like many other jurisdictions, has been working to address the emerging short term rental industry referred to as Airbnb, VIRBO, etc. The City is currently working with a stakeholder group to begin developing guidelines. After multiple meetings, the group has come to a consensus on all issues pertaining to zoning, taxes, fees, etc. However, the group has encountered a barrier to legal allowance of these businesses in the 2012 International Residential Code, which currently provides

<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	LESSESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	Ray Lynn Barden
<u>For the Mayor</u>	SANDERS, THERESA	Mike Allen
<u>Additional Approvals</u>		Mike Piccolo
<u>Purchasing</u>		Michele Lesesne
		Adam McDaniel



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

that owner-occupied lodging homes with five or fewer guestrooms are permitted to be constructed in accordance with the IRC for one- and two-family dwelling but only when equipped with a fire sprinkler system. Council Member Allen has filed an emergency application with the Washington State Building Code Council to amend Section R101.2 to provide that owner-occupied lodging homes with one or two guestrooms shall be permitted to be constructed in accordance with the IRC for one- and two-family dwellings without the requirement for a fire sprinkler system. Owner-occupied lodging homes with three to five guestrooms would be required to be constructed with fire sprinklers. This resolution provide the City Council’s support for the emergency application as well as for the proposed amendment to Section R101.2.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO.2014-0106

A resolution regarding an emergency application to the Washington State Building Code Council regarding an amendment to the International Residential Building Code relating to construction of owner-occupied lodging homes.

WHEREAS, over the past several months, the City of Spokane, as well many local jurisdictions around the county, have been working on addressing the emerging short term rental industry referred to as Airbnb, VIRBO, etc. These businesses have found a market in Spokane and unlike other cities across the country; Spokane have chosen to allow these types of rentals to operate within a regulatory framework; and

WHEREAS, Spokane is currently working with a stakeholder group comprised of various industry representatives from our hotel/motel industry, bed and breakfast owners, short term rental operators and code enforcement staff to begin developing guidelines. After multiple meetings, the group has come to a consensus on all issues pertaining to zoning, taxes, fees, etc. However, the stakeholder group has encountered a barrier to legal allowance of these businesses in the 2012 International Residential Code; and

WHEREAS, Section R101.2 of the 2012 International Residential Code (IRC) currently provides that owner-occupied lodging homes with five or fewer guestrooms are permitted to be constructed in accordance with the IRC for one- and two-family dwelling but only when equipped with a fire sprinkler system in accordance with Section P2904 of the IRC; and

WHEREAS, this requirements creates an untenable economic hardship to these businesses, has caused an entire industry to potentially be out of compliance with state law, could possibly drive many of these businesses underground with no regulations, and would be difficult for municipalities to enforce; and

WHEREAS, an emergency application has been filed with the Washington State Building Code Council regarding an amendment to the International Residential Building Code relating to construction of owner-occupied lodging homes; and

WHEREAS, the proposed amendment would revise Section R101.2 of the 2012 IRC to provide that owner-occupied lodging homes with one or two guestrooms shall be permitted to be constructed in accordance with the IRC for one- and two-family dwellings without the requirement for a fire sprinkler system. Owner-occupied lodging homes with three to five guestrooms would be required to be constructed with fire sprinklers; and

WHEREAS, an emergency review of amendment to Section R101.2 of the 2012 IRC is justified due to the prohibitive cost imposed on short term rental operators and the burden imposed on municipalities through enforcement; - - Now, therefore,

BE IT RESOVLED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the City Council supports the emergency application to the Washington State Building Code Council regarding an amendment to the International Residential Building Code relating to construction of owner-occupied lodging homes and encourages the Building Code Council to revises Section R101.2 of the IRC as set forth in the application.

Adopted this _____ day of November, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

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

11/24/2014

Date Rec'd

11/11/2014

Clerk's File #

ORD C35188

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE 509-625-6256

Project #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0320 TRANSPORTATION BENEFIT DISTRICT ORDINANCE

Agenda Wording

A revision to the Transportation Benefit District Ordinance to establish a base amount of TBD revenue available to sidewalk construction.

Summary (Background)

The original Transportation Benefit District Ordinance devoted "an allocation of ten percent of revenue" to "to implement the pedestrian program of the City's 2012-2017 six-year comprehensive street program." This limitation has constrained the Citizens Transportation Advisory Board (CTAB) from providing full funding for sidewalk projects in the six-year street program, resulting in shovel-ready projects being delayed. This amendment would provide flexibility to fund current projects in full.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PCED 11/17/2014

Finance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

Ordinance No. ORD C35188

AN ORDINANCE relating to the transportation benefit district; amending SMC section 8.16.010.

The City of Spokane does ordain:

Section 1. That SMC section 8.16.010 is amended to read as follows:

8.16.010 Purpose

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation improvements set forth in this chapter including ongoing transportation improvements of the City as set forth in the six-year pavement maintenance program of the City's 2012-2017 six-year comprehensive street program and to include the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's 2012-2017 six-year comprehensive street program.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/24/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	ORD C35189
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JON SNYDER 6254	<u>Project #</u>	
<u>Contact E-Mail</u>	JSNYDER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Final Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 ORD RE GRANT APPLICATIONS		

Agenda Wording

AN ORDINANCE relating to City Council approval of grant applications; adopting a new chapter 7.19 to title 7 of the Spokane Municipal Code.

Summary (Background)

All applications for state or federal grants above the minor contract amount set forth in chapter 7.06 SMC submitted by or behalf of the City of Spokane shall be approved by the City Council prior to submission of the application either in conjunction with the adoption of the annual budget or subsequently as part of the city council's consent agenda.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance Committee,
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Ordinance No. C35189

AN ORDINANCE relating to City Council approval of grant applications; adopting a new chapter 7.19 to title 7 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 7.19 to title 7 of the Spokane Municipal Code to read as follows:

7.19 Approval of Grant Applications

7.19.010 Approval of Grant Applications

All applications for state or federal grants above the minor contract amount set forth in chapter 7.06 SMC submitted by or behalf of the City of Spokane shall be approved by the City Council prior to submission of the application either in conjunction with the adoption of the annual budget or subsequently as part of the city council's consent agenda.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/24/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	ORD C35190
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TIM DUNIVANT 625-6845	<u>Project #</u>	
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 - BUSINESS REGISTRATION FEE ANNUAL ADJUSTMENT		

Agenda Wording

An ordinance amending SMC 08.02.0206 relating to the adjustment of the City of Spokane's Business Registration Fee.

Summary (Background)

SMC 08.02.0206 provides that the business registration fees shall be adjusted for an amount equal to the consumer price index adjustment of the previous July - July timeframe and that the newly determined fees shall be presented to the City Council for approval. The fee adjustment only applies to the base fee so personnel fees will not be impacted by this ordinance. If approved, this ordinance will increase the regular business registration basic fee from \$110 to \$113 per twelve-month period.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 50,000	#	0020-88100-99999-32192
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DOLAN, PAM	<u>Other</u>	11/03/14 Finance
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdunivant@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	gcooley@spokanecity.org	
<u>Additional Approvals</u>		pdolan@spokanecity.org	
<u>Purchasing</u>		ldillman@spokanecity.org	
		mredd@spokanecity.org	

ORDINANCE NO.: ORD C35190

An ordinance relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206; and

WHEREAS, SMC 08.02.0206 provides for an annual adjustment for Business Registration fees, and

WHEREAS, this Annual Fee adjustment is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, The CPI figures for July – July (CPI-U = 2.0%; CPI-W – 1.9%) would result in a 1.95% increase in the basic registration fee; and

WHEREAS, if approved, the new Business Registration fees would be:

Regular business registration fee = \$113

Reduced registration fee and Temporary registration = \$56.50

-- Now, therefore:

The City of Spokane does ordain:

That SMC 08.02.0206 Business Registration is amended to read as follows:

- A. A regular business registration basic fee is one hundred thirteen dollars (\$113) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred thirteen dollars (\$113) per twelve-month period.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/24/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	ORD C35191
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MIKE FAGAN 6257
<u>Contact E-Mail</u>	MFAGAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 AN ORDINANCE RELATING TO FOR-HIRE VEHICLES

Agenda Wording

An ordinance relating parking of for-hire vehicles; amending SMC section 16A.61.5705 and adopting a new section 10.34.105 to chapter 10.34 of the Spokane Municipal Code.

Summary (Background)

The City Council recently updated provisions of the City's for-hire vehicle ordinance. The amendments in this ordinance furthers the exports to update those provisions by providing that in regards to parking, for-hire vehicle operators shall comply with all provisions of the SMC including Chapter 16A.61 SMC relating to rules of the road, shall only operate at the Spokane International Airport in compliance with all terms and conditions prescribed by the airport board pursuant to SMC 12.03.0508, may utilize city-owned parking lots for the purpose of loading and unloading passengers unless such activity is specifically prohibited, which shall be indicated by appropriate signage and may park in a metered parking space if the meter is paid and then for a period not to exceed the designated time allotment on the meter

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mfagan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bstuckart@spokanecity.org	
<u>Additional Approvals</u>		amcdaniel@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. ORD C35191

AN ORDINANCE relating parking of for-hire vehicles; amending SMC section 16A.61.5705 and adopting a new section 10.34.105 to chapter 10.34 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.34.105 to chapter 10.34 of the Spokane Municipal Code to read as follows:

10.34.105 For-Hire Vehicle Parking

Unless otherwise noted in the SMC, the following provisions shall apply to parking of for-hire vehicles.

- A. For-hire vehicles parking on city streets shall comply with all provisions of the SMC including Chapter 16A.61 SMC relating to rules of the road.
- B. For-hire vehicles operating at the Spokane International Airport shall comply with all terms and conditions prescribed by the airport board pursuant to SMC 12.03.0508.
- C. For-hire vehicles may utilize city-owned parking lots for the purpose of loading and unloading passengers unless such activity is specifically prohibited, which shall be indicated by appropriate signage.

Section 2. That SMC section 16A.61.5705 is amended to read as follows:

16A.61.5705 Taxicabs and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones

- A. The driver of a bus or taxicab shall not stand or park upon any public street or highway in the congested district at any place other than at a bus stop or taxicab stand, respectively, except that this provision shall not prevent the driver of any vehicle from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of, and while actually engaged in, loading or unloading passengers.
- B. No person shall stop, stand, or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed by the street director, except the driver of a passenger vehicle may temporarily stop therein for the purpose and while actually engaged in loading passengers, when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

C. The driver of a taxicab may park in a metered parking space if the meter is paid and then for a period not to exceed the designated time allotment on the meter.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/24/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	ORD C35192
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	AMBER WALDREF 625-6275
<u>Contact E-Mail</u>	LKINNEAR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 ORDINANCE RELATING TO URBAN UTILITY INSTALLATION AREA

Agenda Wording

An ordinance relating to the urban utility installation area map; amending section 2 of Ordinance No. C-35146.

Summary (Background)

On September 15, 2014, the Council adopted Ordinance N. C-35146 establishing a Pilot Urban Utility Installation fund which also included the adoption of the Urban Utility Installation Area map. This ordinance will adopt a revised map, which will include the area on the north side of the Spokane River to match up with the same area adopted as part of the Business Improvement District.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u> Public Works
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	
<u>For the Mayor</u>	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO. ORD C35192

AN ORDINANCE relating to the urban utility installation area map; amending section 2 of Ordinance No. C-35146.

The City of Spokane does ordain:

Section 1. That section 2 of Ordinance No. C-35146 is amended by the adoption of an amended Urban Utility Installation Area map incorporated into SMC 8.10.230 C as Attachment A.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Urban Utility Installation Fund Pilot Area

 Target Area

*Area Description: Downtown area from Division on East to Walnut on the West,
Boone to the North to Interstate 90 on the South
Also along Sprague Corridor to Altamont*





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

September 22, 2014

City Clerk File No.:
ORD C35148

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35148 RELATING TO THE CODE ETHICS

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, September 8, 2014, upon review of the Council's Advance Agenda for September 15, 2014, City Attorney Nancy Isserlis provided an overview of Final Reading Ordinance C35148 relating to the Code of Ethics. Ms. Isserlis noted the proposed ordinance is a new Ethics policy which will hopefully take us into the next decade and be a best practice for the City. She asked that the ordinance have a first reading today and that final action of the ordinance be deferred for six to eight weeks in order to allow a series of discussions in the community regarding the ordinance. She noted the Ethics Committee reviewed the ordinance as recently as last week and made some suggested changes. She further advised the ordinance also needs to be run through union leadership because some of the unions are bound by the current policy and there may be a need to bargain the changes with the unions, as the City enters into negotiation with those unions. Ms. Isserlis stated she would also like to have two or maybe more public meetings so that people in the community can access the ordinance and provide input. Council Member Snyder inquired if the Council could obtain a redline copy of the ordinance reflecting the changes. Ms. Isserlis indicated that staff tried to do that, and stated this ordinance basically repeals in its entirety the former code and creates a completely new code. Council President Stuckart asked if the Council could have a list of the changes. Ms. Isserlis noted she can do that, but doing a redlined version just didn't work. Council Member Snyder indicated he would not be able to vote on the ordinance until the Council is provided some kind of document that is really detailed (with respect to the changes being made). Ms. Isserlis indicated she would do her best and do that. Ms. Mumm invited Ms. Isserlis to come to a Planning, Community and Economic Development meeting and do a side by side with a matrix and show the changes, or something similar, and so that Ms. Isserlis can provide the feedback she is getting as well on the ordinance. Subsequent to additional commentary by Ms. Isserlis and Council, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Waldref, **to defer** Final Reading Ordinance C35148 to November 3, 2014, **carried unanimously.**

Subsequently, during the City Council's 6:00 p.m. Legislative Session held September 8, Ordinance C35148—relating to the Code of Ethics; adopting a new Chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code—was read for the first time, with further action deferred (to November 3, 2014).

A handwritten signature in cursive script, appearing to read "Terri L. Pfister", written over a horizontal line.

Terri L. Pfister, MMC
Spokane City Clerk

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

12/1/2014

Date Rec'd

8/27/2014

Clerk's File #

ORD C35148

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

NANCY ISSERLIS EXT. 6225

Project #Contact E-Mail

NISSERLIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0500 ORDINANCE RELATING TO THE CODE OF ETHICS

Agenda Wording

An Ordinance relating to the Code of Ethics; adopting a new chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code

Summary (Background)

Language changes to enhance duties and powers of the Ethics Commission and address enforcement powers and complaint process.

Fiscal Impact

Neutral \$ 0.00

Select \$

Select \$

Select \$

Budget Account

0000 00000 00000

#

#

#

ApprovalsDept Head

DALTON, PAT

Division DirectorFinance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOtherDistribution List

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rimus@spokanecity.org

Additional ApprovalsPurchasing

ORDINANCE NO. C35148

AN ORDINANCE relating to the Code of Ethics; adopting a new chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 1.04A to Title 1 of the Spokane Municipal Code to read as follows::

Chapter 1.04A Code of Ethics

Sections:

- 1.04A.010 Purpose
- 1.04A.020 Definitions
- 1.04A.030 Prohibited Conduct
- 1.04A.040 Penalties for Noncompliance
- 1.04A.050 Recall of Elected Official for Violation of Code of Ethics
- 1.04A.060 Where to Seek Initial Review
- 1.04A.070 Where to Seek Judicial Review
- 1.04A.080 Ethics Commission
- 1.04A.090 Duties and Powers
- 1.04A.100 Ex Parte Communication
- 1.04A.110 Complaint Process of the Ethics Commission
- 1.04A.120 Training
- 1.04A.130 Restrictions on Ethics Commission Members
- 1.04A.140 Vacancy and Removal
- 1.04A.150 Limitation Period
- 1.04A.160 Applicability
- 1.04A.170 Advisory Opinion
- 1.04A.180 Severability

1.04A.010 Purpose

- A. It is the policy of the City of Spokane to uphold, promote and demand the highest standards of ethics from all of its employees and City officers, whether elected, appointed or hired. City officers and employees shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles

as public servants including the appearance of impropriety, and never use their City position, authority or resources for personal gain.

- B. It is the intent of the City Council that this chapter be reasonably construed to accomplish its purpose of protecting the public against decisions that are affected by undue influence, conflicts of interest or any other violation of this Code of Ethics. This Code of Ethics is supplemental to state law, including, but not limited to, chapter 42.20 RCW – Misconduct of Public Officers, chapter 42.23 RCW – Code of Ethics for Municipal Officers – Contract Interests, and chapter 42.36 RCW – Appearance of Fairness Doctrine.
- C. It is the function of the Ethics Commission to pursue the above stated policy of the City of Spokane. The Ethics Commission shall develop training, programs and initiatives in support of this goal.

1.04A.020 Definitions

The following words and phrases as used in this chapter, unless the context clearly indicates otherwise, shall have the following meanings:

- A. “Agency” means any City board, commission, bureau, committee, department, institution, division or tribunal in City government.
- B. “Assist” means to act, or offer or agree to act, in such a way as to help, aid, advise, furnish information to or otherwise provide assistance to another person, believing that the action is of help, aid, advice or assistance of the person with intent so to assist such person.
- C. “Beneficial interest” has the meaning ascribed to it under the Washington case law. However, an ownership interest in a mutual fund or similar investment pooling fund in which the owner has no management powers does not constitute a beneficial interest in the entities in which the fund or pool invests.
- D. “Business” means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding company, joint stock company, receivership, trust or any legal entity organized for profit.
- E. “City” means the City of Spokane, Washington.
- F. “City action” means any action on the part of an agency, including, but not limited to:
 - 1. a decision, determination, finding, ruling or order; and

2. a grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect to a decision, determination, finding, ruling or order.
- G. “City officer” means every individual elected, appointed, hired or otherwise selected to an office or position with the City, or any subdivision, agency, committee or board thereof, whether such individual is paid or unpaid.
- H. “Compensation” means anything of economic value, however designated, that is paid, loaned, granted or transferred, or to be paid, loaned, granted or transferred for, or in consideration of, personal services to any person.
- I. “Confidential information” means:
1. Specific information, rather than generalized knowledge, that is not available to the general public on request; or
 2. Information made confidential by law including but not limited to taxpayer information, RCW 82.32.330; information regarding organized crime, RCW 43.43.856; criminal history information, Chapter 10.97 RCW; medical records, Chapter 70.02 RCW; and juvenile records, RCW 13.50.010; or
 3. Information that is initially disclosed or discussed in executive session, and which is not available to the general public on request; however
 4. Confidential information does not include information authorized by the mayor or a majority vote of the council to be disclosed.
- J. “Contract” or “grant” means an agreement between two or more persons that creates an obligation to do or not to do a particular thing. “Contract” or “grant” includes, but is not limited to, an employment contract, a lease, a license, a purchase agreement or a sales agreement.
- K. “Ethics Commission” means the commission on ethical conduct for and duly appointed by the City.
- L. “Employee” means any person holding a regularly compensated position of employment with the City but does not include elected officers and persons who serve without compensation on City boards and commissions.
- M. “Exempt employee” shall mean those City employees not represented by a recognized labor union and identified by both the City administration and the applicable labor unions as exempt confidential employees.
- N. “Family member” means:
1. a spouse or domestic partner; or

2. any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or
 3. any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the City officer or employee.
- O. "Gift" means anything of economic value or tangible worth for which no consideration is given. "Gift" does not include:
1. items from family members or friends where it is clear that the gift was not made as part of any design to gain or maintain influence in the agency of which the recipient is an officer or employee;
 2. items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties;
 3. items exchanged among officials and employees or a social event hosted or sponsored by a City officer or City employee for coworkers;
 4. payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 5. items a City officer or City employee is authorized by law to accept;
 6. payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 7. items returned by the recipient to the donor within thirty days of receipt or donated to a charitable organization within thirty days of receipt;
 8. campaign contributions reported under chapter 42.17 RCW;
 9. discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
 10. awards, prizes, scholarships or other items provided in recognition of academic or scientific achievement;

11. attendance of a City officer or employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where official attendance by the officer or employee as a City representative is appropriate;
 12. an award publicly presented in recognition of public service; or
 13. any item of nominal value which cannot reasonably be presumed to influence the vote, action or judgment of the City officer or employee, or be considered as part of a reward for action or inaction. An item of nominal value shall include incidental items associated with the professional conduct or courtesies of a City officer or employee's duty including the acceptance during the conduct of official business of such items as refreshments, note pads, pens, pins and books.
- P. "Head of agency" means the chief executive officer of an agency. In the case of an agency headed by a commission, board, committee or other body consisting of more than one natural person, agency head means the person or board authorized to appoint agency employees and regulate their conduct.
- Q. "Honorarium" means money or thing of value offered to a City officer or City employee for a speech, appearance, article or similar item or activity in connection with the City officer's or City employee's official role.
- R. "Household member" means any person having a close relationship with and residing in the same household of the City officer or employee, and having agreed to be jointly responsible for basic living expenses.
- S. "Person" means any individual, partnership, association, firm, institution or corporation, business or other entity, however constituted, organized or designated.
- T. "Personal interest" means direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of legislation or a contract or transaction which is or may be the subject of an official act or action by or with the City except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this chapter, an City officer or employee is deemed to have a personal interest in the affairs of:
1. any person who is a City officer or employee's family member or household member, as defined in this chapter;
 2. any business entity in which the City officer or employee is an officer, director or employee;

3. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee;
 4. any person or business entity with whom a contractual relationship exists with the City officer or employee; provided, that a contractual obligation of less than five hundred dollars, or a commercially reasonable loan made in the ordinary course of business or a contract for a commercial retail sale shall not be deemed to create an interest in violation of this chapter.
- U. “Regulatory agency” means any City board, commission, department or officer, except those in the legislative or judicial branches, authorized by law to conduct adjudicative proceedings, issue permits or licenses, or to control or affect interests of identified persons.
- V. “Represented employee” shall mean a City employee represented by a recognized labor union.
- W. “Responsibility” in connection with a transaction involving the City, means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or through subordinates, effectively to approve, disapprove or otherwise direct City action in respect of such transaction.
- X. “Staff Director” means the employee appointed by the City Attorney to, in addition to other responsibilities, assist the Ethics Commission in its duties.

1.04A.030 Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

- A. General Prohibition Against Conflicts of Interest.
In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the City officer or employee’s proper discharge of his or her official duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.
1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict.

2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a "remote interest" means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City's selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm, unless such interest is a remote interest and

where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee's salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor
2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.
3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. Such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial relationships that are so far removed in time or rare in frequency as to be insignificant.
4. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information
No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.
2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information,

including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards or Gratuity

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This section shall not apply to gifts made to the city. All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in SMC 1.04A.020.

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.

4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
 5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17.13.
- L. False and Frivolous complaints prohibited.
No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics.
- M. Aiding others prohibited.
No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.
- N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.
No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.
- O. Prohibited Conduct After Leaving City Service.
1. Disclosure of Privileged, Confidential or Proprietary Information Prohibited.
No former City officer or employee shall disclose or use any privileged, confidential or proprietary information gained because of his or her City employment.
 2. Participation in City Matters Prohibited.
No former City officer or employee shall, within a period of one year after leaving City office or employment:
 - a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;

- b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
 - c. participate as or with a bidder, vendor or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.
- 3. **Duty to Inform.**
Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.
- 4. **Exceptions.**
 - a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.
 - b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.
- 5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

1.04A.040 Penalties for Noncompliance

- A. If the alleged violating party stipulates to the decision of the Ethics Commission, the decision that violation has occurred and acceptance of the consequences specified in the decision becomes final without hearing. However, if stipulation is not acceptable to the party against whom the complaint is filed, the matter will proceed to hearing by the Ethics Commission.
- B. A stipulation or hearing determination by the Ethics Commission that a violation has occurred shall subject the party found in violation to any of the following penalties, which may be imposed by the Ethics Commission:

1. A cease and desist order as to violations of this Code of Ethics.
2. A recommendation to the city council that an appointed committee or commission member be removed from the board or commission.
3. An order to pay to the City damages sustained by the City that are caused by the conduct constituting the violation.
4. In the case of a violator who receives wages from the City, a civil penalty of up to five thousand dollars per violation or three times the economic value of anything received or sought in violation of this chapter or rules adopted under it, whichever is greater, may be imposed. Alternatively, the violator who is a member of a board or commission may be suspended for a number of days to be decided by the Ethics Commission, in lieu of fine but not in lieu of damages.
5. An employee of the city who commits a violation of this chapter may be subjected to disciplinary action, up to and including termination from employment; provided that such disciplinary action is consistent with Career Service Guidelines and any applicable collective bargaining agreement.
6. Costs, including reasonable investigative costs, shall be included as part of the limit under subsection (B)(4) of this section. Costs may not exceed the penalty imposed. The payment owed on the penalty shall be reduced by the amount of the costs paid.
7. As appropriate, the Ethics Commission may refer the disposition of a complaint to the City or County prosecuting attorney's office for appropriate action.
8. Damages under this section may be enforced in the same manner as a judgment in a civil court.

1.04A.050 Recall of Elected Official for Violation of Code of Ethics

- A. Pursuant to City Charter Section 8.5, the city council may consider a resolution to place an elected official's name on a recall ballot based upon the Ethics Commission's recommendation to the city council that the elected official be subject to a recall election. The Ethics Commission must determine that:
 1. an elected official of the City has knowingly committed a violation of the Code of Ethics,
 2. the violation constitutes moral turpitude rendering the elected official unfit to remain in office, and

3. there are no mitigating circumstances.
- B. In considering whether to place an elected official's name on a recall ballot, the city council shall have a resolution submitted to the city clerk's office setting forth the Ethics Commission's determination and recommendation regarding the violation of the Code of Ethics and calling for a public hearing on the matter. The city council shall schedule a hearing at least thirty days from the date the resolution is submitted to the city clerk's office. A copy of the resolution and hearing date shall be personally served upon the elected official. At the time the city council is scheduled to consider the resolution, the chairperson of the Ethics Commission or the Ethics Commission's designee shall appear before the city council to present the Ethics Commission's determination and recommendation. The Ethics Commission shall deliver to the city council all records maintained by the Commission created pursuant to its review and determination of the matter. The elected official who is the subject of the Ethics Commission's shall be given an opportunity to respond to the Ethics Commission's determination and recommendation and to present argument against passage of the resolution by the city council to place the elected officials name on a recall ballot. Both the Ethics Commission's representative and the elected official shall be permitted to respond to questions from the city council.
 - C. The city council, by a vote of a majority of the city council, may pass the resolution to place the elected official's name on a recall election ballot for action by the voters of the City on the next available general or special election established by state law. The city clerk's office shall forward the required resolution to the Spokane County auditor's office pursuant to state law requesting the ballot proposition be placed on the next available general or special election. The city attorney's office shall be responsible for preparing a ballot synopsis for the recall election and any necessary resolutions or other legal documents.
 - D. If approved by a majority of the electors voting in the election, the elected official shall be removed from office effective the date the recall election results are certified by the Spokane County auditor.

1.04A.060 Where to Seek Initial Review

- A. Any person who has been assessed a monetary fine and/or cost bill, or has been disciplined or removed from office, for a violation of this chapter may seek initial review at the Spokane city council by delivering a written notice of appeal to the office of the city council within twenty days of receiving a decision of the Ethics Commission regarding a written notice of the assessed fine and/or cost bill.
- B. The notice of appeal shall be in writing and shall include the mailing address and, if different, the street address where papers may be served on the appellant. The notice of appeal shall contain, in separate numbered paragraphs, statements of

the specific findings of fact, conclusions of law, or aspects of the fine and/or cost bill on which the appellant seeks review, the basis for the appeal, and a brief statement of the relief requested. The appellant shall attach a copy of the committee's written decision being appealed.

- C. The city council will forward a copy of the written notice of appeal to the Ethics Commission and the person making the original complaint within ten days of receiving the notice of appeal from the appellant.
- D. The Ethics Commission shall provide the city council with a copy of the recorded proceedings and all documents offered into evidence at the Ethics Commission hearing within twenty days of receiving a copy of the written notice of appeal from the council.
- E. The city council may determine its own procedures for hearing each appeal by majority vote, as long as it does not conflict with the procedures in this chapter.
- F. In considering the amount of any monetary penalty and/or cost bill, the city council may allow additional testimony. The council may also modify the amount of any monetary penalty and or cost bill.
- G. Any decision to reverse the Ethics Commission's decision finding a violation must be based solely on the administrative record below and after determining that the Commission's decision was arbitrary, capricious or not supported by substantial evidence in the Commission's record.
- H. The city council may not modify any part of the Commission's decision under an appeal filed to the city council under this section unless there is a majority plus one vote.
- I. The Commission's decision shall be deemed to have been upheld unless the city council reverses or modifies the Commission's decision within seventy-five days after the notice of appeal is filed.

1.04A.070 Where to Seek Judicial Review

A person who receives a penalty for noncompliance from the Ethics Commission or an adverse decision from the city council upon review pursuant to SMC 1.04.070 may appeal the decisions by seeking a writ from the Spokane County superior court pursuant to chapter 7.16 RCW, or other appropriate legal action.

Section

1.04A.080 Ethics Commission

- A. The Ethics Commission shall be comprised of seven members who shall be appointed by the mayor and confirmed by the city council. The initial six

members shall be appointed for a one-, two- and three-year term and may be reappointed for one additional three-year term. The seventh member who shall be appointed by members of the Ethics Commission shall serve an initial three-year term and may be reappointed for a second three-year term. The Ethics Commission appointees shall include representatives from the following segments of the community:

1. A person with a professional or academic background in the legal profession including attorneys, law professors or members of the judiciary.
 2. A person from local business with experience in human resources/personnel.
 3. A person who possesses familiarity with politics and the political process.
- B. All reasonable efforts shall be used to locate individuals who satisfy the requirements in subsection (A). In the event that any one of the requirements in subsection (A) cannot reasonably be satisfied, a substitute may be appointed. The substitute shall have a background in a profession which includes a code of ethics as an element of the profession.
- C. The City Attorney shall appoint a Staff Director to the Ethics Commission. The Staff Director shall provide assistance to the Commission as necessary for the Commission to fulfill its obligations and duties.
- D. Commission members shall serve without compensation.

1.04A.090 Duties and Powers

- A. The Ethics Commission shall, with the assistance of the Staff Director, create a manual of its operating policies, procedures, forms, and rules consistent with this chapter and subject to the approval of the city council. The Ethics Commission shall review its manual at least annually for possible modifications. The manual shall be posted and maintained as part of the City's website. (See 1.04.090 D)
- B. The Ethics Commission may, subpoena witnesses, compel their attendance, administer oaths, take the testimony of a person under oath, and in connection therewith, to require the production for examination of any books or papers relating to any matter under investigation or in question before the Commission;
1. In case of refusal to obey a subpoena issued to a person, the Ethics Commission shall petition the superior court of a county within the jurisdiction of which the investigation, proceeding or hearing under this chapter is carried on or within the jurisdiction of which the person refusing to obey is found or resides or transacts business for an order requiring the person to appear before the Ethics Commission or its member to produce

evidence if so ordered, or to give testimony touching the matter under investigation or in question. Failure to obey such order of the court may be punished by the court as contempt.

- C. All hearings of the Ethics Commission shall be conducted as contested hearings under applicable provisions of the Spokane Municipal Code and the rules and regulations adopted by the Ethics Commission. All hearings shall be open to the public. The record of the hearings, as well as all documents submitted in regards to the complaint and the Ethics Commission's investigation, shall be subject to public disclosure laws, chapter 42.56 RCW - Public Records Act.
- D. A Commission member who has a conflict regarding a specific complaint before the Ethics Commission shall recuse himself or herself from hearing that complaint, but shall remain a member of the Commission for future complaints.
- E. The Ethics Commission may, when circumstances make it necessary to do so, retain outside legal counsel and other experts, as needed, after solicitation of recommendations from the City Attorney (unless the need to retain outside counsel is caused by a conflict involving the City Attorney's Office).
- F. The Ethics Commission may make recommendations to the city council for amendments to this chapter and for such other legislation affecting the subject matter of this chapter as the Ethics Commission may deem necessary or desirable.
- G. The Ethics Commission shall develop educational programs which inform agencies, public officials and city officers and employees about City, state and federal ethics laws, and the importance of ethics to the public's confidence in municipal government.

1.04A.100 Ex Parte Communications

- A. After a complaint has been filed and during the pendency of a complaint before the Ethics Commission, no member of the Commission may communicate directly or indirectly with any party or other person about any issue of fact or law regarding the complaint, except that;
 - 1. The members of the Commission may obtain legal advice from the City Attorney or, in the event of a conflict, with independent legal counsel and may discuss the complaint with their staff.
 - 2. The members of the Commission may discuss the complaint at a lawfully conducted meeting. Commission deliberations concerning complaints are subject to exemption from the Open Public Meetings Act, as permitted by law. If any person attempts to communicate with a Commission member regarding the pending complaint, the Commission member shall report the

substance of the communication to the Commission on the public record at the next regular meeting of the Commission.

3. The Commission shall not take testimony or comments from any person regarding complaint except as presented in an investigative report or in the course of a duly noticed public hearing.

1.04A.110 Complaint Process of the Ethics Commission

- A. A complaint that this Code of Ethics has been violated by a City employee or a City officer shall be filed with the Ethics Commission.
- B. Any person may file an official written complaint or inquiry with the Ethics Commission asking whether a current City officer or employee has failed to comply with this Code of Ethics.
- C. Complaints and inquiries must be in writing on a form approved by the Ethics Commission. The form shall contain a statement that must be signed and which states that, to the best of the person's knowledge, information, and belief formed after reasonable reflection, the information in the complaint or inquiry is true. The complaint must describe the facts that constitute the violation of this Code of Ethics in sufficient detail so that the Commission and the person who is the subject of the complaint or inquiry can reasonably be expected to understand the nature of any offense that is being alleged.
- D. The Commission, upon receipt of the complaint, shall acknowledge receipt of the complaint, forward the complaint simultaneously to the person who is complained against, if known, and the City Attorney, and promptly meet and review the complaint. As soon as practicable after giving due consideration to a complaint the Commission shall either:
 1. Dismiss the complaint based on any of the following grounds:
 - a. It has no jurisdiction;
 - b. The alleged violation, if true, would not constitute a violation of this article;
 - c. The alleged violation is a minor or de minimis violation;
 - d. The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment;
 - e. The matter has become moot because the person who is the subject of the complaint or inquiry is no longer a City officer or employee;

- f. The appointing authority has already taken action as a result of finding a violation and the Commission believes the action was appropriate; or
 - 2. Determine that:
 - a. The complaint alleges facts which, if found to be true, would be sufficient to constitute a violation of the Code of Ethics;
 - b. Further information must be presented for the Commission to determine if a violation of the Code of Ethics has occurred.
- E. If the Commission determines the complaint alleges facts which, if found to be true, would be sufficient to constitute a violation of the Code of Ethics, it may create a stipulation for the City officer or employee subject to the complaint resolving the complaint, the determination of compliance and the penalty, if any to be imposed.
- F. If the complaint is not resolved by stipulation, or earlier in the adjudication process, or additional information is required to establish the factual record necessary for the Commission to determine whether a violation of the Code of Ethics has occurred, the board may convene a hearing at a future date certain. At such a hearing, the Commission may call additional witnesses or consider additional documentary evidence. After final deliberations on additional testimony, statements, or documents presented at the hearing, the Commission shall determine whether or not a violation of the Code of Ethics has occurred.
- G. Any person who is the subject of a complaint may designate a representative if he or she wishes to be represented by someone else, to present evidence, and to cross-examine witnesses. The person who submitted the complaint and the subject of the complaint must be allowed sufficient time to examine and respond to any evidence not presented to them in advance of the hearing.
- H. After the Commission has made its final determination, the Commission shall issue its written findings of fact and conclusions of law, along with its recommended disposition (if applicable). The Commission may, in addition, issue any additional reports, opinions, or recommendations as it deems advisable under the circumstances. All such reports shall be reviewed by the city attorney (or independent legal counsel in the event that a conflict of interest prevents the city attorney from conducting the review) prior to their issuance. The Commission's conclusions shall be based on the preponderance of the evidence standard.
- I. The investigation of complaints shall be completed by the Ethics Commission and written findings and conclusions prepared within sixty days of the date of the complaint. A copy of the written investigation findings and conclusions shall be served on any party against whom a complaint is filed within three days of the

Ethics Commission's final decision. It shall be posted on the City's website for the Ethics Commission no more than twenty-four hours later. Posting on the website will clearly indicate the disposition of the issue in the text of the link and not in the text of the document only.

- J. The City Attorney may require the investigation of complaints and written findings to be completed by the Ethics Commission, in a reasonable amount of time, less than that stated in (I) in circumstances where the matter should be resolved more quickly.
- K. Any individual who is advised of another's violation of this code is responsible to direct the advising party of this code and its procedure for filing complaints.

1.04A.120 Training

- A. The Ethics Commission, with the assistance of the Staff Director, shall prepare, distribute and periodically update an employee handbook on the Code of Ethics, after obtaining the city attorney's review. In addition to the updates the Commission shall disseminate any change in policy that results from a finding of the Commission if it applies to other city employees.
- B. Every appointing authority shall give a copy or electronic version of the handbook and any updates to each employee annually and shall provide annual training to employees regarding the Code of Ethics. Each City employee or official shall read and agree in writing to the City of Spokane Code of Ethics.
- C. Information shall be provided to employees terminating city service regarding the restrictions on former city employees.

1.04A.130 Restrictions on Ethics Commission Members

- A. Restrictions on Holding Office

No member or employee of the Ethics Commission may hold any other City or County office, or be an officer of a political party.

- B. Restrictions on Employment

No member or employee of the Ethics Commission may be a registered lobbyist or campaign consultant, or be employed by or receive gifts or other compensation from a registered lobbyist or campaign consultant. No member of the Ethics Commission may hold employment with the City or County and no employee of the Commission may hold any other employment with the City or County.

- C. Restrictions on Political Activities

No member or employee of the Ethics Commission may participate in any campaign supporting or opposing a candidate for City elective office, a City ballot measure or a City officer running for any elective office. For the purposes of this section, participation in a campaign includes but is not limited to making contributions to or soliciting contributions from any Commission within the Ethics Commission's jurisdiction, publicly endorsing or urging endorsement of a candidate or ballot measure or participating in decisions by organizations to participate in a campaign.

D. Restrictions after Employment

Members and employees of the Ethics Commission are subject to the post - employment restrictions set forth in the City of Spokane Code of Ethics.

1.04A.140 Vacancy and Removal

A. In the event a vacancy occurs, the mayor shall appoint a qualified person to complete the remainder of the term.

1. A member of the Commission may be removed only for misconduct pursuant to this chapter.
2. Any member of the Ethics Commission guilty of official misconduct or convicted of a crime involving moral turpitude or dishonesty shall be removed by the city council upon recommendation by the mayor.

1.04A.150 Limitation Period

A. Any action taken under this chapter must be commenced within three years from the date of the violation. However, if it is shown that the violation was not discovered because of concealment by the person charged, then the action must be commenced within three years from the date the violation was discovered or reasonably should have been discovered:

1. by any person with direct or indirect supervisory responsibilities over the person who allegedly committed the violation; or
2. if no person has direct or indirect supervisory authority over the person who committed the violation, by the appropriate Ethics Commission.

1.04A.160 Applicability

The Code of Ethics shall be applicable to all elected or appointed officers and exempt confidential employees and shall not be applicable to represented employees unless the City and the respective labor union have entered into a

collective bargaining agreement providing that compliance with the Code of Ethics is a condition of employment.

1.04A.170 Advisory Opinions

- A. Upon request of any employee, the mayor or a member of the city council, or any City Officer, the Ethics Commission may also render written advisory opinions concerning the applicability of the Code to hypothetical circumstances and/or situations solely related to the persons making the request.
- B. Upon request of the mayor, or two members of the city council, the board of ethics may also render written advisory opinions concerning the applicability of the code to hypothetical circumstances and/or situations related to a matter of city-wide interest or policy.

1.04A.180 Severability

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter.

Section 2. That Title 1.04 of the Spokane Municipal Code is repealed.

PASSED BY THE CITY COUNCIL ON _____, 2014.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CODE OF ETHICS

HIGHLIGHTED CHANGES

- ❖ Enhanced duties and powers of the Commission.
- ❖ Terms are better defined, such as "gift", "financial interest", "use of City property".
- ❖ Better guidance to those covered by the Code, including mandatory training and handbook for employees.
- ❖ Moral turpitude/dishonesty convictions are conclusive evidence of violation of the Code.
- ❖ Greater enforcement powers for penalties and violations, including post-City employment.
- ❖ Complaint process streamlined.

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

12/01/2014

<u>Date Rec'd</u>	11/19/2014
<u>Clerk's File #</u>	ORD C35193
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CANDACE 509-625-6256	<u>Project #</u>	
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PUBLIC-PRIVATE PARTNERSHIP AGREEMENTS		

Agenda Wording

An ordinance amendment to clarify securitization requirements for public-private partnerships.

Summary (Background)

In 2009, the City Council adopted public-private partnership agreement requirements. This amendment to the ordinance permits increased flexibility to invest City funds in public-private partnerships.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance 12/1/2014
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. ORD C35193

An ordinance relating to letters of credit in public/private partnership agreements; amending SMC section 7.16.030.

The City of Spokane does ordain:

Section 1. That SMC Section 7.16.030 is amended to read as follows:

7.16.030 ~~Letter of Credit~~Security for City-Involved Financing

~~((A. Pursuant to U.S. department of housing and urban development guidelines for loan security for loans extended under HUD Section 108 Loan Program, the City, without exception, will require an "unconditional, irrevocable letter of credit" from all applicants for HUD Section 108 loans, or any other loans permissible under Washington law where federal or state grant funds are leveraged as collateral in loan agreements involving third parties.))~~

~~((B.))~~A. In all ~~((either))~~ circumstances in which private, for-profit, entities seek City assistance through the brokering and/or a guarantee of economic development loans, the City shall require a guaranty, collateral, letter of credit, and/or other loan securitization depending on the scope and nature of the project. ~~((an unconditional irrevocable letter of credit will be required as collateral to protect the City's financial interests in the transaction unless the))~~ The city council, by a majority vote and after a public hearing on the matter, may affirmatively waive((s)) this requirement if there is agreement not to require additional security ~~((the letter of credit requirement in lieu of guaranty, collateral and/or such other loan security that the council deems sufficient to protect the City's interests in the transaction(s). In any instance in which other guaranty or security is accepted in lieu of a letter of credit, the city attorney shall be required to issue a formal finding that the proposed transaction and loan security do not violate Article VIII Section 7 of the Washington Constitution)).~~

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

ORD C35194

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 625-6269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 VOTER REGISTRATION AND ELECTION INFORMATION ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

AN ORDINANCE relating to voter registration and election information; adopting a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code and amending the title to chapter 1.07.

Summary (Background)

This ordinance provides that the City will provide election and voter information in utility bills, host a web page devoted to election resources and provide a point of contact to serve as the City's election resource center.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

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ApprovalsDept Head

MCDANIEL, ADAM

Division DirectorFinance

LESESNE, MICHELE

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

Public Works

Distribution ListAdditional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Information provided to citizens pursuant to this ordinance will include, but is not limited to, voter registration, election dates, online voter pamphlets and guides, ballot drop box location and links to the Spokane County Elections Office, the Washington State Secretary of State and the Public Disclosure Commission.

<u>Fiscal Impact</u>	<u>Budget Account</u>
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Select	\$	#
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Select	\$	#
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Distribution List

ORDINANCE NO. C35194

AN ORDINANCE relating to voter registration and election information; adopting a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code and amending the title to chapter 1.07.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 1.07.020 to chapter 1.07 of the Spokane Municipal Code to read as follows:

1.07.020 Voter Registration & Election Resources

- A. All utility bills shall include information regarding how citizens may register to vote, including applicable links to the Spokane County Elections Office and the Washington State Secretary of State. Inclusion of such information shall not be included if the information would create an additional billing page and related costs.
- B. The City's website shall host a page devoted to election resources. The site shall have information and/or links to information including, but not limited to, voter registration, election dates, online voter pamphlets and guides, the Washington State Public Disclosure Commission, and ballot drop box locations.
- C. The city administration shall designate one department or point of contact to serve as the election resources center in addition to their duties. The election resources center shall act as the central location for any information related to elections including, but not limited to, sample ballots, voter pamphlets and guides, and voter registration forms.

Section 2. That chapter 1.07 is amended to read as follows:

Chapter 1.07 ((~~Local Voters' Pamphlet~~)) Election and Voter Resources

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

ORD C35195

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KAREN 625-6712

Project #Contact E-Mail

ROBERST@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0320 ORDINANCE REGARD EXEMPT POSITIONS

Agenda Wording

AN ORDINANCE relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides that prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with an organizational chart for the respective department identifying where the new exempt position fits in the department organization and the reasoning for exempting the position from Civil Service classification.

Fiscal ImpactBudget Account

Select \$

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Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance

Finance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

Heather Lowe

For the Mayor

SANDERS, THERESA

Gita George-Hatcher

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List

Ordinance No. ORD C35195

AN ORDINANCE relating to the establishment of new exempt positions; adopting a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code.

WHEREAS, pursuant to Section 26 of the City Charter, the City Council is to establish by ordinance the salary and compensation city officials and employees are to receive; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 3.07.330 to chapter 3.07 of the Spokane Municipal Code to read as follows:

3.07.330 Establishment of New Exempt Positions

Prior to the City Council taking legislative action to create or fund new exempt positions, the City's Human Resources department shall provide both the Civil Service Commission and the City Council with an organizational chart for the respective department identifying where the new exempt position fits in the department organization and the reasoning for exempting the position from Civil Service classification. The Human Resources department shall also provide the City Council with the justification or survey demonstrating the requested salary range and the job description questionnaire.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/01/2014

Date Rec'd

11/19/2014

Clerk's File #

ORD C35196

Renews #Submitting Dept

SPOKANE REGIONAL SOLID WASTE

Contact Name/Phone

KEN GIMPEL 625-6532

Contact E-Mail

KGIMPEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4490 AND 4500 ORDINANCE AMENDING SECTIONS OF SMC CHAPTER 13

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance formally changing the names of the two departments, amending sections of SMC Chapter 13.

Summary (Background)

The Spokane Regional Solid Waste System was dissolved on November 17, 2014. The City will be operating the waste to energy facility as a City asset, rather than a Regional asset. This ordinance establishes that the Solid Waste Collection Department is responsible for collecting solid waste and recyclables generated in the City, and the Solid Waste Disposal Department is responsible for all disposal and related functions.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

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ApprovalsDept Head

GIMPEL, KEN

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOtherDistribution List

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Additional Approvals

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Purchasing

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eschoedel@spokancity.org

ORDINANCE NO. C35196

AN ORDINANCE relating to solid waste department, amending SMC sections 03.01A.450, 03.01A.470, 07.08.403, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0134, 13.02.0200, 13.02.0204, 13.02.0246, 13.02.0248, 13.02.0308, and 13.02.0350, of the Spokane Municipal Code.

WHEREAS, the Spokane Regional Solid Waste System will be dissolving, effective November 17, 2014; and

WHEREAS, the City of Spokane will be operating the waste-to-energy facility as a city asset, rather than a regional asset; NOW, Therefore

The City of Spokane does ordain:

Section 03.01A.450 Solid Waste (~~(Management)~~) Collection

The solid waste (~~(management)~~) collection department is responsible for collecting solid waste and recyclables generated in the City of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the City except as assigned to the (~~(Spokane regional solid waste system)~~) solid waste disposal department as allowed by law.

Section 2: That SMC section 03.01A.470 is amended to read as follows:

Section 03.01A.470 (~~(Spokane Regional Solid Waste System)~~) Solid Waste Disposal

- A. The (~~(Spokane regional solid waste system)~~) solid waste disposal department (~~((regional system)))~~ handles solid waste disposal and related functions for solid waste generated in the City of Spokane not assigned to the solid waste (~~(management)~~) collection department. The (~~(regional system)~~) solid waste disposal department also handles solid waste disposal from other participating local government jurisdictions in incorporated and unincorporated areas of Spokane County pursuant to interlocal agreements.
- B. The (~~(regional system)~~) solid waste disposal department develops and administers (~~((recycling and composting programs and))~~) waste-reduction strategies and recycling education and outreach for the City and participating local governments in Spokane County (~~((and provides staff support for the regional system liaison board. That board makes recommendations pursuant to interlocal agreements to the City and County regarding the management of~~

~~regional system)). ((Regional system)) Solid Waste Disposal Department programs include:~~

- ~~1. waste-to-energy facility, including recycling, composting, and moderate risk wastes,~~
- ~~2. ((recycling,~~
- ~~3. composting,~~
- ~~4. transfer stations,~~
- ~~5. moderate risk wastes,~~
- ~~6.))long-haul disposal, ((and))~~
- ~~3. landfills, and~~
- ~~4. administration.~~

Section 3: That SMC section 07.08.403 is amended to read as follows:

Section 07.08.403 Solid Waste Fund

~~((There is established a "solid waste fund" of the City. All receipts for the collection and disposal of garbage and refuse and all receipts for the burning of garbage or dead animals and all moneys received by the solid waste management department and solid waste facilities office shall be deposited with the City treasurer and become a part of the solid waste fund; and the expense of conducting the department and office shall be paid therefrom. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.))~~

- A. There is established the "solid waste fund of the City".
- B. All receipts for the collection and disposal of garbage and refuse, received by the solid waste collection and disposal departments shall be deposited with the city treasurer and become a part of the solid waste fund.
- C. All the expenses and expenditures relating to solid waste collection department and solid waste disposal department shall be paid from the solid waste fund.
- D. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4: That SMC section 13.02.0112 is amended to read as follows:

Section 13.02.0112 Departments ((--Regional System))

"Department" means the solid waste ((management)) collection department as defined in ((SMC 3.01.640)) SMC 03.01A.450 for matters within its municipal departmental responsibility and the ((Spokane regional solid waste system)) solid waste disposal department as defined in ((SMC 3.01.646)) SMC 03.01A.470 for matters within its

municipal departmental responsibilities(~~(, functioning as a City agency)~~). Each director may perform functions and assist the other as the directors may mutually desire.

Section 5: That SMC section 13.02.0114 is amended to read as follows:

Section 13.02.0114 Director

“Director” means the director of the solid waste collection department (~~(of solid waste management)~~) for areas within that municipal department's functions, and the director of the (~~(Spokane regional solid waste system)~~) the solid waste disposal department for areas within that municipal department's functions unless otherwise stated or indicated by context.

Section 6: That SMC section 13.02.0125 is amended to read as follows:

Section 13.02.0125 Solid Waste Permit

“Solid waste permit” is issued by the director of solid waste collection for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition permittee;
- C. Each container must be inspected by the solid waste collection department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.1191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff. Such party shall furnish promptly such records or information as the requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 7: That SMC section 13.02.0134 is amended to read as follows:

Section 13.02.0134 Waste-to-Energy Plant

“Waste-to-energy plant” or “Waste-to-energy facility” (“W-T-E”) is the Spokane (~~regional solid waste disposal system~~) incinerator operated as a solid waste disposal and energy-recovery facility. The waste-to-energy facility is part of the department of solid waste disposal and is overseen by the director of the department of solid waste disposal.

Section 8: That SMC section 13.02.0134 is amended to read as follows:

Section 13.02.0200 Universal Service by the City

The City of Spokane exercises power to establish and operate a solid waste collection and disposal service for the people of the City by the department of solid waste (~~management~~) collection and (~~Spokane regional solid waste system~~) the department of solid waste disposal. The City of Spokane asserts exclusive and universal control over the business of all solid waste collection, disposal and other handling functions within the City. This authority includes collection and handling of recyclable materials, as further described in this chapter. This chapter invokes and exercises the maximum powers authorized by law for municipal control of and engagement in the business of providing solid waste collection and disposal service to the public.

Section 9: That SMC section 13.02.0204 is amended to read as follows:

Section 13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste (~~management department~~) collection and disposal departments within the City.
 - 1. Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste collection department or persons authorized by City contract, City franchise, or City solid waste permit (as defined in SMC 13.02.0125) is prohibited.
 - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
 - 2. The following specialized solid waste handling equipment is prohibited from use in the city without a franchise, solid waste permit or written approval from the solid waste collection department:

- a. Front, rear or side load waste collection vehicle;
 - b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
 - c. Private roll-off waste container;
 - d. Intermodal container used for solid waste disposal;
 - e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and
 - f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.
- B. Private junk removal or hauling services are prohibited to the extent they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in SMC 13.02.0119 may be permitted where:
- 1. A substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
 - 2. All non-recyclable materials are source separated and disposed of at the ~~((regional system))~~ City's Waste to Energy Facility or the Spokane County Regional Solid Waste System;
 - 3. Such disclosure and reporting requirements as prescribed by the director are followed; and
 - 4. No solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
 - 5. Parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste collection and disposal departmental control of collection and disposal of solid waste in the _____ city _____ of _____ Spokane.
- C. Solid Waste Franchises.
- 1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an

exclusive franchise as provided by law for a period of seven years commencing at the effective date of annexation.

- a. The director of solid waste (~~((management))~~) collection is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.
 - b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
 - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
2. Any party collecting solid waste in the city of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
 - a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
 - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste collection guided by standards applicable to WUTC certificated haulers.
 - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste collection shall be presumed adequate and sufficient. Service not to such level shall be presumed insufficient, but all service is subject to review and approval by the director of solid waste collection who shall consider WUTC policies and practices.
 - d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.

- i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
- ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk manager, considering the nature and scope of service activities and level of risk to the public therefrom.

D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
 - a. The report is due at or before the time of placement of any containers for recyclables collection.
 - b. All recycling containers placed must be clearly labeled "recyclables only" in large twelve-inch block letters of contrasting colors on all exterior sides.
 - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
 - d. Additionally recycling haulers must file a written annual report with the director of solid waste no later than February 1st for the prior year's recycling activities.
 - e. A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.

- a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane ((Regional)) County Solid Waste Management Plan.
- b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.
- c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

- 1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
- 2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
- 3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane county ((or the Spokane regional solid waste system)).
- 4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.
- 5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff.
- 6. The solid waste ((management)) collection department will provide hauling services for construction, demolition and landclearing wastes upon request.
 - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.

- b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
 - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane ~~((regional solid waste system))~~ waste-to-energy facility or other appropriate transfer station, at generator's expense.
- F. All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.
- G. In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.
 - 1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
 - 2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
 - 3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.
- H. Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.
- I. The director of solid waste ~~((management))~~ collection is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section.

Section 10: That SMC section 13.02.0246 is amended to read as follows:

Section 13.02.0246 Solid Waste Collection Franchisees – Minimum Service Levels – Reasonable Rates

- A. Some annexed portions of the City are served by private companies pursuant to a franchise granted by the City in accord with RCW 35.13.280. This chapter, as an exercise of the police power to protect the public health, and safety, shall supersede any inconsistent or contradictory franchise provisions.
- B. Holders of municipal solid waste collection franchises shall provide weekly solid waste collection service to all occupied premises within a franchised area at the same general levels and conditions of services as the City solid waste ((~~management~~)) collection department provides. This shall include providing a residential curbside recycling collection program at least equivalent to the services provided by the City.
- C. Rates charged by municipal solid waste collection franchisees shall be fair and reasonable. Where a franchisee's rates within the City are higher than the department rates, the director of solid waste ((~~management~~)) collection may order a franchisee to submit due and proper showing to the director to establish its rates within the City are fair and reasonable, notwithstanding any franchise term or provision to the contrary.
- D. The director of ((~~the regional system~~)) solid waste disposal may require holders of municipal solid waste collection franchises to deliver solid waste to a disposal facility or facilities so designated by that director.
- E. Complaints, including rate disputes, relating to a franchisee are reviewed by the director of solid waste ((~~management~~)) collection. The director's decision, except relating to suspension or revocation of a franchise, is subject to review by the City hearing examiner by filing written notice of appeal thereto within ten days of the date of issuance.
 - 1. Upon timely appeal, the hearing examiner conducts a hearing thereon within forty-five days of the filing of the appeal.
 - 2. The examiner's decision is the final City action, and may be appealed on the record to the superior court of Spokane County by filing a notice of appeal thereon, copy served upon the director and hearing examiner, within thirty days of issuance.
- F. Where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or order of the director, violations are a class 1 civil infraction, with each day of a continuing violation a new and additional violation.
- G. In addition and not by way of limitation to the imposition of penalties and any other remedies available in contract or at law where a franchisee has failed to fulfill the terms of a franchise or comply with any other applicable ordinance or

order of the director, the director may recommend that franchise privileges be suspended or revoked.

1. Said recommendation shall be forwarded to the City hearing examiner, who shall conduct a hearing thereon within forty-five days of the director's recommendation.
2. The examiner's decision may be appealed within thirty days of issuance to the city council.
3. The council shall consider the appeal within thirty days of filing. No new evidence shall be considered, and the council shall either approve or reverse the hearing examiner's decision based upon the record submitted by the hearing examiner.
4. The council's decision is final.

H. Immediately, but in no case longer than three business days after a franchise has been suspended, revoked, expires, or is abandoned by a franchisee, the franchisee shall transmit to the director of solid waste (~~((management))~~) collection an accurate and up-to-date written list of all routes, addresses of premises served, and type of service within the franchised area affected, and any other information the director may require.

1. Violations of this subsection are a class 1 civil infraction, with each day of a continuing violation a new and separate infraction.

Section 11: That SMC section 13.02.0248 is amended to read as follows:

Section 13.02.0248 Service Outside City Limits

- A. The City solid waste collection department does not provide collection service outside City limits except as may be authorized by applicable law or contract, including appropriate arrangements with a private solid waste collection company. The solid waste disposal department does operate (~~((a-regional))~~) disposal service for solid waste from inside and outside the City of Spokane.
- B. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, any other portions of this chapter or chapter 13.01 SMC may be applied by the director of solid waste (~~((management))~~) collection or disposal where deemed needed as terms and conditions of service to outside the City customers

Section 12: That SMC section 13.02.0308 is amended to read as follows:

Section 13.02.0308 Director Sets Routes

- A. Collection routes, dates and times, and type of service (semi-automated or automated) are set by the director, in the director's discretion, based upon needs of the premises, area, reasonable business management practice and system operational needs.
- B. Further information on the date or location of collection service is available from the department. Customers are encouraged to contact the department of solid waste ((management at (509) 625-7878)) collection with any questions relating to departmental operations.

Section 13: That SMC section 13.02.0350 is amended to read as follows:

Section 13.02.0350 Premises Site Plan Approval for Solid Waste Collection Area Required

- A. Customers are responsible to obtain the advance plan approval of the director of solid waste ((management)) collection of all proposed waste storage areas, collection points and customer equipment to be used.
- B. This requirement shall apply whenever new construction or remodeling occurs or whenever customer's waste disposal needs change.
- C. Customers involved in the City building permit or plan review process remain responsible to obtain the director of solid waste ((management's)) collection's affirmative approval in addition to other municipal approval requirements. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.
- D. Note that for customer convenience, other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date