

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      Open Forum**

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

**Rule 5.4      Public Testimony Regarding Legislative Agenda Items – Time Limits**

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 16, 2015

### **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 THURSDAYS 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 entrance 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](http://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](mailto: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. | Low bid meeting specifications of National Barricade (Spokane, WA) for an annual supply of Breakaway Sign Post Supports to be purchased on an as-needed basis—\$95,000 (incl. tax). <b>Mark Serbousek</b>   | Approve | OPR 2015-0210<br>BID 4102-15 |
| 2. | Amendment No. 9 to Contract with Community Minded Enterprises to provide funding for expenses associated with community television produced through CMTV14—\$88,000. <b>John Delay</b>  | Approve | OPR 2006-0976                |
| 3. | Revenue agreement with Emerald Services Inc., (Spokane, WA) for the Transportation and Recycling of Used Oil and Antifreeze from the household hazardous waste turn in area from March 1, 2015, through February 28, 2018—\$25,000 annual revenue. <b>Chuck Conklin</b> | Approve | OPR 2015-0211<br>RFP 4055-14 |
| 4. | 2015 Historic Preservation Interlocal Agreement between the City and County of Spokane—\$30,000 revenue. <b>Megan Duvall</b>  | Approve | OPR 2015-0212                |

- |     |   |                                   |                              |
|-----|---|-----------------------------------|------------------------------|
| 5.  | Software maintenance agreement between the City and Xpediter Technologies, LLC (Carlsbad, CA) to provide support and maintenance services for products licensed by the City from January 1, 2015, through December 31, 2016—annual fee \$56,687.81.<br><b>Richard Cain</b>                                  | Approve                           | OPR 2015-0213                |
| 6.  | Extension of Consulting Services Agreement with Hyas Group, LLC (Portland, OR) for the City of Spokane's 457 Deferred Compensation Plan through December 31, 2015—not to exceed \$53,000.<br><b>Tim Dunivant</b>  | Approve                           | OPR 2011-0938                |
| 7.  | Contract with Washington State Department of Corrections to provide a community restitution work crew utilizing Municipal Court Offenders from January 1, 2015, through December 31, 2018, with option to extend for two additional one-year terms—not to exceed \$55,000 per year.<br><b>Donna McBride</b> | Approve                           | OPR 2015-0214                |
| 8.  | One-year contract amendment/extension with Zonar Systems, Inc. (Seattle, WA) for data acquisition service for GPS monitoring systems installed in solid waste collection vehicles through January 31, 2016—\$47,327.68 (incl. tax). <b>Scott Windsor</b>  | Approve                           | OPR 2011-0095<br>BID 3733-10 |
| 9.  | Authorizations to increase the administrative reserve on the Contracts with:  | Approve<br>All                    |                              |
| a.  | Halme Construction, Inc. (Spokane, WA) for Lincoln Heights Booster Station—increase of \$6,000 (plus tax) for a total administrative reserve of \$189,009.41 or 10.3% of the contract price.  |                                   | PRO 2013-0005<br>ENG 2010070 |
| b.  | MDM Construction Inc. (Rathdrum, ID) for Centennial Trail Gap from Bridge Avenue to Boone Avenue along the west side of Summit Boulevard—increase of \$47,160 for a total administrative reserve of \$93,314.22 or 20% of the contract price.<br><b>Ken Brown</b>   |                                   | PRO 2013-0034<br>ENG 2010092 |
| 10. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2015, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.                     | Approve &<br>Authorize<br>Payment | CPR 2015-0002                |
| 11. | City Council Meeting Minutes: _____, 2015.  | Approve<br>All                    | CPR 2015-0013                |

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **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.

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### **APPOINTMENTS**

### **RECOMMENDATION**

Ethics Committee: One Appointment (Deferred from  
March 2, 2015, Agenda)

Confirm

CPR 2006-0042

## **CITY ADMINISTRATION REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## 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.

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## LEGISLATIVE AGENDA

### EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C35233**      **IT Fund**  
**FROM:** Unappropriated Reserves, \$51,924;  
**TO:**      Various Accounts, same amount.
- (This action creates a Mail Courier position in the IT Department effective April 1, 2015.) (Deferred from March 9, 2015, Agenda)  
**Michael Sloon**
- ORD C35241**      **General Fund**  
**From:** Operating Transfer to Arterial Street, \$200,300;  
**To:**      Various Accounts, same amount.
- [This will add an additional Public Works Journey Level Inspector (from 3 to 6 positions) to each capital project construction management team and also add an Engineer In Training (from 0 to 1 position) to support the materials engineer tasked with reviewing all project documentation.] **Kyle Twohig**
- ORD C35242**      **Asset Management Fund**  
**FROM:** Reserve for Budget Adjustment, \$5,570;  
**TO:**      Various Accounts, same amount.
- (This implements quarterly pay grade adjustments in accordance with approved union agreements and City policy, and as approved by management, effective March 29, 2015.)  
**Tim Dunivant**

## **EMERGENCY ORDINANCE**

Requires Five Affirmative, Recorded Roll Call Votes

- ORD C35240      Relating to vehicle impoundment for patronizing a prostitute; amending SMC section 10.06.037 of the Spokane Municipal Code and declaring an emergency.  
**Jon Snyder**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2015-0022      Regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.  
**Jon Snyder**
- RES 2015-0023      Adopting the Spokane County 2015 Comprehensive Solid Waste Management Plan. **Ken Gimpel**
- RES 2015-0024      Reducing the speed limit on Inland Empire Way from a combination of 30 miles per hour and 35 miles per hour to 25 miles per hour from 23rd Avenue south to the Cul-de-Sac which terminates Inland Empire Way.  
**Bob Turner**
- RES 2015-0025      Approving the appointment of Eric Finch as the Chief Information and Technology Officer for the City of Spokane. (effective March 23, 2015)  
**Heather Lowe**
- ORD C35239      Relating to the Community Housing and Human Services Board and amending SMC section 4.34.030. **Council President Stuckart and Council Member Stratton**

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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**Motion to Approve Advance Agenda for March 16, 2015**  
(per Council Rule 2.1.2)

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## **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 March 16, 2015, Regular Legislative Session of the City Council is adjourned to March 23, 2015.

**NOTE:** The March 23, 2015, 3:30 p.m. Briefing will be held in City Council Chambers. The March 23, 2015, 6:00 p.m. Legislative Session will be a Town Hall Session held at the East Central Community Center, 500 S. Stone.

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## **NOTES**

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

03/16/2015

<u>Date Rec'd</u>	3/3/2015
<u>Clerk's File #</u>	OPR 2015-0210
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4102-15
<u>Requisition #</u>	VALUE BLANKET ORDER

<u>Submitting Dept</u>	STREET
<u>Contact Name/Phone</u>	MARK SERBOUSEK 232-8810
<u>Contact E-Mail</u>	MSERBOUSEK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1100- STREET VALUE BLANKET ORDER FOR BREAKAWAY SIGN POST SUPPORTS

**Agenda Wording**

Low bid meeting specifications of NATIONAL BARRICADE (Spokane, WA) for an annual supply of Breakaway Sign Post Supports to be purchased on an "as needed" basis - \$95,000.00 including tax

**Summary (Background)**

On 2/2/15 sealed bids were opened to provide the City of Spokane Street Department - Signs & Markers with an annual supply of breakaway sign post supports. Two (2) responses were received with National Barricade being the lowest responsive bidder.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 95,000.00	#	1100-21400-42640-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	SERBOUSEK, MARK	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PCED - 2/23/15
<b><u>Finance</u></b>	LESESNE, MICHELE	<u>Distribution List</u>	
<b><u>Legal</u></b>	WHALEY, HUNT	tprince	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	meveland	
<u>Additional Approvals</u>		taxes & licenses	
<b><u>Purchasing</u></b>	PRINCE, THEA		

## PCED Agenda Item

### Consent/Informational Item

Bid 4102-15

Contract

Project Update

Title: 1-year Value Blanket Order for breakaway sign post supports, from NATIONAL BARRICADE using City of Spokane Bid #4102-15, not to exceed \$75,000.00

Date: February 23, 2015

Prepared By: Marcus Eveland

Narrative: The Street Department worked with the Purchasing Department in producing a Request For Bid (#4102-15); which was awarded to **NATIONAL BARRICADE**.

The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out, damaged or removed. Signs and Markers performs over 10000 maintenance functions each year. The production, installation and maintenance of the 88,369 traffic signs is part of Street Department's Signs and Markers annual tasks.

This has been programmed in to the Street Department's 2015 budget and the budget code is 1100-21400-42640-54850.

Further Updates/Information: Mark Serbousek

BID #4102-15 BREAK-OUT DISTRIBUTORS			NATIONAL BARRICADE & SIGN 6602 E MAIN SPOKANE WA 99212		SKIDRIL INDUSTRIES INC. 235 LABRADOR DR RANDLEMAN NC 27317	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	500	SKIDRIL BOS200-12A COMPLETE BREAKOUT SETS (PKG 16/SPK)	\$ 35.80	\$ 17,900.00	\$ 39.57	\$ 19,785.00
2 3 4 5 6 7 8	700	SKIDRIL HDAA (PKG 6/PK)	\$ 16.50	\$ 11,550.00	\$ 15.82	\$ 11,074.00
	400	SKIDRIL BOS200-12A "TOP ONLY" SETS	\$ 31.00	\$ 12,400.00	\$ 26.92	\$ 10,768.00
	1000	SKIDRIL WT0500 INT/EXT WASHERS	\$ 0.82	\$ 820.00	\$ 1.12	\$ 1,120.00
	800	SKIDRIL SEAL WASHERS	\$ 0.55	\$ 440.00	\$ 0.53	\$ 424.00
	100	WEDGE BOLT 1/2" x 2.25" (Red)	\$ 2.25	\$ 225.00	\$ 2.79	\$ 279.00
	32	SM1-200 SURFACE MOUNT 2"	\$ 82.50	\$ 2,640.00	\$ 70.22	\$ 2,247.04
	48	BOS200-12C BREAKOUT SQ 2"	\$ 21.00	\$ 1,008.00	\$ 26.92	\$ 1,292.16
SUB TOTAL				\$ 46,983.00		\$ 46,989.20
SALES TAX - 8.7%				\$ 4,087.52	USE TAX	\$ 4,088.06
GRAND TOTAL				\$ 51,070.52		\$ 51,077.26
DELIVERY			APPROX 8-10 WEEKS FRO - PARTIALS AVAILABLE ON SOME ITEMS		ESTIMATED 60 DAYS FRO	

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

03/16/2015

<u>Date Rec'd</u>	3/3/2015
<u>Clerk's File #</u>	OPR 2006-0976
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 15276

<u>Submitting Dept</u>	PUBLIC AFFAIRS/COMMUNICATIONS
<u>Contact Name/Phone</u>	JOHN DELAY 6355
<u>Contact E-Mail</u>	JDELAY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	COMMUNITY MINDED ENTERPRISES

**Agenda Wording**

Contract with Community Minded Enterprises to provide funding for expenses associated with community television produced through CMTV14.

**Summary (Background)**

The City of Spokane Contracts with Community Minded Enterprises as part of the Comcast Cable Franchise to provide public programming as part of the City's Cable Franchise.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$88,000	#	1940-37330-28800-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CODDINGTON, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance Committee 3-2
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	jdelay@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bcoddington@spokanecity.org	
<u>Additional Approvals</u>		nnewcomb@spokanecity.org	
<u>Purchasing</u>		mlesesne@spokanecity.org	
		jsalstrom@spokanecity.org	

CME CABLE CHANNEL AMENDMENT NO. 9

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMMUNITY-MINDED ENTERPRISES, whose address is 25 West Main Avenue, Suite 310, Spokane, Washington 99201, as "CME."

WHEREAS, the City has previously entered into an Agreement dated February 6, 2007, with Community Minded Enterprises (CME), a not for profit corporation organized under the laws of the State of Washington, wherein the City provided certain capital grant funds from "PEG" fees from the City's cable franchise (C-33571), together with limited operational support; and

WHEREAS, CME agreed to provide community programming on the cable channel designated for that purpose; and

WHEREAS, City staff has proposed and CME has accepted capital grant fund reimbursement for 2015 needs from Comcast PEG monies with the grant not involving funds other than PEG fees dedicated to such purposes under the Comcast franchise; and

WHEREAS, CME has agreed to continue to provide community access cable programming and the continued operation of CME as Community Channel Manager is in the public interest; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Agreement dated February 6, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. AMENDMENT. Section 3 of the Agreement is amended to include the following:

2015 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C-33571) for PEG Fee source expenditures, the City agrees to pay CME from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to EIGHTY EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00) for capital expenditures for the calendar year

2014. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

- A. CME agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate operational funding and other resources necessary to accomplish this function; and
- B. CME understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. CME shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event CME cannot do so to City's satisfaction, CME is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). CME further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to CME for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

COMMUNITY-MINDED  
ENTERPRISES

Email Address:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

14-543



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

03/16/2015

<u>Date Rec'd</u>	3/3/2015
<u>Clerk's File #</u>	OPR 2015-0211
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFP#4055-14
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4490 REVENUE AGREEMENT WITH EMERALD SERVICES, INC.		

Agenda Wording

Revenue agreement with Emerald Services, Inc., (Spokane) for the Transportation and Recycling of Used Oil and Antifreeze from the household hazardous waste turn in area, March 1, 2015, through February 28, 2018, for an annual revenue of \$25,000.00.

Summary (Background)

Used oil and antifreeze are accepted from citizens at the household hazardous waste turn in area at the waste to energy facility. These items are not acceptable for disposal at the facility and must be handled separately. They can be recycled to avoid disposing in a landfill or incinerator, and to comply with the State's waste disposal hierarchy of recycling before disposal. The transportation and recycling of the antifreeze is revenue neutral, with no cost to the City.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 25,000.00	#	4490-44500-37148-36911
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIERS, BRANDON	<u>Study Session</u>	PWC 2/23/15
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lbutz@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
February 23, 2015

---

Subject

Contract with Emerald Services of Spokane, for transportation and disposal or recycling of Used Oil and Antifreeze from the Waste to Energy Facility.

Background

Used oil and antifreeze is accepted from citizens at the household hazardous waste turn in area at the waste to energy facility. Used oil and antifreeze can be recycled to avoid disposing in a landfill or incinerator, and to comply with the State's waste disposal hierarchy of recycling before disposal.

RFP#4055-14 was issued and sent to seven vendors from throughout the country, as well as being advertised. Four (4) proposals were received for oil and antifreeze transportation and recycling: Clean Harbors, Inc, of Norwell, MA; Oil Re-refining Company, Inc., of Portland, OR; PSC Environmental Services of Houston, TX; and Emerald Services, Inc., of Spokane. Veolia ES Technical Solutions, LLC, of Kent, WA submitted a proposal for the transportation and disposal of antifreeze.

After review of all proposals it was determined that Emerald Services, Inc., of Spokane, was the highest cost proposal.

The term of the contract is March 1, 2015 through February 28, 2018 with the option of two (2) additional one-year periods with the total contract period not to exceed five (5) years.

This is a revenue contract, with the cost determined by monthly indexes based on markets. The transportation and recycling of the antifreeze will be revenue neutral with no cost to the City, and the estimated revenue from the sale of the used oil will be \$25,000 per year.

Impact

Used oil and antifreeze are not acceptable for disposal at the waste to energy facility and must be handled separately. This contract will allow for the safe transportation and recycling of these materials with no cost to the City.

Action

Recommend approval.

Funding

This is a revenue contract.

## REVENUE AGREEMENT

THIS REVENUE AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and EMERALD SERVICES, INC., whose address is 6308 East Sharp Avenue, Spokane, Washington 99212, as "Company".

The parties agree as follows:

1. DESCRIPTION OF WORK. The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of the work described in the City's RFP #4055-14 entitled **Transportation and Disposal of Household Hazardous Waste (HHW), Dangerous Wastes and Used Motor Oil and Antifreeze**, and in accordance with the attached Company's submittal dated October 27, 2014.

The Company shall provide the TRANSPORTATION AND RECYCLING OF USED OIL AND ANTIFREEZE FROM THE WASTE TO ENERGY HOUSEHOLD HAZARDOUS WASTE (HHW) TURN AREA, in accordance with their submittal.

2. AGREEMENT TERM. The Agreement shall begin on March 1, 2015 and end on February 28, 2018 unless terminated earlier. After completion of the first year term of this Agreement, the City has the option of two (2) additional one-year extensions

3. COMPENSATION. The Company shall pay the City an estimated annual amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), as full compensation for the services provided under this Agreement.

4. PAYMENT. The Company shall submit payment to the City's Waste to Energy Facility, 2900 South Geiger Boulevard, Spokane, Washington 99224. If the City objects to all or any portion of the amount received, it shall notify the Company and reserves the right to only receive payment on that portion not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. AGREEMENT DOCUMENTS. The Agreement documents are this Agreement, the City's RFP #4055-14, the Company's completed proposal form, Agreement provisions, Agreement plans, standard specifications, standard plans, addenda, various certifications and affidavits, and supplemental agreements. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These Agreement documents are on file at the Waste to Energy Facility, and are incorporated into this Agreement by reference, as if they were set forth at length.

6. TERMINATION. This Agreement may be terminated in accordance with the Agreement documents.

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

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Agreement.

9. INDEMNIFICATION.

A. The Company is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Agreement or because of any act or omission of the Company except as expressly provided.

B. The Company agrees to defend, indemnify and hold the City and Engineers harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by the Company, its agents or employees to the fullest extent permitted by law. The Company's duty to indemnify the City and Engineers shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. The Company's duty to indemnify the City and Engineers for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Company or its agents or employees, shall apply only to the extent of negligence of the Company or its agents or employees. Company's duty to defend, indemnify and hold the City and Engineers harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

C. **The Company waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

10. INSURANCE. The Company represents that it and its employees, agents and subcontractors, in connection with the Agreement, are protected against the risk of loss by the insurance coverages required in the Agreement documents, especially noted in the City's RFP #4055-14. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

14. AUDIT / RECORDS. The Company and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved

as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

EMERALD SERVICES, INC.

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

15-449

Attachments that are part of this Agreement:

Company's submittal in response to the City's RFP #4055-14 dated October 27, 2014.

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

03/16/2015

<u>Date Rec'd</u>	3/4/2015
<u>Clerk's File #</u>	OPR 2015-0212
<u>Renews #</u>	OPR 2014-0542

<u>Submitting Dept</u>	HISTORIC PRESERVATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MEGAN 625-6543	<u>Project #</u>	
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	REVENUE
<u>Agenda Item Name</u>	0470 - 2015 HISTORIC PRESERVATION INTERLOCAL AGREEMENT		

Agenda Wording

2015 Historic Preservation Interlocal Agreement between the City of Spokane and County of Spokane.

Summary (Background)

This Interlocal Grant Agreement is for the purpose of continuing the relationship between the City and the County in order to provide for historic preservation.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue	\$ 30,000.00	# 0470 53610 99999 33819
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	cbrazington@spokanecity.org
Additional Approvals		mhughes@spokanecity.org
<u>Purchasing</u>		amcgee@spokanecity.org
		mduvall@spokanecity.org
		jahensley@spokanecity.org

## **2015 HISTORIC PRESERVATION INTERLOCAL AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as “CITY”, and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” jointly hereinafter referred to as the “PARTIES.”

### **W I T N E S S E T H:**

**WHEREAS**, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

**WHEREAS**, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

**WHEREAS**, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation.

**NOW THEREFORE** the PARTIES agree as follows:

### **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is set forth the PARTIES’ understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

### **SECTION NO. 2: SCOPE OF SERVICES**

Historic preservation services are outline in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference. They include:

- Identifying and monitoring historic resources
- Providing community services
- Maintaining “certified status”

Additionally, Attachment “A” sets forth “goals” associated with each identified service.

### **SECTION NO. 3: DURATION**



This Agreement shall be effective January 1, 2015 and running through December 31, 2015, unless terminated earlier by the PARTIES.

#### **SECTION NO. 4: COMPENSATION/FINANCING**

The COUNTY'S funding toward the City Department of Historic Preservation and Landmarks Commission in 2015 is THIRTY THOUSAND DOLLARS (\$30,000.00).

#### **SECTION NO. 5: PAYMENT**

The COUNTY shall pay the CITY the above THIRTY THOUSAND DOLLARS (\$30,000) in two equal installments of FIFTEEN THOUSAND DOLLARS (\$15,000) each. The first installment shall be due on or after July 1, 2015. The second installment shall be due on or after December 1, 2015. The CITY shall bill the COUNTY for its second installment no later than January 15, 2016.

The CITY shall make a request for payment to the County's representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the County based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.

In conjunction with each payment request, the CITY shall complete and forward to the COUNTY Grants Administrator at the below address a completed OUTSIDE AGENCY GRANT PROGRAM 2015 REPORT FORM, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference. In the Report Form CITY shall report on progress toward their Outcome Measures set forth above.

#### **SECTION NO. 6: ADMINISTRATION**

- A. The City of Spokane Business and Developer Service Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.
- B. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Business and Developer Services Director.

#### **SECTION NO. 7: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing:

COUNTY: Ms. Kari Grytdal  
County Grants Administrator  
1116 West Broadway  
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative  
City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

#### **SECTION NO. 8: LIABILITY**

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

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

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

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

Each Party's duty to indemnify shall survive the termination or expiration of the agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

#### **SECTION NO. 9: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

#### **SECTION NO. 10: AMENDMENTS**

This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

#### **SECTION NO. 11: COMPLIANCE WITH LAWS**

The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

#### **SECTION NO. 12: ASSIGNMENTS**

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

#### **SECTION NO. 13: SEVERABILITY**

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

#### **SECTION NO. 14: COUNTERPARTS**

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

#### **SECTION NO. 15: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 16: TERMINATION**

Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

#### **SECTION NO. 17: HEADINGS**

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

#### **SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

#### **SECTION NO. 19: AUDIT/RECORDS**

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 20: COUNTY REPRESENTATIVE**

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Business and Economic Development Services or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

#### **SECTION NO. 21: NO THIRD PARTY BENEFICIARIES**

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

#### **SECTION NO. 22: SURVIVAL**

Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other

Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

### **SECTION NO. 23: PUBLICATION**

CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

### **SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES**

- A. **Purposes:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.040 of Spokane Municipal Code) and ordinances/resolutions of the COUNTY.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.
- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section No. 17 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

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

DATED: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**DATED:** \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
TODD MIELKE, Chair

ATTEST:

\_\_\_\_\_  
SHELLY O'QUINN, Vice Chair

\_\_\_\_\_  
Daniela Erickson  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, Commissioner

**ATTACHMENT "A"**  
**2015 Scope of Work**  
**Historic Preservation Interlocal Agreement Services**

**Identification and Monitoring of Historic Resources**

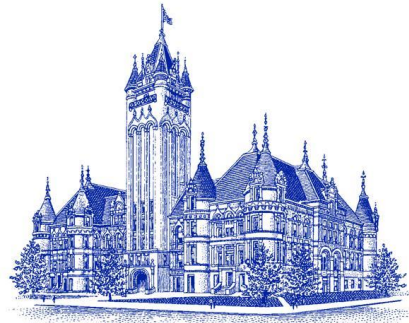
- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

### **Maintain “Certified” Status**

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

### **Community Services**

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering professional training for staff and the development community in the application of the International Existing Building Code and Energy Codes.



## SPOKANE COUNTY

### **“Attachment B” OUTSIDE AGENCY GRANT PROGRAM 2015 Report Form**

Date of Report: \_\_\_\_\_

#### **Organization Information**

\_\_\_\_\_  
*Name of organization*

\_\_\_\_\_  
*Legal name, if different*

\_\_\_\_\_  
*Program name (if applicable)*

\_\_\_\_\_  
*Contact person*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*E-mail*

#### **Grant Information**

Provide a short summary description of funded program and what it will accomplish:

---

---

---

---

---

Check one:

Interim Report \_\_\_\_\_

Final Report \_\_\_\_\_



## **Report Narrative**

Please use the following format for a narrative report. Your report should only be 2-3 pages in length.

1. Please briefly outline your original goals and objectives, as stated in your proposal and the 2015 Agreement between your agency and Spokane County, with particular focus on outcome measures, i.e. new tax revenue generated, dollar value of economic impact, etc. and specifying impact on/in unincorporated Spokane County as much as possible.
2. What progress have you made toward your original goals and objectives? Please provide specific outcome measurements, when possible. What activities led to meeting these goals and objectives?
3. If applicable, describe the population served or impacted during the grant period to date. Use numbers and demographics and geographic location (i.e. numbers served or jobs created/retained in unincorporated Spokane County, City of Spokane, City of Spokane Valley, etc.).
4. Were there any unanticipated results, either positive or negative? Will this result in any changes?
5. *(for program/project grants only)* What are your future plans for sustaining this program or project?
6. Are there any other important outcomes as a result of this grant?

## **Outreach & Marketing/Program Materials**

Please attach copies of any relevant outreach and marketing or other program materials produced which identify Spokane County as a sponsor/supporter.

## **Financials**

Please attach an updated version of the Program/Project Budget Worksheet you submitted with your original application reflecting ACUTAL EXPENDITURES for which you are seeking payment, any changes that may have occurred during the grant period to date, including ACTUAL REVENUES.

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

03/16/2015

<u>Date Rec'd</u>	3/4/2015
<u>Clerk's File #</u>	OPR 2015-0213
<u>Renews #</u>	OPR 2012-1029

<u>Submitting Dept</u>	REGIONAL EMERGENCY COMMUNICATIONS SYSTEM	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICHARD CAIN 625-4197	<u>Project #</u>	
<u>Contact E-Mail</u>	RCAIN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR15269
<u>Agenda Item Name</u>	1510 XPEDITER TECHNOLOGIES		

Agenda Wording

Software maintenance agreement between the City of Spokane and Xpediter Technologies, LLC to provide support and maintenance services for products licensed by the City of Spokane. The term of the contract is January 1, 2015 through December 31, 2016.

Summary (Background)

SRECS and Xpediter Technologies, LLC have negotiated a software maintenance agreement that is mutually acceptable to both parties. Xpediter will provide support, maintenance and updates in accordance with the attached scope of work. The total annual cost is \$56,687.81. The total contract cost for the two year contract term is \$113,375.62

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 56,687.81	# 1510-37400-21270-54820-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CAIN, RICHARD	<u>Study Session</u>	PSC 02/17/2015
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	SRECS: blincoln, rcain, bgehret	
<u>For the Mayor</u>	SANDERS, THERESA	Accounting: mdoval, korlob	
<u>Additional Approvals</u>		Contract Acct: jsalstrom @spokanecity.org	
<u>Purchasing</u>		Contractor: abonner@xpediter.com	

**AGREEMENT**

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and XPEDITER TECHNOLOGIES, LLC, whose address is 7668 El Camino Real, Suite 104-619, Carlsbad, California 92009, as "XTL".

WHEREAS, the City contracted with XTL to provide an automated field reporting and analysis program, "Xpediter", for use by the Police Department; and

WHEREAS, XTL has agreed to provide software maintenance and updates, --  
Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** XTL shall provide software support, maintenance and updates for the Police Department's Xpediter software, in accordance with the attached Scope of Work.
2. **CONTRACT TERM.** The Agreement shall begin January 1, 2015, and run through December 31, 2016, unless terminated sooner.
3. **COMPENSATION.** The City shall pay XTL an annual fee of FIFTY SIX THOUSAND SIX HUNDRED EIGHTY SEVEN AND 81/100 DOLLARS (\$56,687.81), for everything furnished and done under this Agreement.
4. **PAYMENT.** XTL shall send quarterly applications for payment to the Spokane Police Department, Administration Office, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. Payment will be made within thirty (30) days after receipt of XTL's applications.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or sub-contract its interest, in whole or in part, without the other party's prior written consent.
7. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
8. **TERMINATION.** Either party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay XTL for all work previously authorized and performed prior to the termination date.

9. **DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

10. **STANDARD OF PERFORMANCE.** The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that XTL shall perform the best general practice.

11. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. XTL agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to XTL.

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

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Assistant City Attorney

Dated:

2/26/15

XPEDITER TECHNOLOGIES, LLC

E-Mail address, if available: \_\_\_\_\_

abonner@xpediter.com

By:

Ashleigh Bonner

Title:

V.P. Business Development

15-038

## **SCOPE OF WORK**

### **1. Support and Maintenance Services**

XTL shall provide the following support and maintenance services for the products licensed by the City:

- Provision of known error corrections by delivery of available patches via download from the Internet ([www.xpediter.com/files](http://www.xpediter.com/files)).
- Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet ([www.xpediter.com/files](http://www.xpediter.com/files)).
- Provision of available major upgrades (version with substantially enhanced volume of functions).
- Information via email when new minor /major updates are available.

The support and maintenance services listed in this clause 1 only comprise the products licensed by the City, but not any new products of the same product family.

The granting of rights of use and the delivery of the relevant license files for all minor and major upgrades shall be limited to the number and type of products, as well as the terms of use thereof, for which this Agreement has been concluded.

Full functionality and regression testing methodology will be employed by XTL as part of this Agreement. Spokane does not have the resources to fully regression test proposed fixes against existing XTL code modules and database design. Delivery of untested fixes will be considered a breach, and may result in termination of this Agreement.

### **2 Telephone Support**

For the term of this Agreement, XTL shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the customer will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- Level A: System does not work.
- Level B: System works with limited functions.
- Level C: System working satisfactorily with specific errors/problems regarding functionality.

XTL ensures the following response times (via phone or email):

- Level A: Response within the next working day (Monday – Friday, 8:30 a.m. until 5 p.m. local time).
- Level B: Response within the next working day (Monday – Friday, 8:30 a.m. until 5 p.m. local time).

- Level C: Response within the working day after next (Monday – Friday, 8:30 a.m. until 5 p.m. local time).

Exclusively applicable is the local time, Pacific Standard Time (PST) of XTL. Exclusively applicable regarding holidays are the legal holidays at the seat of XTL.

### **3 Email Support**

For the term of this Agreement, XTL shall provide support via email. The error and priority levels set forth in clause 2 above and the response times indicated therein are applicable.

### **4 Subject Matter of Support Services**

The subject matter of support services in clauses 2 and 3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the customer's location are not a subject matter of this Maintenance Agreement.

### **5 Service Agreement**

Due to the complex nature of hardware and software applications, networks and specific configurations with the licensee, XTL cannot assume liability for the successful remedy of any error, i.e. despite XTL'S best efforts it may occur that errors cannot be rectified in providing the support to the licensee. Consequently, all services are provided as a service Agreement to this effect.

### **6. Securing of Services - Customer Cooperation**

To guarantee the best level of efficiency, the City commits itself to describe the problems as exactly and as detailed as possible. All questions referring to the failure should be answered as accurate as possible. Only with compliance with this obligation to cooperate as an essential contractual performance will enable the provision of all support services in a timely and due manner.

**BRIEFING PAPER**  
**Public Safety Committee**  
**Xpediter Maintenance Agreement Renewal**  
**February 17, 2015**

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**Subject**

Contract renewal with Xpediter Technologies, LLC for software maintenance.

**Background**

In 2003, Xpediter developed an in-car reporting interface for SPD and Spokane County Sheriff that was required for the implementation of the Xpediter In-Car reporting project. The project allowed for automatic creation and storage of electronic police reports. Since then, the City of Spokane and Xpediter Technologies have negotiated a software maintenance agreement that is mutually acceptable to both parties.

**Action**

Approval of contract renewal with Xpediter Technologies

**Funding**

LEIS Cost Allocation Plan – costs shared by SPD and Spokane County Sheriff based upon number of Xpediter licenses used by each agency.



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

03/16/2015

<u>Date Rec'd</u>	3/4/2015
<u>Clerk's File #</u>	OPR 2011-0938
<u>Renews #</u>	

<u>Submitting Dept</u>	RETIREMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TIM DUNIVANT 6845	<u>Project #</u>	
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15275
<u>Agenda Item Name</u>	1980 INVESTMENT CONSULTING SERVICE AGREEMENT EXTENSION		

Agenda Wording

Consulting Services Extension with Hyas Group, LLC 108 NW 9th Ave, Suite 203 Portland, OR 97209 to extend 1 year the current service agreement. Cost for services not to exceed \$53,000.

Summary (Background)

Hyas Group, LLC was selected by the 457 Committee. Ongoing consulting services will ensure that the benefit is structured to be a valuable as possible to employees and to assist the City of Spokane with adherence to fiduciary responsibilities in administering the Plan. An RFP will be conducted in 2015 once the new Retirement Director is in place.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 53,000	# 1980-31500-17100-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DUNIVANT, TIM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	cshisler@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mlesesne@spokanecity.org
<u>Additional Approvals</u>		jdavidson@hyasgroup.com
<u>Purchasing</u>		dparker@hyasgroup.com
		cbennett@hyasgroup.com

**Consulting Services Agreement Extension**

**City of Spokane and Hyas Group, LLC**

This Contract Extension is between the City of Spokane and the Hyas Group, LLC (Consultant), whose address is 108 NW 9th Ave, Suite 203, Portland, OR 97209.

Whereas, the parties entered in a contract for services for the City of Spokane's 457 Deferred Compensation Plan, which expired on December 31, 2014.

Whereas, the parties would like to extend the contract – Now, Therefore,

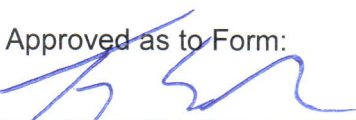
The parties agree as follows:

1. Contract Documents. The contract dated October 1, 2011 shall remain in full force and effect except as provided herein.
2. Extension. The contract documents are hereby extended and shall expire on December 31, 2015 unless the term of the Agreement is otherwise terminated or extended.
3. Compensation. Annual consulting services are explained in Section 3.1 of the above referenced contract dated October 1, 2011. Consultant shall be paid a sum not to exceed \$53,000 for the period of January 1, 2015 through December 31, 2015, billed quarterly.

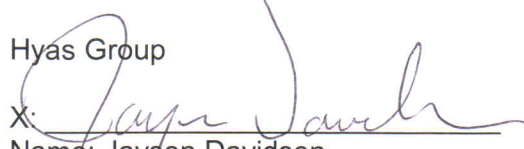
City of Spokane

X: \_\_\_\_\_  
Name: Tim Dunivant  
Title: Interim Retirement Director  
Date: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Tim Szambelan, Asst City Attorney

Hyas Group

X:   
Name: Jayson Davidson  
Title: Managing Partner  
Date: 3-2-2015  
j davidson@hyasgroup.com

Attest: \_\_\_\_\_

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

03/16/2015

<u>Date Rec'd</u>	3/2/2015
<u>Clerk's File #</u>	OPR 2015-0214
<u>Renews #</u>	

<u>Submitting Dept</u>	PROBATION SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DONNA MCBRIDE 622-5806	<u>Project #</u>	
<u>Contact E-Mail</u>	DMCBRIDE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15274
<u>Agenda Item Name</u>	0690 CONTRACT WITH DEPARTMENT OF CORRECTIONS		

**Agenda Wording**

Contract with Washington State Department of Corrections to provide a community restitution work crew utilizing Municipal Court Offenders through December 31, 2018, with option to extend for two additional one year terms—not to exceed \$55,000 per year.

**Summary (Background)**

This contract between DOC and the Spokane Municipal Court is to provide a work crew as an alternative to jail sentences. The fee is \$16.00 per day per offender. Offenders work for non profit and government agencies only and are supervised by DOC Corrections Officers. This is a valuable jail alternative for low level offenders to pay back the community with their labor.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 55,000	# 1910-18100-23600-55120
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	MCBRIDE, DONNA	<u><b>Study Session</b></u>	
<u><b>Division Director</b></u>	SZAMBELAN, SHELLEY	<u><b>Other</b></u>	
<u><b>Finance</b></u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u><b>Legal</b></u>	WHALEY, HUNT	Judge Shelly Szambelan-muni court	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	Donna McBride - Probation Services	
<u>Additional Approvals</u>		Kim Orlob- accounting, mdoval	
<u><b>Purchasing</b></u>		Caterina Richards - DOC	
		jsalstrom@spokanecity.org	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, hereinafter "City," the CITY OF SPOKANE MUNICIPAL COURT, hereinafter "Municipal Court", and WASHINGTON STATE DEPARTMENT OF CORRECTIONS, whose address is c/o Community Justice Center, 715 East Sprague Avenue, Suite 107, Spokane, Washington 99202, hereinafter "DOC."

The parties agree as follows:

1. PERFORMANCE. DOC shall provide a SPOKANE COMMUNITY WORK CREW (hereinafter referred to as SCWC), utilizing Spokane Municipal Court defendants (hereinafter referred to as "participants,"):

A. DOC's Responsibilities:

- 1) Provide a Corrections Officer (C.O.-2) to supervise participants while on crew. The C.O.-2 shall be trained in CPR, first aid, PREA and infectious disease and record keeping.
- 2) Coordinate work with non-profit and government agencies throughout Spokane and other nearby Counties.
- 3) Offer availability of the SCWC seven (7) days a week, excluding state holidays.
- 4) Pick up SCWC participants at the following locations throughout Spokane:
  - ✓ 7:30 a.m. DOC Valley Office – 12404 East Desmet Street (Saturday and Sunday)
  - ✓ 8:00 a.m. DOC Nevawood COP Shop, 4705 North Addison Street
  - ✓ 8:10 a.m. DOC Maple Office – 1821 North Maple Street
  - ✓ 8:00 a.m. DOC Community Justice Center, 715 East Sprague Avenue, Suite 107
- 5) Complete the final intake/orientation for participants, prior to reporting to work for the first time. DOC reserves the right to make the final determination of participation status. Participants must be physically and mentally able to perform work in a safe manner before being allowed on crew. A medical clearance form, completed by a physician, may be required before participation (case by case basis). Maintain records on participants to include dates and hours worked.
- 6) Send monthly reports to Municipal Court, via the City's Probation Department. The report shall include the participant's name, hours worked and failure to report, for initial sign up, as directed.
- 7) Notify the City's Probation Department of any offender on crew that: reports and appears to be under the influence, is dressed inappropriately, displays behavioral problems, and any and all terminations from the crew. This notification will be done within twenty-four (24) hours of occurrence or the next business day.
- 8) Specify a reasonable timeline for participant hours to be completed

B. Spokane Municipal Court/Probation shall:

- 1) Refer participants to the SCWC with a minimum of twenty-four (24) hours to complete.

- 2) Order hours in increments of eight (8). (One (1) day confinement = eight (8) hours of work crew)
  - 3) Specify a reasonable timeline for hours to be completed.
  - 4) Provide initial screening for all perspective participants for any physical or mental health limitations that would restrict a worker from participating on the Department of Corrections Spokane Work Crew in a safe manner. Referrals shall be limited to offenders that meet eligibility requirements for work crew, taking into consideration any severe medical or mental illness issues.
2. CONTRACT TERM. The contract shall begin January 1, 2015, and run through December 31, 2018, unless terminated sooner. The contract may be extended for two (2) additional one (1) year terms, upon written mutual agreement of the parties.
3. COMPENSATION. The City shall pay DOC sixteen (\$16.00) dollars per day, per participant, as full compensation for everything furnished and done under this contract.
4. PAYMENT. DOC shall send monthly invoices for payment to Spokane Municipal Court, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. The invoices shall detail the participant's name and dates of participation, and be submitted no later than the 25<sup>th</sup> of the monthly following "delivery of services." Payments will be made within thirty (30) days after receipt of DOC's invoice.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
9. TERMINATION. Either party may terminate this contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay DOC for all work previously authorized and performed prior to the termination date.
10. HOLD HARMLESS. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence and neither party shall indemnify nor hold the other party harmless except as otherwise provided herein. Neither party assumes responsibilities to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this contract.
11. INSURANCE. For the duration of this contract, it is mutually understood and agreed by each party that the State of Washington and its agencies, including DOC, are self-insured except as outlined in RCW 43.19.361. It is further understood and agreed by both parties that the contract contained herein is excluded from the statutory exceptions, and therefore the City accepts DOC as self-insured and shall not require public liability and property damage insurance.
12. AUDIT / RECORDS. DOC and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. DOC and its subcontractors

shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

CITY OF SPOKANE MUNICIPAL  
COURT

(Signature)

(Printed Name)

Presiding Judge

(Title)

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)

Gary Banning

(Printed Name)

Contracts Administrator

(Title)

(Date)

CITY OF SPOKANE

(Signature)

(Printed Name)

(Title)

(Date)

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

RECEIVED

DEC 11 2014

MUNICIPAL PROBATION

BRIEFING PAPER

CITY OF SPOKANE

PROBATION SERVICES / PUBLIC SAFETY COMMITTEE

01/28/15

**SUBJECT:** To renew the contract between the City of Spokane and the Washington State Department of Corrections for work crew services as an alternative to incarceration.

**BACKGROUND:** Approximately five years ago the Probation department entered into an agreement to allow municipal offenders to utilize the supervised work crew of the Department of Corrections. This crew allows for offenders to perform general labor for government and non-profit agencies to pay back the community for their crimes. This program is heavily utilized by the Court as a sentencing alternative and costs the City \$16.00 per day per offender versus approximately \$103.00 per day per offender for jail.

**ACTION:** Support the renewal of the contract for a three year period.

**FUNDING:** Criminal Justice Assistance Fund

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

03/16/2015

<u>Date Rec'd</u>	1/24/2012
<u>Clerk's File #</u>	OPR 2011-0095
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE COLLECTION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SCOTT 625.7806	<u>Project #</u>	
<u>Contact E-Mail</u>	SWINDSOR@SPOKANECITY.ORG	<u>Bid #</u>	3733-10
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15246
<u>Agenda Item Name</u>	4500 CONTRACT AMENDMENT/EXTENSION WITH ZONAR SYSTEMS FOR GPS		

Agenda Wording

One-year contract amendment/extension with Zonar Systems, Inc. (Seattle, WA) for data acquisition service for GPS monitoring systems installed in solid waste collection vehicles -- \$47,327.68 (including tax).

Summary (Background)

The Solid Waste Collection Department owns, maintains and operates a fleet of vehicles for the collection of solid waste, food/yard waste and recyclables for the City of Spokane. In 2011, GPS units were installed in these vehicles for improved fleet management, billing, mapping and route optimization. The original contract called for four (4) one-year extensions; this is the fourth and final extension. The Indemnification and Assignment language has been amended by request of Zonar Systems.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 31,419.22 (including tax)	#	4500-45100-37148-54201
Expense	\$ 15,908.46 (including tax)	#	4500-44200-37148-54201
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WERNER, JENNIFER	<u>Study Session</u>	PWC 02/23/15
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lbutz@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	shawley@spokanecity.org	
<u>Additional Approvals</u>		rschoonover@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	swindsor@spokanecity.org	
		Taxes & Licenses	
		Contract Accounting jsalstrom@spokanecity.org	
		joe.klibowitz@zonarsystems.com	



BRIEFING PAPER  
Public Works Committee  
Solid Waste Management  
February 23, 2015

---

Subject

Contract with Zonar Systems, Seattle, Washington to provide data acquisition for Solid Waste Management collection vehicles.

Background

The Solid Waste Management Department budgeted for and purchased Zonar Systems GPS hardware and support as a result of RFP 3733-10. Zonar Systems provided the hardware for installation in Solid Waste collection vehicles. After installation, Zonar provides data acquisition and technical support for department staff.

GPS based fleet management allows for real-time fleet management, billing and service documentation improvements, fleet fuel management and mapping and route optimization.

This contract will be for \$47,323.92 (includes tax) for 2015 services.

Impact

This contract continues to provide data acquisition and technological support for improving Solid Waste collection activities in the City of Spokane

Action

Recommend Approval.

Funding

This service is budgeted in the 2015 Solid Waste Management budget.

CONTRACT AMENDMENT/EXTENSION

THIS CONTRACT AMENDMENT/EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ZONAR SYSTEMS, INC., whose address is 18200 Cascade Avenue South, Seattle, Washington 98188, as "Company".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE ONE HUNDRED (100) GPS MONITORING UNITS AND STANDARD PLANS FOR REFUSE COLLECTION VEHICLES; and

WHEREAS, the original Contract allowed for four (4) additional one (1) year extensions and the parties mutually agree on extending the Contract the fourth and final time; and

WHEREAS, the Company has requested additional language regarding Indemnification and consistency or inconsistency between the contract documents; -- Now, therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated February 11, 2011 and March 22, 2011 any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EXTENSION. The contract documents are hereby extended and shall run through January 31, 2016.

3. The following sections of the contract documents are amended to read as follows:

12. INDEMNIFICATION. The Company shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Company, its officers, employees and subcontractors in connection with the performance of the contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

B. Zonar shall indemnify, defend, and hold harmless Purchaser from and against any third party claim, cause of action, or demand (each a Covered Claim), including the cost and expense (including attorneys' fees) of: (i) any claim or allegation that Zonar's intellectual property infringes upon or misappropriates any intellectual property right of any third party, and (ii) any personal injury, or death caused by Zonar in the performance of this Agreement. Zonar shall have no obligation for claims arising from: (i)



Purchaser's use of Zonar's intellectual property in combination with intellectual property not supplied by Zonar which infringes the rights of third parties; or (ii) unauthorized modification of Zonar's intellectual property by Purchaser. To obtain the benefit of the above indemnification, Purchaser must (a) promptly notify Zonar following receipt of a Covered Claim, providing Zonar with all information reasonably available, and any assistance in the Covered Claim as Zonar reasonably requires from time to time; (ii) give Zonar full and exclusive authority in the defense and settlement of the Covered Claim (subject to Zonar obtaining Purchaser's consent before Zonar settles any claim in a fashion that would require any action by Purchaser); and (iii) neither make any admission nor in any other way prejudice Zonar's defense of the Covered Claim. If a Covered Claim regarding intellectual property is made, or in Zonar's opinion such a Covered Claim is likely to occur, Zonar, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Purchaser the right to continue using and sublicensing the covered product or service; (b) use its reasonable endeavors to replace or modify the covered product or service so that it becomes non-infringing, provided the functionality of the covered product or service is not materially diminished thereby; or (c) where neither of the above remedies are practicably available to Zonar acting reasonably, reimburse Purchaser the hardware costs paid to Zonar, which shall be depreciated on a straight-line basis over a period of three years. This clause states the exclusive and entire liability of Zonar to Purchaser, its members, officers, agents or employees and its members in respect of a Covered Claim.

14. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect. ~~Either party may assign this contract to any current or future affiliate or in connection with a merger or sale of all or substantially all of such party's assets used in performing its obligations under the Contract without prior written consent.~~
- B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.
- E. DOCUMENTS. In the event of any inconsistency between the documents that constitute this Agreement (including Zonar's Service Agreement attached hereto), the main body of the Agreement shall control.

3. COMPENSATION. The City shall pay the Company a monthly fee of THIRTY AND 49/100 DOLLARS (\$30.49) per unit, per month plus tax for a maximum annual amount not to exceed FORTY SEVEN THOUSAND THREE HUNDRED TWENTY THREE AND 92/100 DOLLARS (\$47,323.92), ~~plus applicable tax.~~ *res*

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

*Pat Dahl*  
\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

ZONAR SYSTEMS, INC.

E-Mail address, if available:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

03/16/2015

<u>Date Rec'd</u>	3/2/2015
<u>Clerk's File #</u>	PRO 2013-0005
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KEN BROWN 625-7722	<u>Project #</u>	2010070
<u>Contact E-Mail</u>	KBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15267
<u>Agenda Item Name</u>	0370 - ADMIN RESERVE INCREASE - HALME CONSTRUCTION, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc., for Lincoln Heights Booster Station - for an increase of \$6,000.00 plus tax for a total admin reserve of \$189,009.41 or 10.3% of the contract price

Summary (Background)

During the project the Water Department requested some additional work for better function of this new booster station. This included additional site piping to connect to the existing water tank, modification of the interior crane columns to allow for clearance around the motor control center, and a drainage swale which included a drywell, catch basin and piping. The cost of this additional work was \$65,200. Other more typical change orders were covered by the original administrative reserves

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 6522.00	#	4100-42490-94000-56501-15525
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 3/9/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kbrown@spokanecity.org	
		jahensley@spokanecity.org	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

with enough remaining to pay most of these added work costs. The booster station is complete and we are prepared to make final payment for the project. Therefore, it will be necessary to increase the administrative reserve an additional \$6,000.00 or .3%.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


**BRIEFING PAPER**  
**Public Works Committee**  
**Engineering Services**  
**March 9, 2015**

---

**Subject**

High Drive (Phase 2) – Bernard to Grand Improvement

**Background**

This project started as a 2004 Street Bond Project. As such, it would have only replaced the existing pavement. Other funds were added to make a more integrated project.

Phase 1 of the High Dr. project was constructed in 2014 beginning at Bernard St. and extending north to 29<sup>th</sup> Ave. This project, Phase 2 from Bernard St. to Grand Blvd, will extend the same character of High Dr. Phase 1 of the project and include: removal and replacement of the full width of High Drive and include new curb, bike lanes, sidewalks, walking path, parking areas, and ADA curb ramps; installation of a new storm line from Latawah St. to Grand Blvd; installation of swales in the existing median from Bernard St. to Manito Blvd.; replacement all associated drainage structures and connection lines; installation of a Combined Sewage Overflow facility (CSO) in Browne St.; and replacement approx. 3,000 linear feet of 8 inch diameter water main from Manito Blvd. to Grand Blvd.

Public involvement included 3 neighborhood meetings to discuss and receive feedback on the project, public response and updates through a blog process, and an email group list was created for updates and correspondence

**Impact**

The road will be closed to all but local traffic during construction. A detour will be in place.

**Action**

The Engineers Estimate for this project is \$2,050,000. If the lowest responsible bid is no more than 10% over the Engineer's Estimate the project will be forwarded to City Council with a recommendation of award to the lowest responsible bidder.

**Funding**

This project is funded by several sources, which are:

1. Federal Pedestrian and Bicycle Linkage funds, and
2. Storm Water funds, and
3. Water funds, and
4. CSO funds, and
5. 2004 Street Bond funds

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

03/16/2015

Date Rec'd

3/2/2015

Clerk's File #

PRO 2013-0034

Renews #Submitting Dept

ENGINEERING SERVICES

Contact Name/Phone

KEN BROWN 625-7722

Contact E-Mail

KBROWN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - ADMIN RESERVE INCREASE - MDM CONSTRUCTION, INC.

Cross Ref #Project #

2010092

Bid #Requisition #

BT

Agenda Wording

Authorization to increase the administrative reserve on the contract with MDM Construction, Inc., for Centennial Trail Gap from Bridge Avenue to Boone Avenue along the west side of Summit Boulevard - for an increase of \$47,160.00 for a total

Summary (Background)

Due to last minute funding with tight time requirements it is necessary that this project be designed and bid quickly. The design teams responded and released the project in time to preserve funding. With limited design time, errors in electronic calculation of earth fill quantities were not discovered prior to project ad. During construction it became evident that additional fill dirt and an additional retaining wall was needed. This project is constructed on a steep bank above the

Fiscal Impact

Expense \$ 47,160.00

Select \$

Select \$

Select \$

Budget Account

# 3200-95029-95300-56501

#

#

#

ApprovalsDept Head

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

SALSTROM, JOHN

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

Public Works 3/9/15

Distribution List

lhattenburg@spokanecity.org

kbustos@spokanecity.org

Additional Approvals

jsalstrom@spokanecity.org

Purchasing

htrautman@spokanecity.org

kbrown@spokanecity.org

jahensley@spokanecity.org





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

administrative reserve of \$93,314.22 or 20% of the contract price.

Summary (Background)

Spokane River. A close and cooperative relationship with the Department of Ecology is essential. We often invite DOE for post construction reviews. During the post construction review with Ecology, we agreed that additional seeding and erosion control measures were appropriate to guard against erosion of the completed areas. Therefore, it will be necessary to increase the administrative reserve an additional \$47,160.00 or 10%.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


**BRIEFING PAPER**  
**Engineering Services Department**  
**Date February 27, 2015**

---

**Subject:**

**Centennial Trail Gap from Bridge Ave. to Boone Ave. along the west side of Summit Blvd., #2010092.** Request for additional administrative reserve.

**Background:**

Due to last minute funding with tight time requirements it was necessary that this project be designed and bid quickly. The design teams responded and released the project in time to preserve funding. With limited design time, errors in electronic calculation of earth fill quantities were not discovered prior to project ad. During construction it became evident that additional fill dirt and additional retaining wall was needed.

This project is constructed on a steep bank above the Spokane River. A close and cooperative relationship with Department of Ecology is essential. We often invite DOE for post construction reviews. During the post construction review with Ecology we agreed that additional seeding and erosion control measures were appropriate to guard against erosion of the completed areas.

Additional costs for this work are summarized.

• Common Borrow	\$24,860.00
• Segmental Concrete Retaining Wall	\$6700.00
• Seeding Fertilizing & Mulching	\$7800.00
• Washington State D.O.E. Additional Erosion Control	\$7800.00
o Total	\$47,160.00

This request is for \$47,160.00 additional administrative reserves to cover these costs. This will allow final payment to be made for this project.

**Impact:**

Original Contract Amount:	\$ 471,542.20
Original Administrative Reserve:	\$ 47,154.22 (10%)
Admin. Reserve, this request:	\$ 47,160.00 (10%)
Total Budget if approved:	\$ 565,856.42

**Action:**

Approve this request for \$47,160.00 additional administrative reserve to make final payment for the project. There are sufficient federal funds from the project award to cover these additional costs.

For further information on this subject contact Kyle Twohig, Engineering Operations Manager at 625-6152.



*Spokane Regional Transportation Council*

221 W. First Ave., Suite 310 • Spokane, WA 99201-3613 • (509) 343-6370 • FAX (509) 343-6400

May 9, 2013

Mr. Brandon Blankenagel  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Subject: Federal Fund Source Change for SP003 and SP019

Dear Mr. Blankenagel:

On April 11, the Spokane Regional Transportation Council Policy Board (SRTC) selected the following projects for funding through the Surface Transportation Program (STP). However, in order to meet our obligation targets for this year using non STP funds, SRTC has since changed the fund source for these two projects to Congestion Mitigation Air Quality program (CMAQ).

For each project selected from the City of Spokane, the project identification number, name, and revised federal funding level is listed below. Please note that the CMAQ program requires a 13.5% local match.

<u>SRTC ID</u>	<u>Project Name</u>	<u>Revised Award</u>
SP003	Centennial Trail Gap, Bridge to Boone & Summit	-\$720,000 (STP) \$622,800 (CMAQ)
SP019	Country Homes Blvd at North Cedar	-\$477,000 (STP) \$412,605 (CMAQ)

As you can see, an SRTC ID number has been assigned to these projects which must be used on all correspondence relating to this project, including funding requests to the State.

These projects will be amended into the 2013-2016 State Transportation Improvement Program (STIP) as part of the April amendment. Projects included in the April amendment are anticipated to be included in the approved STIP by May 17. After each project is programmed into the approved STIP, you may seek obligation of the federal funds through WSDOT Highways & Local Programs.

**Please note that these projects must obligate the awarded CMAQ funds prior to August 1.** Any funds that are not obligated prior to that date must be forfeited by the project sponsor and returned to SRTC for reprogramming. If either project is unable to fully obligate the awarded CMAQ funds by August 1, the project will be returned to the STP Contingency List for potential future funding opportunities.

**In addition, please submit the estimated air quality benefit for each of these projects as soon as possible.** SRTC is required to have record of the estimated air quality benefit for each

project funded through the CMAQ program. For assistance in this, please contact Anna Ragaza-Bourrassa at 509-343-6375 or [annarb@rtc.org](mailto:annarb@rtc.org).

Should you have questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Wallace". The signature is fluid and cursive, with the first name "Kevin" and last name "Wallace" clearly distinguishable.

Kevin Wallace  
Executive Director, SRTC

cc: Bill McCammon, WSDOT

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

03/02/2015

<u>Date Rec'd</u>	2/18/2015
<u>Clerk's File #</u>	CPR 2006-0042
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDY COTE 625-6250	<u>Project #</u>	
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Boards and Commissions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 APPOINTMENTS TO THE ETHICS COMMITTEE		

Agenda Wording

Appointment of ~~Geoffrey Palachuk~~ and Alice Buckles ~~each~~ to a three year term on the Ethics ~~Committee~~ Commission, from January 1, 2015 - December 31, 2017. (Mr. Palachuk withdrew – 2-24-15)

Summary (Background)

Appointment of ~~Geoffrey Palachuk~~ and Alice Buckles ~~each~~ to a three year term on the Ethics ~~Committee~~ Commission, from January 1, 2015 - December 31, 2017. (Mr. Palachuk withdrew – 2-24-15)

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		bcote@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	rriedinger@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

03/16/2015

Date Rec'd

3/3/2015

Clerk's File #

ORD C35233

Renews #Submitting Dept

INFORMATION TECHNOLOGY

Cross Ref #Contact Name/Phone

MICHAEL 625-6468

Project #Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

5300 MAIL COURIER

Agenda Wording

Amending Ordinance No. C-35185 and appropriating funds in the IT Fund, FROM: Unappropriated Reserves, \$51,924.00; TO: Various Accounts, same amount. This action creates a Mail Courier position in the IT Dept. effective April 1, 2015.

Summary (Background)

To create a new Mail Courier position in the IT Department that will be assigned to the Mail Center, effective April 1, 2015. The primary function of this position will be involving the collection and delivery of documents and other items between offices or departments outside of City Hall. The funding appropriation includes salary, benefits, supplies, and transportation expenses.

Fiscal ImpactBudget Account

Expense \$ 51,924.00

# Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session

Finance, Feb. 2, 2015

Division Director

COOLEY, GAVIN

OtherFinance

SALSTROM, JOHN

Distribution ListLegal

DALTON, PAT

Accounting - kbustos@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mlesense@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokanecity.org

Taxes &amp; Licenses

ORDINANCE NO C35233

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the IT Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the IT Fund, and the budget annexed thereto with reference to the IT Fund, the following changes be made:

FROM:	5300-99999	IT Fund	
	99999-	Unappropriated Reserves	<u>\$ 51,924</u>
TO:	5300-73700	IT Fund	
	18880-05000	Mail Courier	22,325
	18880-51640	Deferred Compensation	923
	18880-52110	Social Security	1,708
	18880-52210	Retirement	1,842
	18880-52310	Medical	13,846
	18880-52320	Dental	1,062
	18880-52330	Life Insurance	133
	18880-52400	Industrial Insurance	54
	18880-54302	Cell Phone	480
	18888-54406	Parking/Toll	1,920
	18880-54602	Retirees' Insurance Benefit	18
	18880-59305	Interfund Fuel Purchase	3,500
	18880-59405	Motor Pool	4,113
			<u>\$ 51,924</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget new funding that will be used to create a Mail Courier position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/16/2015

Date Rec'd

3/4/2015

Clerk's File #

ORD C35241

Renews #Submitting Dept

ENGINEERING SERVICES

Cross Ref #Contact Name/Phone

KYLE TWOHIG 625-6152

Project #Contact E-Mail

KTWOHIG@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #

EBO

Agenda Item Name

0370 - EBO - STREET LEVY POSITIONS

Agenda Wording

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments

Summary (Background)

Engineering Services will be tasked with delivering a substantial volume of projects in the upcoming years. The budget for 2015 had staffing levels adequate to support the funded project load. However, resources are needed to support the recently approved Street Levy as the budget was submitted well in advance of the vote to approve the new funding source. This proposed EBO will add an additional Public Works Journey Level Inspector to each capital project construction management team and also

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TWOHIG, KYLE

Study SessionDivision Director

SIMMONS, SCOTT M.

OtherFinance

SALSTROM, JOHN

Distribution ListLegal

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

kbustos@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

htrautman@spokanecity.org

ktwohig@spokanecity.org





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

add an Engineer In Training to support the materials engineer tasked with reviewing all project documentation.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


BRIEFING PAPER  
Engineering Services Department  
March 3, 2015

---

**Subject:**

**Engineering Services EBO for additional staff, vehicles, and technology to support Levy Projects**

**Background:**

Engineering Services will be tasked with delivering a substantial volume of projects in the upcoming years. The budget for 2015 had staffing levels adequate to support the funded project load. However, resources are needed to support the recently approved Street Levy as the budget was submitted well in advance of the vote to approve the new funding source.

The additional \$10 million of annual dollars invested, and subsequent need for project delivery can be referenced in the 6-Year Citywide and Street Programs:

Citywide Capital Improvement Program

<https://static.spokanecity.org/documents/city/2015-2020-citywide-capital-improvement-program.pdf>

6 Year Street Program

<https://static.spokanecity.org/documents/projects/capitalprograms/six-year-street-program-2015-2020.pdf>

We have extended our capacity through consultants to help deliver some of the projects that were recently added to the construction schedule. In addition, we have hired some retired engineers to manage these consultant contracts on a part time basis so that staff can continue to design their current workloads. This should allow us to meet design delivery goals outlined in the capital plans. However, we will need additional field personnel to manage the volume of construction projects that will begin this year and continue into 2016 and 2017. This request will provide the staff necessary to manage the construction of the 2015 project schedule, and we will continue to evaluate our needs. Any additional resources needed for 2016 will be addressed in the 2016 budget request.

The proposed EBO will add an additional inspector to each of our capital project construction management teams, and also add an Engineer in Training (EIT) to support the materials engineer tasked with reviewing all project documentation (product submittals, records of materials, approving mix designs, etc.). We intend to begin interviews for these positions as soon as the budget funds are available, and we anticipate start dates in late spring as the construction season begins.

Additionally, our public works inspectors are in great need of mobile technology to be more efficient in their duties. Returning to the office from the project site to use desktop computers greatly hinders their ability and availability to monitor and document

construction progress. Approximately half of the technology funds are available through collected replacement dollars, the remaining balance needed is indicated below. Finally, our three new inspectors will need the standard trucks provided for our inspection staff, and we are also short one vehicle for the field engineers. These vehicle and technology needs will **NOT** be part of this EBO and will be handled via budget transfers.

**Impact:**

The numbers below represent the total loaded (benefits included) staffing cost. Since the staff will not begin until the 2nd quarter, the salaries have been reduced accordingly.

Public Works Journey Level Inspector (3 total):	\$ 89,000
Engineer in Training:	\$ 40,000
Benefits and Insurance:	\$ 71,300
<b>Total EBO funds for additional staff:</b>	<b>\$ 200,300</b>

**Funds for this increase will come from Levy Funds transferred to the arterial street fund.**

The following needs will be funded via budget transfers:

New mobile computers for added staff:	\$ 5,724.84
New mobile computers for existing inspectors:	\$ 18,605.73
Available computer replacement funds:	(\$ 10,534.23)
Total needed funds for Mobile Technology:	\$ 13,796.34
Nissan Trucks for added inspectors:	\$ 24,169.31 x 3 = \$72,507.93
Nissan SUV for field engineer:	\$ 24,484.46
Total needed funds for Vehicles:	\$ 96,992.39
Total Vehicle and Technology Needs:	\$ 110,788.73

The five year cost for these added Levy Funded positions will be: \$1,474,345.10

**Action:**

Approval of proposed EBO for Engineering Services in the amount of \$200,300.

---

For further information on this subject contact Kyle Twohig, Engineering Operations Manager.

ORDINANCE NO C35241

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0980-89000	General Fund	
	97140-80101	Operating Transfer to Arterial Street	<u>\$ 200,300</u>
TO:	0370-41540	General Fund	
	32500-02160	Public Works Journey Level Inspector (from 3 to 6 positions)	89,000
	32500-02310	Engineer in Training (from 0 to 1 position)	40,000
	32500-52110	Social Security	9,900
	32500-52210	Retirement	10,600
	32500-52310	Medical	41,600
	32500-52320	Dental	3,800
	32500-52330	Life Insurance	800
	32500-52400	Industrial Insurance	200
	32500-51640	Deferred Compensation	4,300
	32500-54602	Retiree's Insurance	100
			<u>\$ 200,300</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create positions necessary to handle increased workload associated with the Street Levy, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

---

Assistant City Attorney

---

Mayor

---

Date

---

Effective Date

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

03/16/2015

<u>Date Rec'd</u>	3/3/2015
<u>Clerk's File #</u>	ORD C35242
<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>	Emergency Budget Ordinance	<u>Requisition #</u>	EBO
<u>Agenda Item Name</u>	0410 - 2ND QTR PAY ADJUSTMENTS EBO		

Agenda Wording

Amending Ordinance No. C-35185 and appropriating funds in the Asset Management Fund, FROM: Reserve for Budget Adjustment, \$5,570; TO: Various Accounts, same amount.

Summary (Background)

This ordinance implements quarterly pay grade adjustments in accordance with approved union agreements and City policy, and as approved by management, effective March 29, 2015. The position of Building Maintenance Foreperson was updated at the request of the Asset Management Department due to an increase in responsibilities. Human Resources has reviewed the updated job responsibilities and proposed a change from Grade 40 to Grade 46.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$ 5,570	# Various Accounts - See Ordinance
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	hlowe@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	ssimmons@spokanecity.org
<u>Additional Approvals</u>		mhughes@spokanecity.org
<u>Purchasing</u>		

ORDINANCE NO C35242

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the Asset Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

FROM:	5900-41520	Asset Management Fund	
	18200-59951	Reserve for Budget Adjustment	<u>\$ 5,570</u>
TO:	5900-71300	Asset Management Fund	
	48750-06170	Building Maintenance Foreperson (from Grade 40 to Grade 46)	4,800
	48750-52100	Social Security	370
	48750-52210	Retirement	<u>400</u>
			<u>\$ 5,570</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need implement quarterly classification and pay adjustments in accordance with approved union agreements and City policies, and as approved by management, effective March 29, 2015, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/09/2015

Date Rec'd

2/25/2015

Clerk's File #

ORD C35240

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

JON SNYDER &amp; 6254

Project #Contact E-Mail

JSNYDER@SPOKANECITY.ORG;

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 ORD RE IMPOUND OF VEHICLE OF PATRONIZING A PROSTITUTE

Agenda Wording

An ordinance relating to vehicle impoundment for patronizing a prostitute; amending SMC section 10.06.037 of the Spokane Municipal Code and declaring an emergency.

Summary (Background)

The City Council passed Ordinance No. C-35216 on January 12, 2015, regarding impoundment of vehicles used to patronize a prostitute in the East Central Designation Zone. This ordinance will amend SMC 10.06.037 to clarify that prior to redeeming the impounded vehicle the owner of the impounded vehicle must pay a fine to the impounding agency and that the fine shall be five hundred dollars for patronizing a prostitute under SMC 10.06.035,

Fiscal ImpactBudget Account

Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

mpiccolo@spokanecity.org

For the Mayor

SANDERS, THERESA

mmuramatsu@spokanecity.org

Additional ApprovalsPurchasing





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

which shall be collected pursuant to the provisions set forth in RCW 9A.88.140.

Fiscal Impact

Select     \$

Select     \$

Budget Account

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#

Distribution List


## ORDINANCE NO. C35240

An ordinance relating to vehicle impoundment for patronizing a prostitute; amending SMC section 10.06.037 of the Spokane Municipal Code and declaring an emergency.

WHEREAS, the City Council passed Ordinance No. C-35216 on January 12, 2015, which took effect on February 25, 2015; and

WHEREAS, the ordinance designated an area within east central as an area within which vehicles are subject to impound if used to patronize a prostitute; and

WHEREAS, the City is proceeding with installing the necessary signage identifying the East Central Designation Zone and Police Department is prepared to begin enforcement of the ordinance; and

WHEREAS, prior to enforcement, the ordinance needs to be amended to clarify that prior to redeeming the impounded vehicle, the owner of the impounded vehicle must pay a fine to the impounding agency, that the fine shall be five hundred dollars for patronizing a prostitute under SMC 10.06.035 and shall be collected pursuant to the provisions set forth in RCW 9A.88.140; and

WHEREAS, in order to maintain the current schedule for enforcement and to assure that the ordinance is enforced with full effectiveness, this ordinance will be pass as an emergency ordinance; and

WHEREAS, the City Council finds that the adoption of this ordinance is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of city government and its existing public institutions; NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC 10.06.037 be amended to read as follows:

### **10.06.037 Patronizing a Prostitute – Vehicle Impoundment**

- A. The City Council finds that many patrons of prostitutes use motor vehicles in order to obtain the services of prostitutes and that successful prevention of prostitution involves efforts to curtail the demand for services offered by prostitutes. It is the intent of the City Council to decrease the demand for prostitution services and thereby eliminate the economic foundation for the prostitution industry. It is also the intent of the City Council to eliminate traffic congestion and other concerns to neighborhoods and business areas caused by patrons cruising in motor vehicles in areas of high prostitution activity.

- B. Upon an arrest for a suspected violations of patronizing a prostitute under ((~~RCW 9A.88.110~~)) SMC 10.06.035, promoting prostitution in the first degree under RCW 9A.88.070, promoting prostitution in the second degree under RCW 9A.88.080, promoting travel for prostitution under RCW 9A.88.085 or patronizing a juvenile prostitute under RCW 9.68A.100, the arresting law enforcement officer may impound the person's vehicle if the:
1. motor vehicle was used in the commission of the crime;
  2. person arrested is the owner of the vehicle or the vehicle is a rental car as defined in RCW 46.04.465; and
  3. person arrested has previously been convicted of patronizing a prostitute under ((~~RCW 9A.88.110~~)) SMC 10.06.035, promoting prostitution in the first degree under RCW 9A.88.070, promoting prostitution in the second degree under RCW 9A.88.080, promoting travel for prostitution under RCW 9A.88.085 or patronizing a juvenile prostitute under RCW 9.68A.100.
- C. The East Central area located between the Hamilton overpass and Fiske Street, and between the rail road tracks and Interstate 90, as established in the map set forth in Attachment A, is hereby declared an area of high prostitution activity based on evidence indicating that the area has a disproportionately higher number of arrests for the offenses listed in subsection B as compared to other areas within the same jurisdiction. Within this designated area:
1. Upon an arrest for a suspected violations of patronizing a prostitute under ((~~RCW 9A.88.110~~)) SMC 10.06.035, promoting prostitution in the first degree under RCW 9A.88.070, promoting prostitution in the second degree under RCW 9A.88.080, promoting travel for prostitution under RCW 9A.88.085 or patronizing a juvenile prostitute under RCW 9.68A.100, the arresting law enforcement officer may impound the person's vehicle if the:
    - a. motor vehicle was used in the commission of the crime;
    - b. the person arrested for such activity is the owner of the vehicle or the vehicle is a rental car as defined in RCW 46.04.465; and
    - c. the local governing authority has posted signs at the boundaries of the designated area to indicate that the area has been designated under this section.
- D. Impoundments performed under this section shall be in accordance with chapter 46.55 RCW.

E. Prior to redeeming the impounded vehicle, and in addition to all applicable impoundment, towing, and the storage fees paid to the towing company under chapter 46.55 RCW, the owner of the impounded vehicle must pay a fine to the impounding agency. The fine shall be five hundred dollars for patronizing a prostitute under SMC 10.06.035 and shall be collected pursuant to the provisions set forth in RCW 9A.88.140.

Section 2. Emergency Ordinance.

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

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/16/2015

<u>Date Rec'd</u>	3/4/2015
<u>Clerk's File #</u>	RES 2015-0022
<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>	JON SNYDER 6254
<u>Contact E-Mail</u>	JSNYDER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 PHOTO RED FUNDS RESO

Agenda Wording

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

Summary (Background)

This resolution expands the items that can be paid for with traffic calming funds to include light-emitting diode (LED) street lights, school zone 20 mph speed signs with flashing lights, street furniture and pruning and/or maintenance of street trees and vegetation. The resolution also authorizes the use of traffic calming funds for the installation of a school zone 20 mph speed sign with flashing lights on Mission Avenue by Stevens Elementary.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PCED, 3/2/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	jcaro@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	htrautman@spokanecity.org	
<u>Additional Approvals</u>		drobole@spokanecity.org	
<u>Purchasing</u>		tfuller@spokanepolice.org	

## RESOLUTION NO. 2015-0022

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

WHEREAS, the City Council passed Resolution No. 2010-01 on February 22, 2010 which provides a framework for the allocation of funds collected through automated traffic camera infractions; and

WHEREAS, the City Council passed Resolution No. 2014-0032 on March 26, 2014 which further outlines how funds from the designated traffic calming fund are to be allocated; and

WHEREAS, neither of these resolutions explicitly included a provision that would allow traffic calming funds to be used for light-emitting diode (LED) street lights, school zone 20 mph speed signs with flashing lights, street furniture or pruning and/or maintenance of street trees and vegetation; and

WHEREAS, in the National Cooperative Highway Research Program report entitled *Review of the Safety Benefits and Other Effects of Roadway Lighting*, it is noted that “published studies having different methodologies tend to converge on an overall reported 20% to 30% reduction in nighttime crash risk” as a result of lighting installation or improved light; and

WHEREAS, a study by the Washington State Traffic Safety Commission found that school zone 20 mph speed signs with flashing lights reduced traffic speeds through school zones more than any other type of sign researched; and

WHEREAS, the study *Street Trees and Intersection Safety* found that street trees that are not properly maintained or pruned can represent a safety hazard if they obstruct sight lines for drivers, bicyclists and pedestrians; and

WHEREAS, the installation of benches or street furniture at select locations such as business improvement districts or centers and corridors can encourage pedestrian activity that reduces congestion and improves the walkability of a neighborhood;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that funds collected from automated traffic safety cameras may be used for funding the following items:

- LED Street lighting.
- School zone 20 mph speed signs with flashing lights; in cooperation and concurrence with the appropriate school district.

- Pruning and/or maintenance of street trees and vegetation that constitute a safety hazard with the approval of the Urban Forestry Department and the cooperation adjacent property owner.
- Street furniture; in accordance with applicable zoning after the approval of a Memorandum of Understanding (MOU) for repair and/or maintenance by a community organization or business group.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that traffic calming funds are to be used for the installation of a school zone 20 mph speed sign with flashing lights on Mission Avenue by Stevens Elementary.

ADOPTED by the City Council on this \_\_\_\_\_ day of March, 2015

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City Clerk

Approved as to form:

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Assistant City Attorney

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

03/16/2015

<u>Date Rec'd</u>	3/2/2015
<u>Clerk's File #</u>	RES 2015-0023
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KEN GIMPEL 625-6532	<u>Project #</u>	
<u>Contact E-Mail</u>	KGIMPEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	ADOPT SPOKANE COUNTY 2015 COMPREHENSIVE SOLID WASTE		

Agenda Wording

Resolution to adopt Spokane County 2015 Comprehensive Solid Waste Management Plan.

Summary (Background)

The City of Spokane has entered into an agreement with Spokane County to be part of the newly established Spokane County Regional Solid Waste System and by this resolution the City participates in joint planning with the county. The plan can be viewed at  
<http://www.spokanecounty.org/utilities/solidwaste/content.aspx?c=2950>

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 3/9/2015
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



BRIEFING PAPER  
Public Works Committee  
Utilities Division  
March 9, 2015

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Subject

Resolution of Adoption of the Spokane County 2015 Comprehensive Solid Waste Management Plan.

Background

RCW 70.95.080 requires each County within the state, in cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan. The RCW also states that each City shall do one of three things; 1) prepare their own solid waste management plan, 2) enter into an agreement with the County to develop a joint solid waste management plan or 3) authorize the County to plan for the City's solid waste management and approve the County's solid waste management plan by Resolution. Option 3 is the most common way Cities in Washington comply with RCW 70.95.080. The City of Spokane has authorized the County to plan on its behalf and created a Resolution of Adoption in order to adopt the Spokane County 2015 Comprehensive Solid Waste Management Plan and remain compliant with RCW 70.95.080. The plan is located: <http://www.spokanecounty.org/utilities/solidwaste/content.aspx?c=2950>

Impact

Approval of this Resolution of Adoption allows the City of Spokane to be compliant with RCW 70.95.080 and becomes part of the Spokane County 2015 Comprehensive Solid Waste Management Plan.

Action

Recommend approval of the Resolution of Adoption of the Spokane County 2015 Comprehensive Solid Waste Management Plan.

Funding

The County is responsible for the solid waste management plan preparation. The City of Spokane is responsible for implementing the required elements of the Plan within its municipal boundaries. Implementation of the required elements of the Plan within the City of Spokane are fund with a combination of user fees and CPG funds.

**RESOLUTION**

***A Resolution adopting the Spokane County 2015 Comprehensive Solid Waste Management Plan.***

WHEREAS, RCW 70.95.080 provides that each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan; and

WHEREAS, RCW 70.95.080 also provides for a city to either prepare and deliver its own solid waste management plan, for integration into the comprehensive county plan, or enter into an agreement to participate in joint planning with the county; and

WHEREAS, the City of Spokane has entered into an agreement with Spokane County to be part of the newly established Spokane County Regional Solid Waste System; and

WHEREAS, the 2015 Comprehensive Solid Waste Management Plan was adopted by Spokane County on February 24, 2015; and

WHEREAS, it is in the best interests of the City of Spokane to adopt the Spokane County 2015 Comprehensive Solid Waste Management Plan for the City of Spokane;

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

That the City of Spokane hereby adopts and approves the Spokane County 2015 Comprehensive Solid Waste Management Plan.

Adopted and approved by City Council \_\_\_\_\_, 2015

Approved as to Form:  
  
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Clerk

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

03/16/2015

Date Rec'd

3/3/2015

Clerk's File #

RES 2015-0024

Renews #Submitting Dept

STREET

Cross Ref #Contact Name/Phone

BOB TURNER 232-8800

Project #Contact E-Mail

BTURNER@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

1100 - RESOLUTION REDUCING SPEED LIMIT ON INLAND EMPIRE WAY

Agenda Wording

A resolution reducing the speed limit on Inland Empire Way, from a combination of 30 miles per hour (mph) and 35 mph to 25 mph from 23rd Avenue south to the Cul de Sac which terminates Inland Empire Way.

Summary (Background)

The Washington State Department of Transportation (WSDOT) has constructed a new interchange at SR-195 and Cheney Spokane Road. That new interchange has altered traffic patterns on Inland Empire Way. Traffic that used to connect at SR-195 and Inland Empire Way is now routed from Inland Empire Way to 23rd Avenue to SR-195 at Thorpe Road. This change in traffic patterns has reduced traffic and connectivity on Inland Empire Way from 23rd Avenue south where the road now ends in a Cul de Sac.

Fiscal ImpactBudget Account

Neutral \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

SCHENK, ANDREW

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PCED 1/12/15

Finance

SALSTROM, JOHN

Distribution ListLegal

PICCOLO, MIKE

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

jsalstrom@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

bturner@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The current speed limit is a combination of 35 mph and 30 mph in this section of Inland Empire Way; and the WSDOT is in agreement with the City of Spokane to reduce this speed limit from 35 mph to 25 mph from 23rd Avenue south to the Cul de Sac which terminates Inland Empire Way.

Fiscal Impact

Select      \$

Select      \$

Budget Account

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Distribution List


RESOLUTION NO. 2015-0024

A resolution reducing the speed limit on Inland Empire Way, from a combination of 30 miles per hour (mph) and 35 mph to 25 mph from 23<sup>rd</sup> Avenue south to the Cul de Sac which terminates Inland Empire Way.

WHEREAS, the City of Spokane, pursuant to RCW 35.22.280 (7) and RCW 41.61.415, has the authority to regulate and control the use of streets and to establish speed limits; and

WHEREAS, the existing speed limit on Inland Empire Way at this location is a combination of two speed limits, thirty five (35) and thirty (30) mph; and

WHEREAS, new traffic patterns created by a Washington State Department of Transportation (WSDOT) project at State Road 195 (SR-195) and Cheney Spokane Road have created no outlet from Inland Empire Way to SR-195, a reduced speed limit would be more consistent with this change in traffic pattern; and

WHEREAS, the current speed limit is combination of 35 mph and 30 mph in this section of Inland Empire Way; and

WHEREAS, the WSDOT is in agreement with the City of Spokane to reduce this speed limit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the speed limit on Inland Empire Way from 23<sup>rd</sup> Avenue south to the Cul de Sac, which terminates Inland Empire Way, be reduced from 35 mph and 30 mph to 25 mph.

BE IT FURTHER RESOLVED that the City of Spokane, Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND that the City of Spokane Street Department will take over maintenance of the signs after installation.

ADOPTED by the Spokane City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**BRIEFING PAPER**  
**City of Spokane**  
**PCED Committee**  
**Monday, January 12, 2015**

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**Subject**

Change the speed limit on Inland Empire Way from 23<sup>rd</sup> Avenue south to the newly constructed Cul de Sac. The speed limit would be changed from the existing 30 mph and 35 mph to 25 mph.

**Background**

The Washington State Department of Transportation (WSDOT) has constructed a new interchange at SR-195 and Cheney Spokane Road. That new interchange has altered traffic patterns on Inland Empire Way.

Traffic that used to connect at SR-195 and Inland Empire Way is now routed from Inland Empire Way to 23<sup>rd</sup> Avenue to SR-195 at Thorpe Road.

This change in traffic patterns has reduced traffic and connectivity on Inland Empire Way from 23<sup>rd</sup> Avenue south where the road now ends in a Cul de Sac.

**Impact**

The impact is expected to be minimal and the WSDOT project already has proposed a speed reduction on Inland Empire Way to 25 mph from 23<sup>rd</sup> Avenue to the south, ending at the new Cul de Sac.

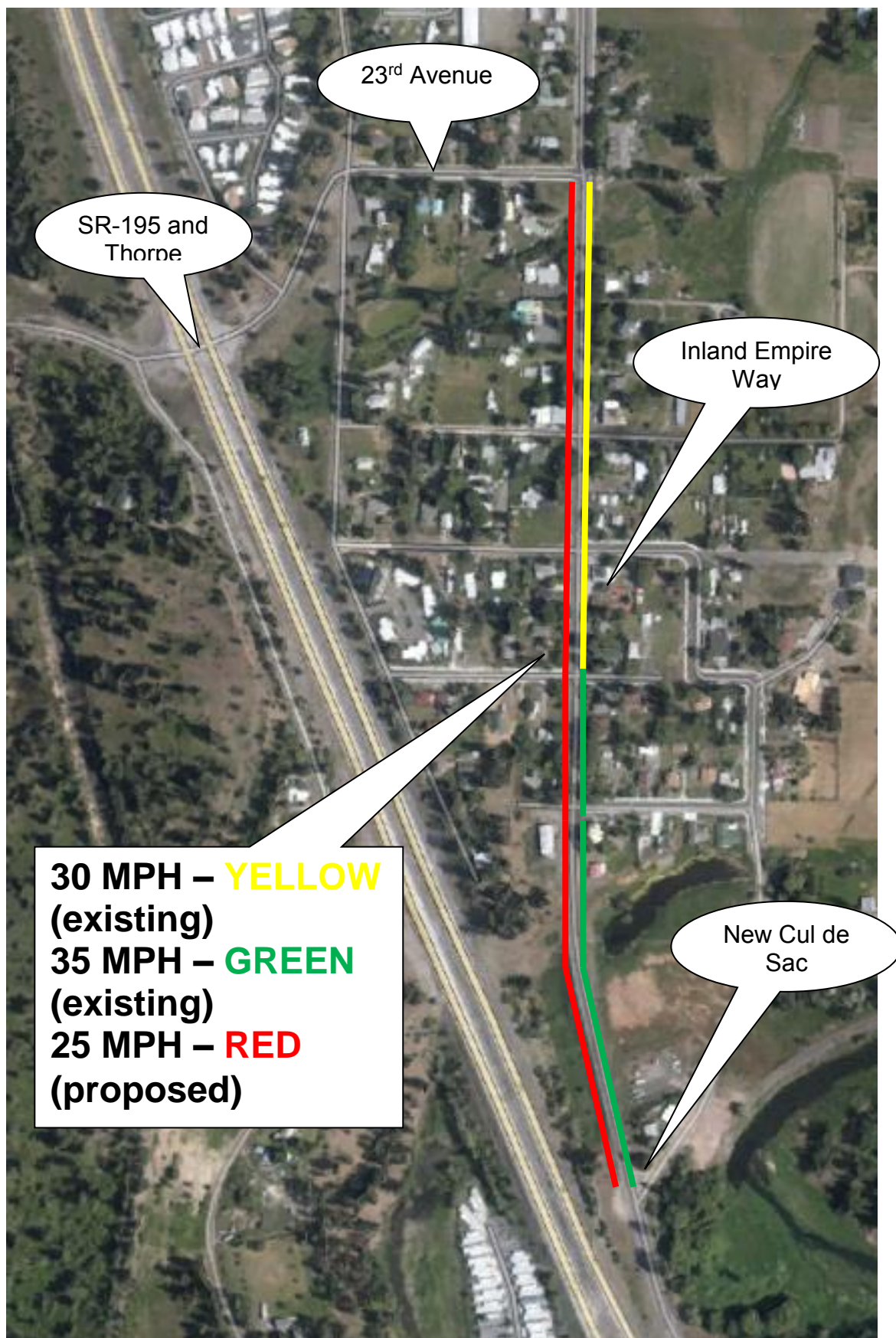
**Action**

This requires the action of the City Council to officially, by resolution, reduce the speed limit from 30 and 35 mph to 25 mph within the limits given above.

Please see attached suggested resolution.

**Funding**

The cost to fabricate, install, and perpetually maintain the new speed limit signs, and to take down the existing speed limit signs, will be the responsibility of the City of Spokane.



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

03/16/2015

<u>Date Rec'd</u>	3/4/2015
<u>Clerk's File #</u>	RES 2015-0025
<u>Renews #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	HEATHER LOWE 625-6233	<u>Project #</u>	
<u>Contact E-Mail</u>	HLOWE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 CITO RESOLUTION FOR CONFIRMATION		

Agenda Wording

Resolution approving the appointment of Eric Finch as the Chief Information and Technology Officer for the City of Spokane.

Summary (Background)

Please see attached documents provided for confirmation.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			





<b>Job Title:</b>	Chief Information & Technology Officer
<b>Reports To:</b>	Mayor / City Administrator
<b>Classification:</b>	Exempt-Confidential
<b>SPN:</b>	754
<b>Pay Range:</b>	Range 67
<b>Salary Range:</b>	\$109,432.08 - \$135,761.76
<b>FLSA Code:</b>	Exempt-Administrative
<b>EEO4 Code:</b>	01 Officials and Administrative
<b>Date:</b>	August, 2014

### **Nature of Work:**

Under the direction of the City Administrator, the CITO provides strategic directions, leads and administers the delivery of City-wide operations all the Information Technology Department, including IT infrastructure, business applications, computer operations and communications. Establishes and oversees IT policies and programs to serve the overarching strategic IT vision. Serving as the head of the IT department, the CITO applies sophisticated management principles and skills, with planning and management experience focused strategically to align all IT operations. Manages IT functions with major policy impacts at the City-wide level and builds consensus among a wide variety of customers including public safety, business development, finance, human resources, etc. to achieve corporate technology goals and objectives.

### **General Functions:**

- Directs and evaluates the priorities, work programs, people and resource allocation within the Information Technology Department.
- Directs and manages interdepartmental technology governance, planning and coordination activities to accomplish specific City-wide objectives.
- Initiates and develops internal and external partnerships to leverage City technology investments.
- Negotiates and reviews complex proposals and contracts for purchase of IT products and services, develops partnership agreements.
- Serves as a member of the executive leadership team and addresses City-wide policy, management and strategic issues.
- Leads the planning and development of a long-range technology vision and management of implemented vision.
- Assesses information technology training needs for the department and City, and identifies appropriate resources.
- Develops and oversees the department budget, work plan and staffing strategies.
- Directs the preparation of reports, studies, information and correspondence related to division operations and activities and oversees the maintenance of department records, and the achievement of business plans and performance measures.
- Recommends implements and oversees City-wide initiatives such as security, disaster recovery, operations and business continuity.

**Requirements of Work:**

Knowledge of:

- Organizational & Political Awareness
- Strategic Planning
- Relationship Building
- Communications Effectiveness
- Performance Leadership

Ability to:

- Use knowledge and understanding of the organizational and political climate to make decisions and take actions that satisfy diverse interests and contribute effectively to organizational goals.
- Logically integrate various ideas, intentions and information to form effective goals, objectives, timelines, actions plans and solutions.
- Build constructive working relationships characterized by a high level of acceptance, cooperation and mutual respect.
- Convey clear, timely, written and verbal, persuasive messages that positively influence the thoughts and actions of others.
- Create and nurture a performance-based culture that supports efforts to accomplish the organizational mission and goals.

**Working Conditions and Physical Demands:**


Work is conducted primarily in an office setting. It also involves local travel to other City facilities and frequent attendance at meetings, including many that are conducted on weekends or during the evening. May require some out-of-town travel. Incumbent is expected to communicate verbally, in person, and by telephone. A computer is used and may require the use of repetitive arm-hand movements. The incumbent must be able to occasionally lift and/or move up to 20 pounds.

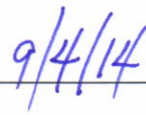
**Minimum Qualifications:**


A Bachelor's degree from an accredited college or university with ten (10) years of management experience in information technology systems management, strategic planning and project management; seven (7) years of progressive supervisory experience managing complex projects. A postgraduate degree in a major field related to business administration or related field may be substituted for up to two (2) years for the required work experience. Preference may be given for advanced degree. Demonstrated competencies and significant accomplishments from prior work experience.

**Behavioral Standards:**

Respectful, courteous, and friendly to customers, other City employees, and City leadership. A team player that helps the organization meet its objectives. Takes initiative to meet work objectives. Effectively communicates with customers and other City employees. Gets along with co-workers and managers. Positively represents the City, maintaining the trust City residents have placed in each of us. Demonstrates honest and ethical behaviors.

  
Theresa M. Sanders, City Administrator

  
Date

  
Heather L. Lowe, Human Resources Director

  
Date



## Mayor David A. Condon

February 27, 2015

Eric Finch  
[REDACTED]

Dear Eric,

It is with great pleasure that I offer you the position of Chief Information & Technology Officer for the City of Spokane, subject to confirmation by the City Council. I believe that you possess the experience and qualifications that the City is looking for as well as the ability to complement the current staff of the Information Technology department and the Mayor's Executive Team.

The appointment to this at-will, exempt position will be effective Monday, March <sup>23</sup>~~16~~, 2015, pending City Council approval. The salary for this position will be Range 67 starting at Step 3 of the Exempt-Confidential pay plan, or \$116,343.36 annually, and will report directly to Theresa Sanders, City Administrator.

In the capacity of this position, the benefits currently offered include:

- Accrual of 3.7 hours of vacation per pay period.
- Accrual of 4.0 hours of illness leave per pay period.
- Thirty (30) hours of personal leave to use during the remaining 2015 calendar year; beginning in 2016, you will receive forty (40) hours of personal leave per year to use during the calendar year.
- Thirty two (32) hours of floating holidays to use during the remaining 2015 calendar year; beginning in 2016, you will receive forty (40) hours of floating holiday per year to use during the calendar year, eight (8) of which will be used to observe the Martin Luther King Jr. holiday in January.
- Medical and dental benefits, long-term disability, life insurance, Section 125 healthcare reimbursement account. Your eligibility for these benefits begins on the 1<sup>st</sup> of the month following 30 days of employment.
- Participation in the Spokane Employee's Retirement System (SERS) with matching employee and employer contributions of 8.25% of the employees' salary earnings. Vesting in the SERS is after seven (7) years of service with the City.
- Option to participate in a 457 deferred compensation plan and receive a match of up to \$150/month from the City, if actively contributing.
- Stipend of \$45.00 per month toward a cell phone with a data plan.
- Moving expenses will be paid by the City in accordance with the current policy.

*The City of Choice*

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335  
Phone: 509.625.6250 FAX: 509.625.6563

Please note that the above benefits match those of the bargaining unit that your position most closely aligns with, Spokane Managerial & Professional Association – A, and are subject to change as those bargained benefits change.

As an at-will employee, you will be serving in this position at the pleasure of the current, sitting Mayor. At my discretion, the term of your employment will be subject to my evaluation of your performance and will not exceed my current term which expires on December 31, 2015.

If you accept this offer, please sign the next page and return it to Heather Lowe, Human Resources Director, within ten working days from receipt.

Sincerely,



David A. Condon  
Mayor

I hereby accept the position of Chief Information & Technology Officer with the City of Spokane and agree to the salary and benefits stated herein.

I understand that this appointment is to an at-will, exempt position that serves at the pleasure of the current, sitting Mayor.



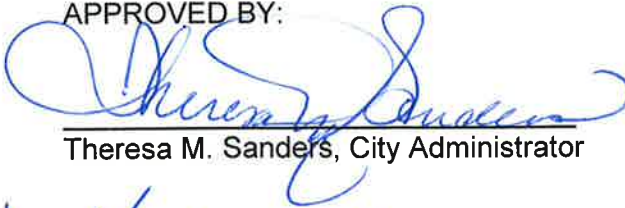
Eric Finch

FEB 27, 2015

Date

Please return to: Heather Lowe  
Human Resources Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3327

APPROVED BY:



Theresa M. Sanders, City Administrator



Heather L. Lowe, Human Resources Director



CITY OF SPOKANE  
CODE OF ETHICS AGREEMENT

I understand that as an exempt employee of the City of Spokane, I am subject to the City's Code of Ethics set forth in Chapter 1.04A of the Spokane Municipal Code. I understand that the Code of Ethics prohibits specific conduct set forth in SMC 1.04A.030 A through O and that violation of the Code of Ethics may lead to a complaint before the City's Ethics Committee.

I also understand that a violation of the Code of Ethics may result in a penalty including a civil penalty and payment to the City of damages sustained by the City that are caused by the conduct constituting the violation.

I acknowledge that I have read and understand the Code of Ethics.

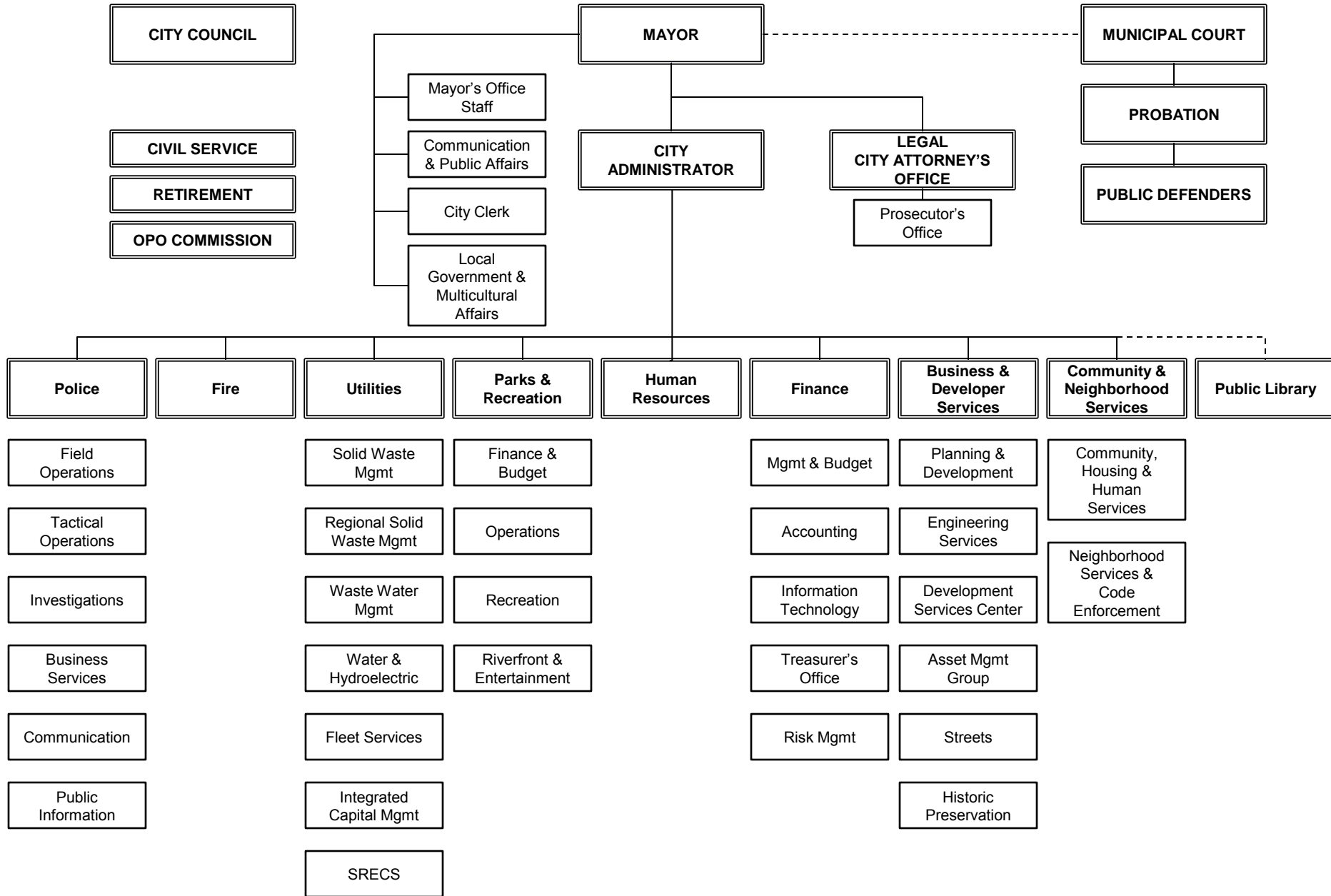
ERIC FINCH  
Name

[Signature]  
Signature

CHIEF INFORMATION & TECHNOLOGY OFFICER  
Position

FEB 27, 2015  
Date

# CITY OF SPOKANE



## **RESOLUTION 2015-0025**

A resolution approving the appointment of Eric Finch as the Chief Information and Technology Officer for the City of Spokane.

WHEREAS, section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Finch as the Chief Information and Technology Officer for the City of Spokane –

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Eric Finch as the Chief Information and Technology Officer

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



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

03/09/2015

<u>Date Rec'd</u>	2/19/2015
<u>Clerk's File #</u>	ORD C35239
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN 625-6269 STUCKART/KAREN STRATTON	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 CHHS BOARD - VETERAN REPRESENTATIVE		

Agenda Wording

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

Summary (Background)

This ordinance will amend SMC 4.34.030 regarding membership to the Community Housing and Human Services Board to include the requirement that one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force Base or a citizen of Spokane serving in the Washington National Guard or the Washington Air National Guard.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
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>	PCED
<u>Finance</u>	LESESNE, MICHELE	<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. C35239

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

The City of Spokane does ordain:

Section 1. That SMC section 4.34.030 is amended to read as follows:

### **4.34.030 Membership**

- A. The initial board membership shall be comprised of sixteen members; five current members from each of the human services advisory board, the community development board and the Spokane regional homeless governance council and one member from the community assembly. Members shall be nominated by the mayor and appointed by city council.
- B. Initial members will serve for the duration of the remainder of the term for the position on the board which they currently serve. As the terms of the initial members expire, board membership shall be reduced to twelve members. Subsequent appointees to the board shall serve three year terms and may be eligible for one three year term reappointment. The mayor shall nominate and the city council shall appoint all subsequent members. Initial members of the board will be eligible for subsequent appointment after their initial term has expired.
- C. In addition to the twelve positions, the board will include two voting representatives from the city council selected by city council and a voting elected official or policy level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the mayor and appointed by city council, all of whom shall be appointed or reappointed to one year terms.
- D. Initial and subsequent members of the board and board committees shall include relevant representation in compliance with HUD and Washington state department of commerce requirements.
- E. The board shall serve without compensation.
- E. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members. At least one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty member, reservist, or guard member serving in the Inland Northwest.

((F))G. In addition to the areas listed above, all board members must have a passion for service and social justice.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date