

**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!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, SEPTEMBER 19, 2016

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 BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

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

TOWN HALL/LEGISLATIVE SESSION—6:00 P.M.
NORTHEAST COMMUNITY CENTER
4001 NORTH COOK, SPOKANE, WA

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. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|------------------------------------|------------------------------|
| 1. Consultant Agreement with Community Champions to provide a vendor to manage outreach to banks/loan servicers of foreclosure property, collect annual registration fees, and maintain real-time bank registration information accessible to City staff—\$250,000.
Melissa Wittstruck | Approve | OPR 2016-0705
BID 4246-16 |
| 2. Low Bid of Bacon Concrete, Inc. (Spokane, WA) for Citywide ADA Ramp Upgrade—\$415,218.10. An administrative reserve of \$41,521.80, which is 10% of the contract price, will be set aside. (Various Neighborhoods)
Dan Buller | Approve | PRO 2016-0034
ENG 2015162 |
| 3. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2016-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |

- b. Payroll claims of previously approved obligations through _____, 2016: \$_____. CPR 2016-0003
4. City Council Meeting Minutes: _____, 2016 Approve All CPR 2016-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

TOWN HALL SESSION

(6:00 P.M.)

(Council Reconvenes at the Northeast Community Center)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENT

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENT

RECOMMENDATION

Office of Police Ombudsman Commission: One Re-
appointment

Confirm CPR 2015-0034

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

TOWN HALL FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35435 amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$16,000;

TO: Contractual Services, same amount.

(This action provides funding for the City of Spokane-Eastern Washington University Research Partnership on Race and Officer-Initiated Civilian Contacts.)

Council President Stuckart

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0074 Regarding the division of the current Nevada-Lidgerwood Neighborhood Council into two new recognized Neighborhood Councils.
Rod Minarik

RES 2016-0075 Calling for the updating of City policies to implement the anti-harassment policy recommendations contained in the Seabold Group report.

Council Member Stratton

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 19, 2016
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The September 19, 2016, Regular Legislative Session of the City Council is adjourned to September 26, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
09/19/2016

Date Rec'd	8/15/2016
Clerk's File #	OPR 2016-0705
Renews #	

Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	MELISSA X6087	Project #	
Contact E-Mail	MWITTSTRUCK@SPOKANECITY.ORG	Bid #	4246-16
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1200 COMMUNITY CHAMPIONS CONSULTANT AGREEMENT		

Agenda Wording

Consultant Agreement with Community Champions provides a vendor to manage outreach to banks/loan servicers of foreclosure property, collect annual registration fees, and maintain real-time bank registration information accessible to city staff.

Summary (Background)

The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee, loan servicer, trustee, etc, not the mortgagor. The cloud-based electronic registry implements SMC 17F.070.520 through outreach to lienholders with registration requirements and documents, fee collection, remits city portion of fees, maintains database.

Fiscal Impact		Budget Account	
Revenue	\$ 250,000.00	#	1200-30210-99999-34199-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TRESKO, SUZANNE	Study Session	Planning & Economic
Division Director	MALLAHAN, JONATHAN	Other	8-15-16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	mwittstruck	
For the Mayor	WHITNEY, TYLER	htrautman	
Additional Approvals		mhughes	
Purchasing	WAHL, CONNIE	sblasie@cchampions.com	
		ckline	
		hwhaley	
		tprince; msloon	

BRIEFING PAPER
Foreclosure Property Registry Consultant Agreement
Office of Neighborhood Services-Code Enforcement
August 15, 2016

Subject

The Consultant Agreement with Community Champions provides the city with vendor that will manage outreach to banks and loan servicers of properties in default, collect annual registration fees, and maintain real-time bank registrations of those properties in the cloud.

Background

The purpose of the Foreclosure Property Registry Program is to take a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. Ideally, it will divert properties from the Building Official hearing process. The annual registration fee is paid by the mortgagee, loan servicer, trustee, etc - not the mortgagor.

The cloud-based electronic registry will facilitate implementation of the ordinance through outreach to lien-holders with registration requirements, registration documents, annual fee collection and remittance of the city portion of the fee, database maintenance, and deregistration validation.

Code Enforcement has received estimates of 1600 active foreclosures in the City of Spokane; the current method of maintaining a spreadsheet of registrations is labor intensive, static, and does not have an outreach program. There are approximately 530 current registrations to maintain. The fee is not being collected at this time.

The intent of the Registry is to “catch” foreclosure properties early before the asset becomes devalued through deterioration or destruction of building systems and reduce negative impacts to the surrounding neighborhood. The Registry has already proven useful to Police and Fire in identifying responsible parties for public safety incidents, and to Utilities for identifying potential illegal water turn-ons and collection notification. Registry data will be accessible to identified city staff with a password.

Impact

Foreclosure properties are overwhelming the Building Official substandard conditions hearing process – over 75% of the 110 active properties are foreclosure. The sheer number of foreclosure properties exposed to deterioration or breach by unauthorized individuals in the community cannot be effectively handled through it. Knowing which properties are in foreclosure is great advantage as the properties are most often vacant, untended, and vulnerable to nuisance activity. Diverting these properties to the Registry should help by quickly and effectively providing notices to the lien holder, reserving the hearing process for substandard buildings as intended by the SMC. Cloud-based access to registry data will provide dynamic ownership, foreclosure status, and local contact information for Code Enforcement, Police, Fire, and Utilities.

Funding

The Foreclosure Registry Program is funded by the annual per property registration fee. The \$350 fee provided in the Spokane Municipal Code (SMC) 17F.070.520 covers the costs of the electronic registry vendor (\$100), city monitoring vendor required by the SMC (\$114 per property per year), and city administration of the program.



City of Spokane

CONSULTANT AGREEMENT

Title: FORECLOSURE PROPERTY REGISTRY

This Agreement is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **Community Champions Corporation**, whose address is 2725 Center Place, Melbourne, Florida 32940 ("Consultant").

Recitals:

WHEREAS, the purpose of this Agreement is to provide a Foreclosure Property Registry Program for the City of Spokane; and

WHEREAS, residential properties in various stages of the foreclosure process exist in several neighborhoods throughout the City of Spokane; and

WHEREAS, many of these properties are not adequately maintained by the owner or by the lender or loan servicer who is a party of interest responsible for the property; and

WHEREAS, non-resident lenders and mortgagees may have little if any, interest in preventing properties which are in a stage of mortgage default or the foreclosure process from becoming a focal point for crime, graffiti, deterioration, or from becoming a factor in the reduced property values of the adjacent properties; and

WHEREAS, the City of Spokane's Comprehensive Plan emphasizes the importance of neighborhoods to the character, integrity, functionality, vibrancy, and resilience of our City and its people; and

WHEREAS, the City of Spokane seeks to reduce the number of abandoned or foreclosed buildings, homes or properties, and, through collection of a registration fee ("Fee"), which would finance the registration and monitoring of these properties, to proactively deter vandalism and detect decay, thereby protecting the quality/value of the building, home or property, and the integrity of the area in which it is located; and

WHEREAS, properties which are, or are soon to be, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they

are located, and on the general well-being of the City, community and its residents, authority for this Foreclosure Property Registry is provided for under RCW 35.80.010; and

WHEREAS, consistent monitoring of these properties would serve as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the property values intrinsic to the area in which it is located. Certain registration, monitoring, and other requirements may be imposed on the owners or lien holders of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City, community, and its residents; and

WHEREAS, the Consultant was selected from a City solicitation - Request for Proposal (RFP) # 4246-16; and

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The Term of this Agreement begins within thirty – sixty (30-60) days of execution of this Agreement, and ends on September 30, 2018, unless amended by written mutual agreement, in the form of an Amendment to this Agreement or terminated earlier under the provisions herein. Agreement renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. Upon satisfactory completion of the services contemplated under this Agreement, the term may be extended upon mutual agreement of the parties for three (3) additional one-year Agreement periods, with the total Agreement Term not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon approval of the Spokane City Council and receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work of this Agreement shall be performed in accordance with the Consultant's Scope of Services submitted to the City in response to the *Request for Proposal (RFP) #4246-16*, Attachment A, the City's RFP # 4246-16, Attachment B, and the Consultant's question and answer clarification regarding the scope of services emailed April 22, 2016, described in Attachment C, which are attached to and made a part of this Agreement and the time scheduled for completion of such Work deliverables by Consultant shall be as follows:

Consultant shall establish and maintain a Foreclosure Property Registry Program ("Program") with web-based registration that results in a fully functional and integrated process for the City in accordance with the Consultant's Scope of Services submittal in response to the City's *Request for Proposal (RFP) # 4246-16*. The Program shall include outreach and solicitation, database maintenance, notification, Fee collection and remittance.

Consultant shall have in place a Program that is fully functional and includes an integrated process including the onboarding of the City's current Registry contents as described in Consultant's submittal within seven (7) days of entering into this Agreement with the City provided the existing Registry contents are in an acceptable format.

The Consultant shall provide Program and enforcement "best practice" updates to continuously improve Program performance and desired outcomes as stated in Consultant's submittal. The Consultant shall provide a minimum of one (1) onsite visit to Spokane, Washington, at no additional charge to the City for training, and to meet with City staff and officials to provide a more in depth view of the benefits of this Foreclosure Property Registry

proactive Program.

OUTREACH AND REGISTRATION

Consultant shall establish an outreach matrix and distribute solicitations to lending institutions, national property preservation companies, and other research teams whom report to the industry, along with local real estate associations, and homeowner associations or other responsible parties for registering properties that meet City of Spokane criteria codified under Spokane Municipal Code (SMC) 17F.070.520, and as amended from time to time. The Program process shall include mechanisms to update property sales, transfer of loan servicing, and any other activity resulting in changes to the party responsible as well as a current local contact; including deregistration of those specific properties achieving lawful occupation status. Consultant shall obtain and be solely responsible for payment of (if necessary) all public record data, reviews, default filing, satisfactions, dismissals, transfers, etc., and identify foreclosure sales in order to continuously update the Program database.

Consultant outreach shall be designed to hold responsible parties accountable (banks and mortgage services) to register and monitor their foreclosures/bank owned/vacant properties as well as encouraging registration compliance. Consultant solicitations to lending institutions shall include at a minimum Program registration fields complying with the requirements of SMC 17F.070.520, as amended from time to time, including but not limited to: notice of registration fees, compliance dates, and penalties for failure to ensure compliance. The Consultant will provide Program registrant's with process, procedural training as necessary, and overall support for the Program registration process.

In accordance with the Consultant's submittal to the City's *Request for Proposal (RFP) # 4246-16* the Consultant will:

1. Identify foreclosure properties within the City of Spokane, Washington and the mortgagee that holds a mortgage on real property, which has declared its mortgage to be in default.
2. Notify mortgage holder of its requirement to register properties with mortgages declared to be in default with the Program, within ten (10) days of identifying the obligation of the mortgagee to register the property. The mortgagee is required to register according to timelines pursuant to SMC 17F.070.520..
3. Provide mortgage holder and/or vacant property owner detailed instructions on how to register the property in this Program, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the Program registry of the property.
4. Train and provide support with the responsible person for the lender to electronically register the information in the Program.
5. Develop, design, and maintain, through the duration of the Agreement, a web-based Program that affords all mortgage holders the opportunity to go online and register, modify, update, and request de-registrations of foreclosure properties as required by SMC 17F.070.520. Provide the City of Spokane free access to, and training on the Program and connected reporting tools, as well as the provision of any necessary website and reporting tools to adequately support the City of Spokane.
6. Collect the Fee authorized by SMC 08.02.0675 on behalf of the City, and remit to the City the difference between the Fee and the Vendor's commission pursuant to said Program.
7. Provide the record of foreclosure properties, with mortgages declared to be in default, that have not been registered with the Program, and the current status of the Program process for each property.
8. Provide the financial accounting of property registrations identifying those in compliance with the

City's SMC 17F.070.520., as well as those properties not meeting its financial and other obligations.

A. DATABASE

The Program shall be accessible to authorized/designated City of Spokane employees, solely updated continuously, and maintained by the Consultant electronically. Consultant shall collect and upload the executed mandatory City authorization to trespass form, Attachment E, particularly required of bank-owned properties, and the executed voluntary abatement form, Attachment D, that are provided with Program registrations, as provided for in SMC 17F.070.520 and as amended from time to time. The Consultant shall provide Program database training and support to City of Spokane employees, including training that covers future updates to the Program system.

In accordance with the Consultant's submittal to the City's *Request for Proposal (RFP) # 4246-16* the Consultant will:

1. Identify properties that are subject to a mortgage and are involved in a foreclosure action or whereby a mortgagee has taken title to a property through a foreclosure action or deed-in-lieu of foreclosure sale.
2. Provide GIS processed data and stand-alone applications including comprehensive mapping capabilities. GIS shapefiles shall be available to the City at no cost.
3. Notify the City of potential add-ons that allow event tracking; these features shall not be automatically engaged without prior notice and approval.
4. Allow batch payment option to Program registrants.
5. Provide automated receipt, confirmation, and other Program notifications.
6. Implementation of citizens request function will occur concurrent with the City of Spokane providing a hyperlink on their web page(s) directing registrants and other interested parties to the Community Champions proCHAMPS foreclosure registration application.
7. Notify responsible parties of new Program registration requirements when necessary.

Program Registrations shall include:

- i. Property Address, parcel ID, etc...
- ii. Local agent; name, contact, address, telephone, fax, email.
- iii. Mortgagee; name, contact, address, telephone, fax, email.
- iv. Servicer; name, contact, address, telephone, fax, email.
- v. Occupancy status.
- vi. Signed voluntary abatement form if provided. Attachment D
- vii. Signed mandatory authorization to trespass form from bank-owned properties and others if provided. Attachment E
- viii. Any trustee sale notification.
- ix. Last inspection date with occupancy status.
- x. Property Management Company; name, contact, address, telephone, fax, email.
- xi. Mailing addresses shall not be a Post Office Box; a street address must be provided.
- xii. All registration information, including signed trespass and authorization forms, shall be stored, available to and accessible by the City's authorized users at all times for download from the Consultant's web registration Program online site.

In accordance with the Consultant's submittal to the City's *Request for Proposal (RFP) # 4246-16* the Consultant will:

- i. Set up a mailbox group for lender and other interested party correspondence. All direct correspondence will be sent to the email address, copying all individuals including Executive staff, the elected data team, technical support and the City legal department. The mailbox group email address for the City will be Spokane@cchampions.com.
- ii. All City staff and officials will have the ability to access the proCHAMPS application with their own ID and passwords. The City will designate a preferred business day to receive the email management implementation report and/or via a re-occurring scheduled conference call.
- iii. Website training can be scheduled by emailing training@cchampions.com.

The Consultant will:

- i. Provide web-based proCHAMPS applications and electronic database for City staff use.
- ii. Cite the City's SMC 17F.070.520, as amended from time to time, to responsible parties.
- iii. Collect the Program registrations and registration data.
- iv. Audit the Program registration data to ensure parcel County accuracy.
- v. Collect the annual Fee.
- vi. Manage Fee refund policies in collaboration with the City.
- vii. Scrub the data monthly for accuracy, tracking, and status changes. Regularly report and/or communicate to City staff, registrants, and other industry related parties.
- viii. Remit Fee revenue and additional reporting for compliance with audit and accounting purposes.

B. REPORTING

Consultant's Program reporting shall begin with weekly conference calls and/or detailed email reporting with Consultant's Executive staff. Reporting will include registration status and "best practices" involving all Program communications, processes/procedures, and timelines. Detailed and customized reporting of both registered Program properties and potential properties needing Program registration can be created and are available online in .cvs or .xls status at no additional cost to the City.

Consultant's creation of this Program is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Program Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

The Consultant will be reimbursed as follows: Consultant shall collect the annual Fee as provided for under SMC 17F.070.520, or as amended from time to time. Consultant shall charge each applicant no more than the amount currently prescribed per property under SMC 8.02.0675, or as amended from time to time, in order to register all mortgagees or owners who comply with SMC 17F.070.520. Consultant shall retain **one hundred and no/100 dollars (\$100.00)** of each Fee collected and **shall remit to the City the balance of each Fee in excess of one hundred and no/100 dollars (\$100.00)**, no later than the fifteenth (15) day of each month via ACH, wire, or check.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED AND NO/100 DOLLARS (\$100.00.) PER REGISTRATION**, unless modified by a written amendment to this Agreement.

The City has capped year-over-year Vendor price escalators on multi-year contracts to a maximum of two and nine tenths percent (2.9%) per annum.

5. SUBCONSULTANTS AND SUBCONTRACTOR.

This Agreement is between the Consultant and the City. The City is not responsible for payment to any of the Consultant's subconsultants, subcontractors or employees.

6. PAYMENT PROCEDURES.

The Consultant shall submit documentation of Fees collected and apportioned for City remittance, as well as Consultant's commission retention each month. Remittance shall be made to the City, by the Consultant, accompanied by appropriate supporting documentation containing the information listed below:

Documents shall be submitted to:

ACCOUNTING DEPARTMENT
CNS Division Accountant
808 West Spokane Falls Blvd
Spokane, WA 99201

Invoices under this Agreement shall clearly display the following information

- Invoice Date and Invoice Number
- OFFICE OF NEIGHBORHOOD SERVICES AND CODE ENFORCEMENT
- City Project Coordinator: **Melissa Wittstruck**
(Please do not put PM's name in the address portion of the invoice)
- Contract Title: Foreclosure Property Registry Program
- Period covered by the invoice
- Address of Properties Registered
- The following Sub-Contractor payment information will be provided (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Contractors for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Contractors (list separate totals for each Sub-Contractors).

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor 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.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Melissa Wittstruck, Project Coordinator CODE ENFORCEMENT DEPARTMENT 6 th Floor – City Hall 808 West Spokane Falls Blvd Spokane WA 99201	Consultant Contact: David Mulberry President/CEO Consultant Name: Community Champions Corporation Consultant Address: 2725 Center Place Melbourne, FL 32940

10. SOCIAL EQUITY REQUIREMENTS.

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant 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 Consultant.

11. INDEMNIFICATION.

The Consultant releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of the Consultant's performance or nonperformance of the services to be provided under this Agreement attributable to the acts or omissions, willful misconduct, or breach of this Agreement by the Consultant, subconsultants, its servants, agents, officers or employees. The Consultant's obligations shall not be eliminated or reduced by any alleged negligence on the part of the City. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract price reflects this negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

12. INSURANCE.

The Contractor 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, namely the City's *Request for Proposal (RFP) # 4246-16*. The policies shall be issued by insurance 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.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;
- i. Acceptable supplementary Umbrella insurance coverage combined with the Consultant's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records that relate to the subject matter of this Agreement. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to one year after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement. Such audits are at no cost to the City.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the

City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE (SMC 1.04A).

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04A. The Consultant shall advise their Consultant Workers.
- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this

Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City at no cost to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to: your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: Consultant shall respond to public records requests received by the City within three (3) business days of notification to Consultant of the request. The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's Foreclosure Property Registry

performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

23. TERMINATION.

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

25. INTERLOCAL COOPERATION ACT.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Consultant may accept or decline such Work. If the Consultant accepts work from another public agency using the City of Spokane Agreement as the authority, the Consultant shall offer the same prices, terms and conditions. The City of Spokane accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the

contents.

- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CONSULTANT

By David Mulberry 9/2/2016
Signature Date

David Mulberry
Type or Print Name

President/CEO
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are a part of this Agreement:

Attachment A. Consultant's submittal in response to City's *Request for Proposal (RFP) # 4246-16*

Attachment B. City's *Request for Proposal (RFP) # 4246-16*

Attachment C. Consultant's Q & A clarification regarding scope of services - emailed April 22, 2016

Attachment D. *Voluntary Abatement Form*
Attachment E. Mandatory Authorization to Trespass

16-621



Agenda Sheet for City Council Meeting of:
09/19/2016

Date Rec'd	8/29/2016
Clerk's File #	PRO 2016-0034
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015162
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - LOW BID AWARD - BACON CONCRETE, INC.		

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Spokane, WA) for Citywide ADA Ramp Upgrade - \$415,218.10. An administrative reserve of \$41,521.80, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On August 29, 2016 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of \$415,218.10, which is \$79,962.60 or 23.85% over the Engineer's Estimate; Two other bids were received as follows: Cameron-Reilly, LLC - \$452,358.00; and William Winkler Company - \$479,831.17.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 456,739.90	#	3200-49835-42800-54201-99999
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 9/12/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	WHITNEY, TYLER	mhughes@spokanecity.org	
<u>Additional Approvals</u>		kkeck@spokanecitylorg	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	
		kbustos@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
September 12, 2016

Subject:

Citywide ADA Ramps (2015162)

Background:

This project constructs ADA ramps throughout the city with remaining 2004 street bond funds. This project is phase 1 of a planned two phase project.

Ramp locations were selected by council members in conjunction with Integrated Capital Management.

Please refer to attached exhibits.

Impact:

This project will require lane closures but in general adjacent streets will remain open

Public outreach consisted of letters to adjacent property owners.

Construction is expected to start this year but may or may not be completed this year.

Action:

The engineer's estimate for the project is \$335,000. We expect to forward a recommendation to award to Council on Sep. 12, 2016.

Funding:

This project is paid with remaining 2004 street bond funds.

Pedestrian Priority Zones/ 2016 Curb Ramp Projects: District 1

- Potential Curb Ramp Projects
- Pedestrian Priority Zones

Rowan Ave. & Helena St.
All Corners Replaced

Everett Ave. & Pittsburg St.
All Corners Replaced

Everett Ave. & Helena St.
All Corners Replaced

Montgomery Ave. & Columbus St.
All Corners Replaced

Augusta Ave. & Dakota St.
NE & SE Replaced



Pedestrian Priority Zones/ 2016 Curb Ramp Projects: District 2

Potential Curb
Ramp Projects

Pedestrian Priority Zones

9th Ave. & Perry St.
SW Corner Replaced

16th Ave. & Mt Vernon St.
NE & SE Corners Replaced

17th Ave. & Cook St.
Replaced by other cont

25th Ave. & Monroe St.
NW, NE, SW Corners, SW Sidewalk

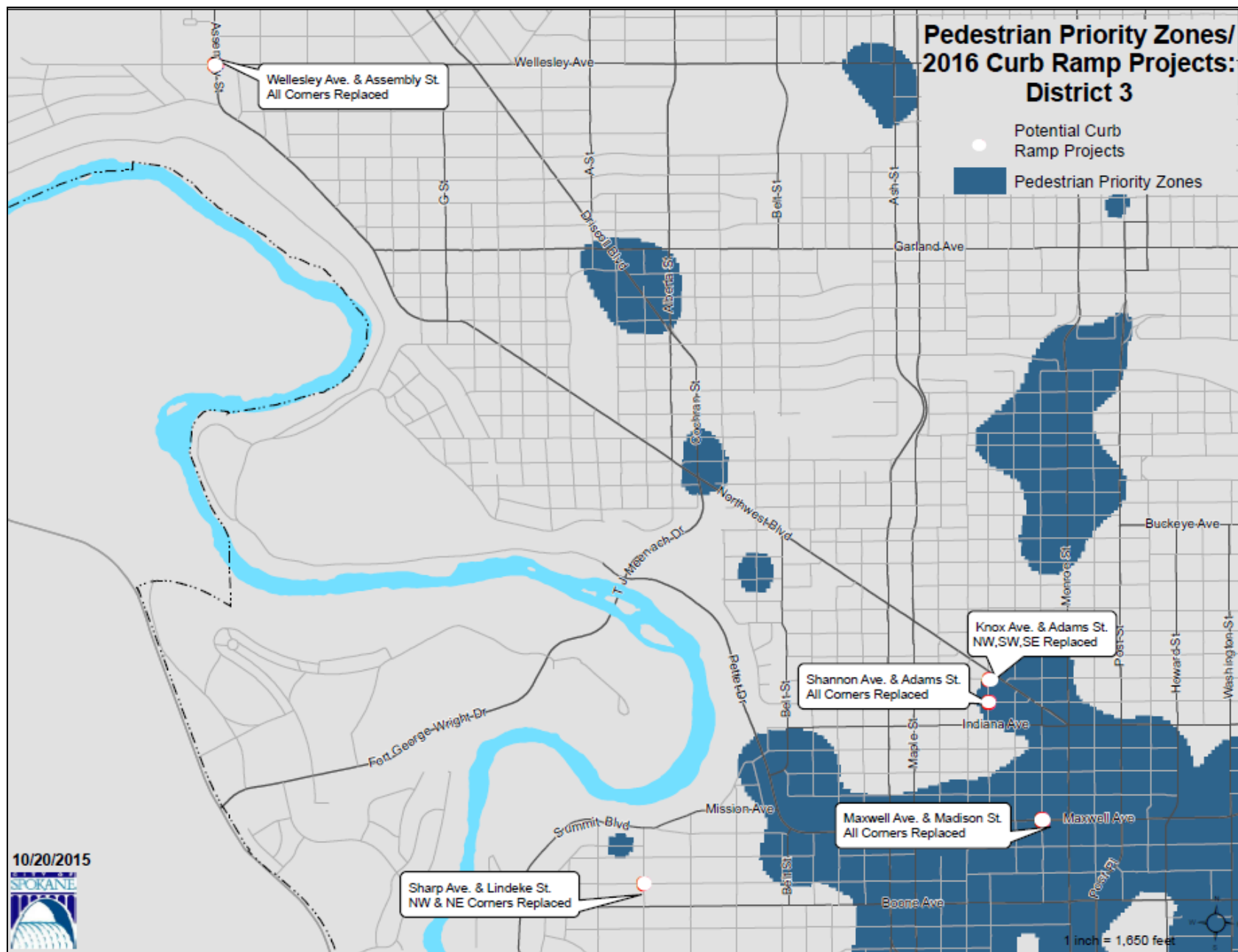
26th Ave. & Monroe St.
NW, SE & SW Corners Replaced

30th Ave. & Lamonte St.
Completed under CD Sidewalk

10/20/2015



1 inch = 1,500 feet



City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2015162

Project Description 2016 Citywide ADA Ramp Upgrade

Funding Source Local

Preparer Mark Melnick

Original Date 6/13/2016 9:49:27 AM

Update Date 8/29/2016 1:32:15 PM

Addendum

Project Number: 2015162			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	500.00	*****	500.00	*****	515.00
103	POTHOLING	5 EA	400.00	2,000.00	150.00	750.00	300.00	1,500.00	550.00	2,750.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	11 EA	500.00	5,500.00	400.00	4,400.00	450.00	4,950.00	525.00	5,775.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	3,000.00	*****	4,000.00	*****	7,200.00
106	MOBILIZATION	1 LS	*****	21,933.00	*****	24,000.00	*****	26,826.60	*****	35,500.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	16,000.00	*****	31,200.00	*****	25,000.00
108	SEQUENTIAL ARROW SIGN	240 HR	5.00	1,200.00	4.00	960.00	5.00	1,200.00	3.85	924.00
109	AIR OR HYDRO EVACUATION	9 EA	500.00	4,500.00	600.00	5,400.00	800.00	7,200.00	720.00	6,480.00
110	TREE PRUNING	6 EA	250.00	1,500.00	475.00	2,850.00	600.00	3,600.00	580.00	3,480.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	100.00	*****	6,000.00	*****	6,000.00	*****	9,580.00
112	REMOVE EXISTING CURB	1294 LF	6.00	7,764.00	10.00	12,940.00	12.00	15,528.00	9.00	11,646.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1220 SY	9.00	10,980.00	15.00	18,300.00	12.00	14,640.00	23.25	28,365.00
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	10 EA	500.00	5,000.00	650.00	6,500.00	850.00	8,500.00	785.00	7,850.00

Project Number: 2015162			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

115	REMOVE EXISTING <12 IN. DIAMETER PIPE	12 LF	10.00	120.00	20.00	240.00	50.00	600.00	140.50	1,686.00
116	SAWCUTTING CURB	130 EA	6.00	780.00	25.00	3,250.00	30.00	3,900.00	25.75	3,347.50
117	SAWCUTTING RIGID PAVEMENT	3942 LFI	1.50	5,913.00	1.50	5,913.00	1.00	3,942.00	1.20	4,730.40
118	SAWCUTTING FLEXIBLE PAVEMENT	6307 LFI	1.00	6,307.00	1.50	9,460.50	1.00	6,307.00	0.35	2,207.45
119	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	450.00	900.00	400.00	800.00	850.00	1,700.00	950.00	1,900.00
120	CSTC FOR SIDEWALK AND DRIVEWAYS	90 CY	50.00	4,500.00	70.00	6,300.00	70.00	6,300.00	166.50	14,985.00
121	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28	2280 SYI	12.00	27,360.00	12.20	27,816.00	16.50	37,620.00	15.05	34,314.00
122	PAVEMENT REPAIR EXCAVATION INCL. HAUL	571 SY	18.00	10,278.00	25.00	14,275.00	30.00	17,130.00	19.60	11,191.60
123	CEMENT CONCRETE CURB WALL	80 LF	15.00	1,200.00	50.00	4,000.00	70.00	5,600.00	57.30	4,584.00
124	RECONSTRUCT CONCRETE CURB WALL	1 LS	*****	1,500.00	*****	1,500.00	*****	750.00	*****	758.73
125	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	300.00	300.00	400.00	400.00	500.00	500.00	403.00	403.00
126	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	350.00	350.00	300.00	300.00	500.00	500.00	403.00	403.00
127	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	3 EA	500.00	1,500.00	400.00	1,200.00	500.00	1,500.00	475.00	1,425.00
128	CATCH BASIN TYPE 1	8 EA	1,800.00	14,400.00	2,600.00	20,800.00	2,500.00	20,000.00	3,182.00	25,456.00
129	CATCH BASIN TYPE 2	1 EA	2,100.00	2,100.00	3,200.00	3,200.00	2,600.00	2,600.00	3,222.00	3,222.00
130	CATCH BASIN TYPE 3	4 EA	2,200.00	8,800.00	4,000.00	16,000.00	2,800.00	11,200.00	3,120.00	12,480.00
131	REPLACE EXISTING BRICK CONE WITH PRECAST CONCRETE CONE	1 EA	1,200.00	1,200.00	700.00	700.00	1,000.00	1,000.00	2,100.00	2,100.00

Project Number: 2015162			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

132	VALVE BOX AND COVER	1 EA	400.00	400.00	450.00	450.00	400.00	400.00	316.75	316.75
133	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	15 EA	400.00	6,000.00	500.00	7,500.00	650.00	9,750.00	650.00	9,750.00
134	TRENCH DRAINS	1 LS	*****	1,500.00	*****	1,150.00	*****	3,000.00	*****	2,905.58
135	CLEANING EXISTING DRAINAGE STRUCTURE	9 EA	300.00	2,700.00	500.00	4,500.00	400.00	3,600.00	385.53	3,469.77
136	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	19.00	190.00	20.00	200.00	50.00	500.00	75.00	750.00
137	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	24.00	240.00	30.00	300.00	40.00	400.00	75.00	750.00
138	IMPORTED BACKFILL	10 CY	40.00	400.00	35.00	350.00	40.00	400.00	75.00	750.00
139	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	500.00	*****	450.00	*****	10.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	84 LF	50.00	4,200.00	60.00	5,040.00	65.00	5,460.00	92.00	7,728.00
141	PLUGGING EXISTING PIPE	1 EA	200.00	200.00	200.00	200.00	250.00	250.00	935.00	935.00
142	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,200.00	*****	500.00	*****	1,650.00
143	ESC LEAD	1 LS	*****	800.00	*****	1,000.00	*****	750.00	*****	1,230.00
144	INLET PROTECTION	31 EA	80.00	2,480.00	75.00	2,325.00	100.00	3,100.00	95.50	2,960.50
145	TOPSOIL TYPE A, 2 INCH THICK	303 SY	4.00	1,212.00	15.00	4,545.00	25.00	7,575.00	26.00	7,878.00
146	SOD INSTALLATION	303 SY	7.00	2,121.00	18.00	5,454.00	16.00	4,848.00	20.00	6,060.00
147	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,000.00	*****	4,000.00	*****	5,000.00	*****	3,322.00
148	CEMENT CONCRETE CURB	1241 LF	12.00	14,892.00	27.00	33,507.00	22.00	27,302.00	23.18	28,766.38
149	CEMENT CONC. CURB AND GUTTER	334 LF	18.00	6,012.00	35.00	11,690.00	30.00	10,020.00	23.00	7,682.00
150	CEMENT CONCRETE DRIVEWAY	29 SY	35.00	1,015.00	60.00	1,740.00	100.00	2,900.00	50.17	1,454.93

<i>Project Number:</i> 2015162			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

151	CEMENT CONCRETE DRIVEWAY TRANSITION	9 SY	30.00	270.00	60.00	540.00	100.00	900.00	42.93	386.37
152	CEMENT CONC. SIDEWALK	1531 SY	45.00	68,895.00	45.00	68,895.00	50.00	76,550.00	48.11	73,656.41
153	RAMP DETECTABLE WARNING	480 SF	20.00	9,600.00	20.00	9,600.00	20.00	9,600.00	20.00	9,600.00
154	SIGNING, PERMANENT	1 LS	*****	21,000.00	*****	20,500.00	*****	19,600.00	*****	22,870.00
155	REMOVAL OF EXISTING PAVEMENT MARKINGS	633 SF	4.50	2,848.50	6.20	3,924.60	6.55	4,146.15	7.60	4,810.80
156	PAVEMENT MARKING - DURABLE HEAT APPLIED	717 SF	10.00	7,170.00	11.00	7,887.00	11.25	8,066.25	13.00	9,321.00
157	PAVEMENT MARKING - PAINT	124 SF	1.00	124.00	3.75	465.00	4.00	496.00	4.50	558.00
<i>Schedule Totals</i>				335,255.50		415,218.10		452,358.00		479,831.17

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	335,255.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	335,255.50
Bacon Concrete Inc	415,218.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	415,218.10
Cameron-Reilly LLC	452,358.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	452,358.00
William Winkler Compa	479,831.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	479,831.17

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$415,218.10	\$335,255.50	23.85	% Over Estimate
Bid Totals	\$415,218.10	\$335,255.50	23.85	% Over Estimate



Agenda Sheet for City Council Meeting of:
09/19/2016

Date Rec'd	9/1/2016
Clerk's File #	CPR 2015-0034
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 REAPPOINTMENT OF LADD SMITH TO THE OPO COMMISSION		

Agenda Wording

Re-appointment of Ladd Smith to the Office of Police Ombudsman Commission, for a three year term from 9/15/16 - 9/15/19.

Summary (Background)

Re-appointment of Ladd Smith to the Office of Police Ombudsman Commission, for a three year term from 9/15/16 - 9/15/19.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	COTE, BRANDY	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		bcote@spokanecity.org	
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			



Agenda Sheet for City Council Meeting of:
09/19/2016

Date Rec'd	8/31/2016
Clerk's File #	ORD C35435
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6258	Project #	
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	0320 - EBO FOR EWU RESEARCH ON DISPROPORTIONALITY OF POLICE		

Agenda Wording

This emergency budget ordinance would transfer \$16,000 from unappropriated reserves to Council contractual account to fund EWU research on disproportionality of contacts in the Spokane Police Department.

Summary (Background)

Since July, 2013 Dr. Ed Byrnes of EWU has worked with Capt. Arleth (SPD) to develop and implement a data collection protocol to assess the relationship between civilians' race, their contacts with SPD officers, and the outcomes of these contacts. Additional study is proposed to analyze newly collected data, deepen the analysis to include results at the neighborhood level, and include multivariate analyses to identify factors contributing to searches, arrests and officer-initiated use of force.

Fiscal Impact		Budget Account	
Expense	\$ 16,000	#	0100-99999-99999
Revenue	\$ same amount	#	0320-36100-11600-54201
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	
Division Director		Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35435

An Ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C35322, as above entitled, and which passed the City Council November 23, 2015, 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:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 16,000</u>
TO:	0320-36100	General Fund – City Council	
	11600-54201	Contractual Services	<u>\$ 16,000</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 provide funding for the City of Spokane-Eastern Washington University Research Partnership on Race and Officer-Initiated Civilian Contacts; 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:
09/19/2016

Date Rec'd	9/6/2016
Clerk's File #	RES 2016-0074
Renews #	

Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	ROD MINARIK 625-6737	Project #	
Contact E-Mail	RMINARIK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0550 DIVISION OF NEVADA-LIDGERWOOD NEIGHBORHOOD COUNCIL		

Agenda Wording

Members of the Nevada-Lidgerwood Neighborhood Council (NC) have agreed to create two new NCs from within its current boundaries. The NC north of Francis Ave. will be named Shiloh Hills. South of Francis will be called Nevada Heights.

Summary (Background)

Because of its large geographical boundaries, current members of the Nevada-Lidgerwood NC felt that by dividing the NC at Francis Ave., membership would better identify with the 'new' NCs. During the past year, discussions were held at public events, and public meetings were held where the proposed change was voted and approved, draft bylaws were adopted, and officers and steering committee identified.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TRESKO, SUZANNE	Study Session	CHE 8/22/16
Division Director	MALLAHAN, JONATHAN	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	htrautman@spokanecity.org	
For the Mayor	WHITNEY, TYLER	bmyers@spokanecity.org	
Additional Approvals		rminarik@spokanecity.org	
Purchasing			

RESOLUTION NO. 2016-0074

A resolution regarding the division of the current Nevada-Lidgerwood Neighborhood Council into two new recognized Neighborhood Councils.

Whereas, Section 73 of the City Charter and SMC 4.27.010 provide that the initial boundaries of a neighborhood council shall remain fixed for one year period upon initial recognition by the City Council after which a neighborhood council may propose an amendment to its boundaries to the Community Assembly for its review and recommendations; and

Whereas, because of its large geographical boundaries, current members of the neighborhood council felt that by dividing the neighborhood council at Francis Ave. membership would better identify with the 'new' neighborhood councils; and

Whereas, members of the Nevada-Lidgerwood Neighborhood Council have agreed to create two new neighborhood councils from within its boundaries; and

Whereas, during the past year, discussions were held at public events, and public meetings were held where the proposed change as set forth in the attached map, was voted and approved, draft bylaws were adopted, and officers and steering committees identified;

Be it resolved by the City Council for the City of Spokane that the Nevada-Lidgerwood Neighborhood Council be divided at Francis Ave. with the newly created neighborhood council north of Francis Ave. named Shiloh Hills and the Neighborhood Council south of Francis Ave. will be called Nevada Heights.

Passed by the City Council this ____ day of September, 2016.

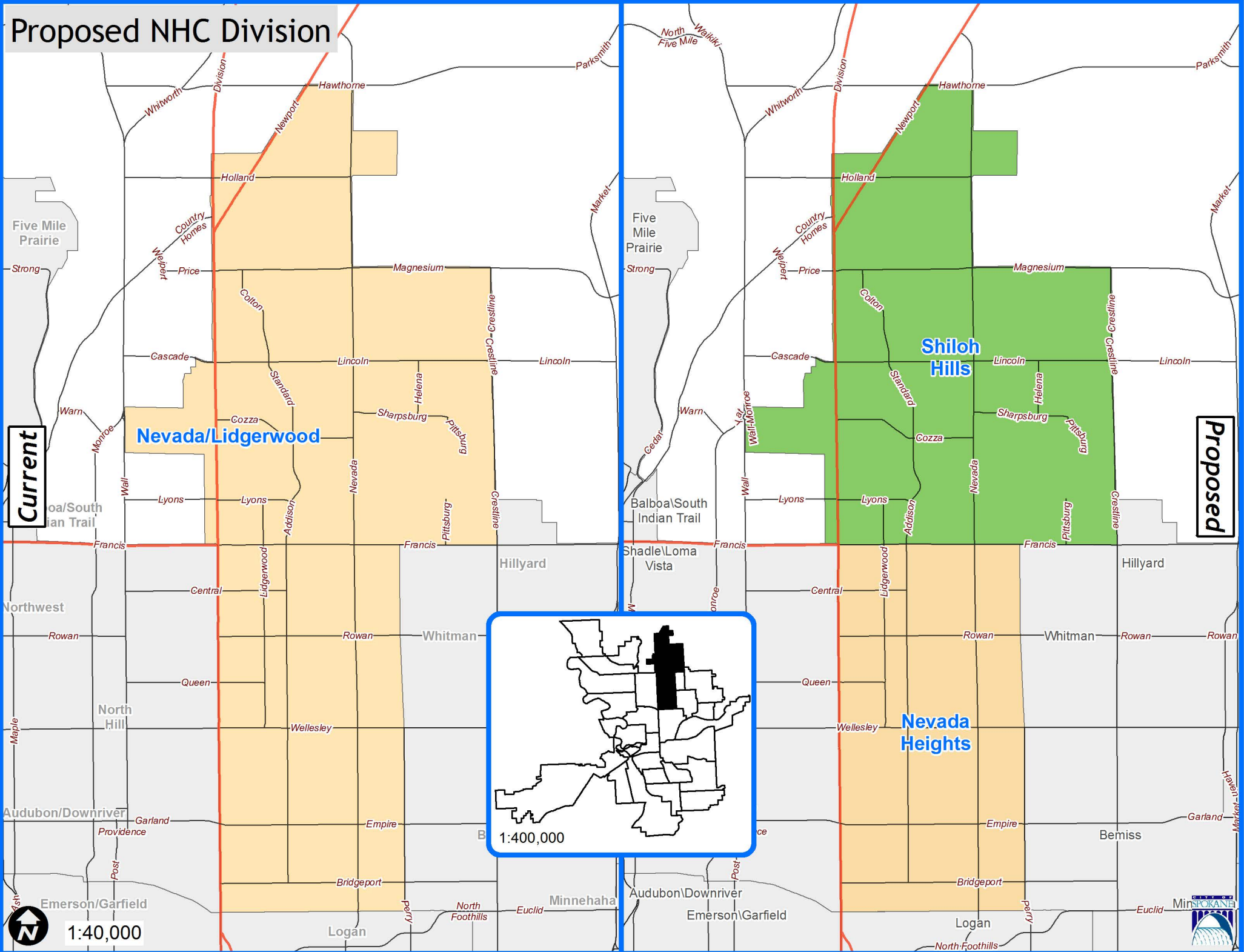
City Clerk

Approved as to form:



Assistant City Attorney

Proposed NHC Division





Agenda Sheet for City Council Meeting of: 09/19/2016

<u>Date Rec'd</u>	9/7/2016
<u>Clerk's File #</u>	RES 2016-0075
<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>	KAREN STRATTON 6291
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - A RESOLUTION ADOPTING THE SEABOLD REPORT'S POLICY RECOMMENDATIONS

Agenda Wording

This resolution adopts the policy recommendations of the Seabold Group's report and seeks administration efforts to implement the policy recommendations.

Summary (Background)

The Council President and the Mayor jointly agreed to hire the Seabold Group to conduct an independent investigation concerning the end of Chief Straub's tenure and to make policy recommendations to help keep the City in line with best practices and evolving standards. The resulting report contains several recommendations for changes to the City's anti-harassment and sexual harassment policies, which must be implemented to ensure we have a just and safe workplace.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE - 9-12-2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2016-0075

A Resolution calling for the updating of City policies to implement the anti-harassment policy recommendations contained in the Seabold Group report.

WHEREAS, the Council President and the Mayor jointly agreed to hire the Seabold Group to conduct an independent investigation concerning the end of former Police Chief Frank Straub's tenure with the City and to make policy recommendations to help keep the City in line with best practices and evolving standards; and

WHEREAS, accordingly, the Seabold Group's report contains several recommendations for changes to the City's anti-harassment and sexual harassment policies; and

WHEREAS, the creation and implementation of clear and well-crafted anti-harassment and sexual harassment policies are critical to ensuring a just and safe workplace.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council completely endorses, accepts, and approves the Seabold Group Report's anti-harassment and sexual harassment policy recommendations, specifically:

1. Amend the City's anti-harassment policy and complaint procedure to ensure that it contains:

- A clear explanation of prohibited conduct;
- An assertion that employees who make complaints of harassment or provide information related to such complaints will be protected against retaliation;
- A clearly described complaint process that provides accessible avenues of complaint;
- Assurance that the City will protect the confidentiality of harassment complaints to the extent possible;
- A complaint process that provides a prompt, thorough, and impartial investigation; and
- Assurance that the employer will take immediate and appropriate corrective action when it determines that harassment has occurred.

2. Amend the City's sexual harassment policy and the Spokane Police Department's sexual harassment policy to ensure that they are consistent and in conformity with best practices by ensuring that:

- Every sexual harassment allegation is responded to in some manner.
- Key terms like "complaint" and "investigate" are clearly defined.
- Different levels of investigation (i.e. a preliminary inquiry vs. a formal fact-finding) can be undertaken by the City.

- Internal processes and guidelines the City will follow when employees make complaints of potential violations to supervisory or managerial staff are clearly stated, including the formation of a formal investigation process having five stages: 1) intake, 2) scoping, 3) investigating, 4) reporting results, and 5) follow-up and closure.
- The City describes how employee complaints will be received, the roles and responsibilities of individuals who receive complaints, who will have the authority to investigate the complaint or refer it for informal resolution, and a description of the investigative process that will be followed in the event that a complaint is referred for a formal investigation.
- Processes and procedures for all investigations are consistently followed.
- The City implements a “case team” approach to handling concerns raised by staff. The “case team”, including the HR Director or designee, a lawyer from the City Attorney’s Office, and a division supervisor or manager, would be responsible for intake, scoping, and assigning an investigator if it is determined that an investigation is warranted. The case team would also be responsible for overseeing the investigation, determining whether a written report is necessary, reviewing the investigation report, making disciplinary recommendations if warranted, and overseeing the debriefing of the parties and closure of the investigation.
- Investigations are conducted in a prompt, thorough, and impartial manner.
- All personnel are adequately trained on the latest policy and future updates; including, an understanding of staff’s responsibilities under the policy, how to raise concerns, and a general idea of what staff can expect in response from the City when concerns are raised.
- Employees understand that they have the obligation to report behavior under the policy if they experience or witness harassment in the workplace.
- The appropriate City personnel (city administrator, directors, supervisors, HR staff, and members of the City Attorney’s office with responsibility for overseeing investigations) undergo training related to the new internal guidelines and procedures. Those who have responsibility for conducting investigations should be experienced and receive ongoing training.
- Every complaint is documented, even if it does not result in an investigation. The case team’s reasons for referring or not referring a matter for investigation should also be documented.
- If a matter is referred for investigation, an investigation file is maintained. The scope of the investigation is documented, as are all investigation interviews are also documented. The original documentation is preserved and becomes part of the permanent investigation file.
- Clear confidentiality guidelines are in place to inform the parties to an investigation that the City will maintain the confidentiality of employee complaints to the extent possible and consistent with state and federal law; however, the City cannot guarantee confidentiality.

BE IT ALSO RESOLVED that the City Council requests that the City administration act immediately to update the City’s anti-harassment and sexual

harassment policies in line with the recommendations contained in the Seabold Group report and specifically outlined in this Resolution.

BE IT FURTHER RESOLVED that the City Council requests that the Mayor provide to the appropriate Council committee a briefing of each policy change to be made in response to this Resolution and the Seabold Group Report prior to implementing the change.

Passed by the City Council this ____ day of September, 2016.

City Clerk

Approved as to form:

Assistant City Attorney