

**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, MARCH 13, 2017

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

**CITY COUNCIL CHAMBERS
CITY HALL**

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

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. 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. Increase purchase amount with Roadwise Inc. (Tacoma, WA) for Liquid Deicer (BO 100224) for the 2016-2017 snow season—increase of 2000 tons: \$331,720. Total Contract Amount: \$1,658,600.
Gary Kaesemeyer | Approve | OPR 2016-0912 |
| 2. Low bids meeting specifications with: | Approve
All | |
| a. Bud Clary Chevrolet (Longview, WA) for five Chevrolet Silverado 4x4 Crew Cab Pickup Trucks—\$191,239.30 (incl. tax).
Dave Stockdill | | OPR 2017-0151
BID 4334-17 |
| b. Wendle Motors (Spokane, WA) for the purchase of two Ford Escapes—\$46,482.88 (incl. tax).
Steve Riggs | | OPR 2017-0152
BID 4329-17 |
| 3. Purchase from Goodyear Commercial Tire & Service Centers (Spokane, WA) of Duraseal tires on an as needed basis using Washington State Contract #01712—\$385,000 (incl. tax).
Steve Riggs | Approve | OPR 2017-0153 |

- | | | | |
|----|--|----------------|------------------------------|
| 4. | Purchase of ITRON Automated Meter Reading equipment and Encoder Receiver Transmitters without public bidding on an as needed basis for a four year period using Resolution 2016-0047 declaring ITRON a sole source and authorizing future purchases through March 15, 2021—annual expenditure \$600,000 (incl. tax).
Loren Searl | Approve | OPR 2017-0154 |
| 5. | Contract with Journal Technologies, Inc. (Logan, UT) for annual support and upgrades of Justware Case Management Software and annual subscription of Business Intelligence from April 1, 2017 through March 31, 2018—\$113,816.48 (incl. tax).
Michael Sloon | Approve | OPR 2016-0267 |
| 6. | Contract with Safway Services, LLC, (Spokane Valley, WA) for scaffolding services for scheduled outages, emergency outages and other scaffolding as needed for the Waste to Energy Facility from April 1, 2017 through March 31, 2018—\$300,000 (excl. tax).
David Paine | Approve | OPR 2017-0155
RFB 4308-16 |
| 7. | Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2017 through December 31, 2017—\$141.11 per hour revenue.
Brian McGinn | Approve | OPR 2016-0307 |
| 8. | Low Bid of (to be determined at bid opening to be held on March 6, 2017 (City, ST) for Sprague Avenue Rebuild (Phase I) Helena Street to Stone Street—\$_____ (plus tax). An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. | Approve | PRO 2017-0011
ENG 2014080 |
| 9. | One-year Contract Extensions with: | Approve
All | |
| | a. Evoqua Water Technologies, LLC (Sarasota, FL) to supply Bioxide® from April 1, 2017 through March 31, 2018—\$184,405.55 (Second of three one-year renewal options)
Mike Coster | | OPR 2014-0451 |
| | b. Polydyne, Inc. (Riceboro, GA) to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility from March 1, 2017 through February 29, 2018—\$291,121.97. (Second of three one-year renewal options)
Mike Coster | | OPR 2014-0297
BID 3979-13 |
| | c. Kemira Water Solutions, Inc. (Spokane, WA) for liquid aluminum sulfate from April 1, 2017 to March 31, 2018—\$1,313,802.55. (Fourth of four one-year renewal options) Mike Coster | | OPR 2013-0213
BID 3902-13 |

- | | | |
|---|-----------------------------------|---------------|
| 10. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2017-0002 |
| 11. City Council Meeting Minutes: _____, 2017. | Approve
All | CPR 2017-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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)

OPEN FORUM

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance #C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency" and appropriating funds in:

ORD C35483 **Rental Rehabilitation Fund**
FROM: Unappropriated Reserves, \$950,000;
TO: Contractual Services, \$950,000.

(This action is necessary to accommodate an anticipated \$1.75 million loan for the rehabilitation of the Ridpath, as funds were not included in the budgeted expenditures for 2017.)

Jonathan Mallahan

ORD C35484 **Accounting Services Fund**
FROM: Interfund Finance, \$67,900;
TO: Various Accounts, same amount.

[This action creates an additional Accounting Clerk position (from 13 to 14) to support Fire Department operations.]

Tim Dunivant

NO EMERGENCY ORDINANCES**RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0018 Establishing a joint partnership for identifying resources and utilizing best practices to remove snow and ensure mobility during winter weather events.
Council Member Waldref
- ORD C35480 Relating to commercial vehicles; adopting a new section 16A.44.100 of the Spokane Municipal Code; and renaming chapter 16A.44 of the Spokane Municipal Code.
Council Member Kinnear
- ORD C35481 Relating the crime of vehicle trespass; enacting a new section 10.12.065 of the Spokane Municipal Code.
Council Member Kinnear
- ORD C35482 Relating to the enforcement of extreme risk protection orders; amending section 10.07.020 of the Spokane Municipal Code; enacting new sections 10.07.022 and 10.07.024 of the Spokane Municipal Code; and re-numbering section 10.07.021 of the Spokane Municipal Code.
Council Member Kinnear

NO FIRST READING ORDINANCES**NO SPECIAL CONSIDERATIONS****NO HEARINGS**

Motion to Approve Advance Agenda for March 13, 2017
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The March 13, 2017, Regular Legislative Session of the City Council is adjourned to March 20, 2017.

NOTE: The March 20, 2017, 3:30 p.m. Briefing will be held in City Council Chambers. The March 20, 2017, 6:00 p.m. Legislative Session will be a Town Hall Session held at the East Central Community Center, 500 S. Stone Street.

NOTES



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/28/2017
Clerk's File #	OPR 2016-0912
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	RE#18433

Submitting Dept	STREETS
Contact Name/Phone	GARY KAESEMEYER 232-8810
Contact E-Mail	GKAESEMEYER@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET INCREASING PURCHASE AMOUNT FOR LIQUID DEICER

Agenda Wording

Increasing purchase amount for Liquid Delcer - BO 100224 - for the 2016-2017 snow season - Roadwise Inc.(Tacoma, WA) - 2000 tons = \$331,720.00

Summary (Background)

On 11/28/17 City Council approved the purchase of 8000 tons of Liquid Delcer from Roadwise Inc. accessing Wa State Contract #02714 - \$1,326.880.00(OPR 2016-0912). Due to the extreme weather experienced this snow season (2016-2017) the Street Department needs to purchase more Liquid Deicer. This material is used by the Street Department during the winter months to aid in snow and ice removal.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 331,720.00	#	VARIOUS
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KAESEMEYER, GARY	<u>Study Session</u>	PWC 2/27/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>		TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	ASCHEK	
<u>Additional Approvals</u>		GKAESEMEYER	
<u>Purchasing</u>	PRINCE, THEA	TAXES & LICENSES	

BRIEFING PAPER
Public Works Committee
Street Department
February 27, 2017

Subject

Increase the purchase amount for liquid deicer for the 2016 – 2017 snow season. Continue using the Washington State Contract # 02714 for liquid deicer (liquid magnesium chloride). The low bidder is Roadwise, Inc. Tacoma, WA.

Background

Due to the extreme weather experienced this snow season (2106 - 2017), the Street Department is seeking approval to purchase more liquid deicer.

This material is used by the Street Department during the winter months to aid in snow and ice removal. This State contract was originally bid in 2014; therefore we are in third renewal of the possible five (5) renewals per the contract language.

The City of Spokane has a clause in the State contract that states the supplier must deliver the product to our existing storage facility in the northeastern portion of the City and also provide us with access to a supplier owned storage facility in the eastern portion of the City with a minimum of 120,000 gallons. The site that has and is being provided is at the railroad yards at Havana and Sprague. This is the same site we have used for the past several years.

This year's average price for deicer is \$165.86 per ton, including tax. Originally we received approval to purchase 8000 tons at an approximate cost of \$1,326,880 including tax. We are now asking to increase this quantity by 2000 tons (\$331,720) for the remainder of this snow season. The total approval for deicer for this snow season would be 10,000 tons at an approximate cost of \$1,658,600 including tax.

Impact

The total increased cost to the Street Department as noted above will be approximately \$331,720.

Action

Recommend approval.

Funding

At this time the additional funding for this deicer will come from the materials budget within the Street Department's 2017 budget.



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/28/2017
Clerk's File #	OPR 2017-0151
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4334-17
Requisition #	RE #18429

Submitting Dept	FIRE
Contact Name/Phone	DAVE STOCKDILL 625-7000
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0440 -FIRE PURCHASE OF CHEVROLET SILVERADO PU TRUCKS

Agenda Wording

Low bid meeting specifications by BUD CLARY CHEVROLET (LONGVIEW, WA) for five (5) Chevrolet Silverado 4x4 Crew Cab Pickup Trucks - \$191,239.30 including sales tax

Summary (Background)

On 2/20/17 sealed bids were opened to provide the City of Spokane Fire Department with five (5) or more 2017 Chevrolet Silverado 4x4 PU Trucks. Four (4) bids were received. The Wa State contract is the low bidder for Chevrolet PU Trucks as spec'd. Two other bids were received for Ford PU Trucks but the department desires to purchase Chevrolet PU trucks to match the trucks they recently purchased for ease of service and maintenance. These trucks will become ARUs.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 191,239.30	#	5901-79125-94000-56404
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PSC - 1/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	dstockdill	
<u>Additional Approvals</u>		taxes & licenses	
<u>Purchasing</u>	PRINCE, THEA		

Briefing on Fire Department Items for Public Safety Committee Meeting January

Agenda Items

Upcoming Agenda Items

CCC Contract:

Attached Contract & Description

ARU Purchase

The purchasing department will be moving a request forward for purchase of five pickup trucks to become the ARU's in 2017. These vehicles are planned in the SIP and will accommodate the new personnel in Stations 1, 2, 4, 11 and 13. Their presence will allow a two-person EMS response instead of large fire apparatus and grow the organization's on-duty strength to seventy-one per shift from sixty one and add over 25% response capacity. The vehicles will be Chevrolet heavy duty pickup trucks and are specified to be the same as the rest of the fleet for ease of service and maintenance. *(Contact: Division Chief David Stockdill)*

Updates and Information:

Alternative Destination and Alternative Transportation Project

The Alternative Destination/Alternative Transportation pilot project, known as the "Ride to Care" program is active as of **Monday January 16, 2017**. This program was designed after the Mayor's Task Force Recommendation. This program intends to demonstrate:

1. Paramedics and EMT's possess the skill and knowledge to distinguish between acutely ill people and those with low acuity conditions; and
2. People with low-acuity conditions can be transported by a non-emergency medical transportation service to an Urgent Care clinic. Prior to the start of the program, low acuity patients have been transported in an ALS ambulance to a local Hospital Emergency Department.

Ride-to-Care improves the individual's overall experience with the health care system by getting the right person, to the right resource in the right amount of time. The strain that low acuity conditions place on emergency care resources (EMS, Ambulance and Emergency Departments) continues. Wait times for being seen at the hospital for low acuity conditions can be lengthy. Due to lengthy wait times, citizens leave the emergency department out of frustration and forego care that may be needed.

As of this morning (11/25), there are eight citizens who voluntarily opted in to the "Ride-to-Care" program based on the assessment findings of Spokane Fire Department personnel. This includes the following complaints:

- Shocked by a power cord complaining of pain in the hand;
- Dizziness and vertigo for fourteen months with stable vital signs;

Briefing on Fire Department Items for Public Safety Committee Meeting January

- Generalized weakness for several days with stable vital signs;
- Sprained ankle;
- Shoulder pain after a fall; no indication of dislocation or deformity;
- Stubbed toe with a non-infected blister also anxiety;
- Chronic knee pain resulting from a knee injury five years ago; stable vital signs, no new trauma; and
- A minor, non-suturable hand laceration with no indication of infection;

Hiring Plan:

Recruit Academy 2017-1 Interviews begin December 12 and Academy starts March 27th
The class demographics include 36 White (not of Hispanic origin); 1 Black, 34 Males; 2 Females; 1 Black, 32 Non-veterans; 5 Veterans

Lateral Class 2017-1 Interviews begin December 12 and Orientation Starts March 21
9 White (not of Hispanic origin), 8 Males; 1 Females, 8 non-veterans; 1 veteran
(Contact: Deputy Chief Robert Ladd)

Annual Stroke Data

Stroke, along with major trauma and heart attack, is a major contributor to death and disability among older adults. The SFD's EMS System plays an important role in the care of Stroke patients through early recognition of stroke patients, early notification of the hospital and timely transport of the stroke patient to the most appropriate hospital. The Spokane Fire Department has several clinical key performance indicators (KPI's) associated with Stroke patients. The Stroke KPI's mirror the State of Washington's clinical KPI's for stroke and are attached for the Council's information. (Contact: Integrated Emergency Medical Mgr Mike Lopez)

Summary of Changes to CCC Member Agency Agreement

Background:

In the mid 1990's after a number of discussions and a great amount of committee work, Fire Agencies in Spokane County reached an agreement to merge the 4 fire/ ems dispatch centers within the County into a single operation. The Parties agreed to form the CCC with Dispatch Services being provided by the Spokane Fire Department through contracts for service. The initial contract, approved by the 19 political jurisdictions involved, was signed in 1996 and was for a 10 year period. The number of jurisdictions declined down from 19 due to several fire district consolidations and the fact that Stevens County Fire District 1 transferred services to Stevens County Sheriff in August 2002, due to their inability to receive a strong enough radio signal because of FCC regulation modifications.

The contract that outlines the provisions under which the CCC was originally formed and operated, expired in 2006. The Spokane Fire Department and the CCC Policy Board members that represented the participating agencies reviewed the original contract, identified necessary changes and took it to their respective elected bodies for approval. The renewed Interlocal agreement was for 10 years from December 31, 2006.

Since the renewed Interlocal was to expire at the end of 2016, SFD and CCC reps began meeting in early 2016 to work on the renewal of the CCC Interlocal. General agreement was arrived on most all matters with the exception of the Funding Formula. Work on the funding formula continued on into the later part of 2016. Spokane Valley Fire Department took exception to the proposed rate structure submitted by the City and decided that they did not want to enter into a longer term agreement at this time. Based on that fact, the CCC Board created two (2) different categories of CCC Agencies:

- Member Agencies – those who enter into a longer term agreement – 5 years
- User Agencies – those who enter into a month to month agreement

The majority of the modifications to the interlocal that were made by the CCC Board will apply to those who chose to enter into the **Member agency** agreement. Rates for Member agencies will be lower and the City of Spokane is paying an increasing percentage of the total CCC cost, each year of the Agreement period.

Those who choose to be **User agencies** will have less flexibility in their agreement and will pay higher rates - last year's rates. User agencies will not be able to hold a place on the CCC Board.

Recommended Modifications to **Member Agency** Interlocal:

The parties understood at the beginning of this review that changes would be needed because there were a number of provisions in the latest contract that were no longer applicable. Other changes have been identified due to the construction and implementation of the new Countywide radio system (owned and operated by Spokane Regional Emergency Communication System – SRECS) plus operational and policy issues that have arisen in the last 10 years.

Below is a section by section summary of the proposed changes to the new agreement. Throughout this summary, the following terminology has been used to identify what has occurred and the extent of the changes.

Added – New language to the contract

Modified – Changes in existing contract language

Removed – Changes recommended to be removed from new contract

No change – No changes are recommended to the contract

★ Substantive change – Identified in the left column by the star. ★

A reason for the each change has also been included for each modification.

Note: Throughout the document, the previously used term “contract” was changed to “agreement”. Similarly, the term “CCC Manager” was changed to “Fire Communications Center Division Chief”. Other changes including grammatical, format, clarifications and definitions, were made by Legal. Said changes do not change the intent of the agreement and are not detailed in the summary below.

CCC Member Agency Agreement Review

Opening:

Removed Valley Fire Department as member agency.

Reason: VFD desires month to month agreement and will be a User Agency.

★ Changed term “User” to “Member” (note: this change is throughout document).
Reason: Member agency is designator for agency with longer term (5 year) agreement.

Part B:

- ★ 1. Function of the Combined Communication Center – Removed: Language that would not allow the CCC to dispatch for any law enforcement agency.
Reason: In lieu of the outright denial of other future opportunities, this language was deleted and a new Section 20: Opportunities, was added.
- ★ Terminology regarding User Agency – Added: Language that specifies how User Agency can become Member Agency.
Reason: There are now two (2) categories of Agencies. “Members” have longer term agreements and “Users” are month to month.
2. Terminology regarding SRECS – Added: Language that refers to equipment owned by SRECS.
Reason: Since SRECS is now the owner of the new countywide radio system, this clarification is needed to the section.
- 3(a) Non-System Equipment definition – Added: Language that defines the type of radio equipment referred to in the definition.
Reason: Clarification.
- 3(b) Initial System Equipment Definition – Removed: Language no longer needed.
Reason: Old radio system is no longer in place.

3(c) Replacement System Equipment Definition – Added: Language to clarify that the section is referencing equipment that is not the responsibility of SRECS.
Reason: Clarification.

3(d)(2) Dissolution of Agreement Definition – Removed: Language that referred to initial system equipment which is no longer relevant.
Reason: Initial system no longer in place.

★ 4. CCC Policy Board – Added: Language that allows the CCC Policy Board to change the Quorum.
Reason: It was necessary to have the flexibility to modify the number of members needed for a Quorum so the business of the CCC Board could continue if all of the positions of the CCC Board were not filled. This would allow a modification to occur without going back through the entire process of changing the agreement by 15 agencies.

4(d)(2) Capital expense – Added: Term “unbudgeted” to correct the intent of the section and minor language to better define the intent.
Reason: Clarification.

4(d)(2) Note – Added: Language about SRECS and other agency costs for clearer understanding.
Reason: Clarification.

4(d)(3) Major Capital Expense – Removed/Added: Rewrote the section and added a definition for clearer understanding of intent.
Reason: Clarification.

4(f) Review job description – Added: Word “consequently” to make the section clearer.
Reason: Clarification.

4(h) Review staffing levels – Added: Language to make the section clearer.
Reason: Clarification.

4(n) Establish and provide – Added: Language “CCC portion of the” to make section clearer.
Reason: Clarification.

4(o) Approve the radio – Added: Language to make the section clearer.
Reason: Clarification.

5. CCC Policy Board Members – Added/Removed: Language to make the section clearer.
Reason: Clarification.

★ CCC Policy Board Members – Added/ Modified: Language to clarify that only “Member” Agencies can have representatives on the CCC Board.
Reason: To accommodate the two types of Agencies and reflect that User agencies cannot have representatives on the CCC Board.

6. CCC Policy Board Meetings – Added/Removed: Language to make the section clearer.
Reason: Clarification.

8(m) Media alert – Removed: No longer provided.
Reason: System no longer used.

8(o)-8(p)-8(q)-8(r) – Added/Removed: Language to make the sections clearer.
Reason: Clarifications.

★ 9(b) Staffing – Added: Language that allows CCC staffing to be modified with 2/3 or 66% majority of the CCC Board.
Reason: Ability to modify staffing without having to go through an entire Agreement change process for all 15 agencies.

9(d) Equipment & Services – Added/Removed: Language about Next Gen 9-1-1; number of consoles; and other modifications to make the sections clearer.
Reason: Clarifications and greater flexibility based on future technology.

★ 10 CCC Performance Criteria – Modified – Language modified to stipulate that the performance measures can change with approval of 2/3 or 66% of Board. Further, for Life Threatening calls the performance measure remains at 60 seconds, but all other calls the measure is at 90 seconds. Both, 90% of the time.
Reason: Nationally recognized performance standard has changed and this modification will bring agreement in line. Allowing Board to modify performance measures, provides greater flexibility without requiring changes to go through an agreement modification process.

10(f) CCC Performance Criteria – Added: Language that stipulates a timeframe in which CCC leadership responds to requested changes by Parties.
Reason: To provide expectations of when Parties who request changes, will get a response and updates from CCC leadership.

★ 11. Cost of CCC Services – Added/Removed – Added: Chart showing 2017 agency costs. Removed Annual CCC Cost Determination language.
Reason: To address change in philosophy regarding Cost determination for CCC Services.

Cost of CCC Services – Added: Language that indicates that Member Agency rates could change if any agency receiving CCC services should terminate their services from the City.
Reason: Recognition to all parties that rates could change if a CCC agency leaves the CCC.

★ 11. Cost of CCC Services – Added: New language outlining that the Parties will hold work sessions in 2017 to discuss options for the replacement fund and issues related to the replacement fund.
Reason: To achieve better understanding and direction on the CCC Replacement fund.

★ 11. Cost of CCC Services – Added: New language outlining that the Parties will continue to negotiate in good faith during calendar year 2017 in an effort to reach an agreement that is acceptable to all parties.
Reason: To achieve a longer term agreement.

11. Cost of CCC Services – Change in Level of Service – Added: Language to better understand the intent of the section.
Reason: Clarification.
11. Annexation or Partial Merger – Added: Language to capture on-going process being used.
Reason: Clarification.
- 12(c) CCC Fund Accounting and Audit – Added: Language to make the section clearer.
Reason: Clarification.
- ★12(d) Annual True Up of Unexpended CCC Funds – Added: New language that outlines the process to return Unexpended CCC funds (not including Replacement Funds) to Parties based on their percentage of total payment based on a decision annually by the CCC Board.
Reason: To establish a process to return Unexpended CCC funds to Parties unless certain conditions exist: Amount is less than \$10,000, and/or Fund Balance (not including Replacement Funds) is needed to fund an operational reserve of 30% of current CCC Budget.
13. Administrative Fee – Removed: No longer utilize this process.
Reason: No longer applicable.
14. Payment to CCC Fund – Added/Removed: Language updating the billing process for CCC users.
Purpose: Clarification and adding flexibility to the billing process.
- 15(c) Run card – Added/Removed: Language to update wording.
Purpose: Clarification.
- 16 Cooperative Development Requirements – Added/Removed: Language updated to reflect the requirements of the CCC agencies.
Purpose: Clarification/ Update.
- ★ 17(a) Insurance – Added/Modified: Changed General Liability limit from \$1 million to \$1.5 million and added language regarding acceptable supplementary Umbrella insurance.
Purpose: Since the last agreement, the City's (who is self-insured) deductible (called "Self-Insured Retention Value" under this type of insurance scenario) has been elevated to \$1,500,000 from the \$1,000,000 it was previously. Thus, in order to have sufficient coverage to reach that large deductible value, the current General Liability Insurance coverage limits are placed at the \$1.5 MM.
- 17(b) Insurance – Added: Language "upon request" to specify when Users had to show proof of insurance.
Purpose: Clarification.
19. Disclosure of Records – Added: Language to include "Retention" of records and that the process for doing so would comply with State and Federal Public Records laws.
Purpose: Update section to stipulate compliance with State and Federal laws.

- ★ 20. Term – Added/Removed: Language to move from a 10 year term agreement, to an agreement that is automatically renewed year to year, with a formal review at least once every five (5) years.

Purpose: Many agreements have moved to a continuous model versus one with a defined term. This allows the avoidance of a formalized renewal having to be processed by all of the users, if the provisions of the agreement are acceptable and do not need to go through a formal process just because a term has expired.

- ★ 20. Opportunities – Added New Section: Language that allows the CCC to consider other organization structure opportunities that could be of benefit to the public and current Users. The section contains criteria that is to be considered and the CCC Board approval process.

Reason: Looking to the future.

- ★ 21(b) Termination by User – Modified/Added/Removed: Revised approach for “Members” to be able to terminate participation in the CCC. During 2017, in order to separate, User must give notice by June 30th. The terminating User will forfeit claim to any and all existing CCC Funds at the time of departure unless otherwise provided for in the agreement.

Reason: When the initial CCC agreement occurred, Users felt there needed to be a significant impact on other Users who might leave and place financial burden on those remaining in the CCC. Now that the CCC has been operational for 20 years and on a more solid foundation, the Section is being updated.

Termination by User/Member – Added: Language that clarified that if a Member leaves, they forfeit any and all rights to CCC Funds except unexpended operational funds as outlined in the agreement.

Reason: Clarify that leaving members only have rights to unexpended operational funds and no other CCC Funds.

26. Substantive Breach by the City –Removed: Reference to Section 4 because it was listed in error.

Reason: Correction of a mistake.

29. Modification of Agreement – Added/Removed: Language to make the section clearer.

Reason: Clarification.

Signature Pages – Removed: Valley Fire Department signature page since they are choosing to be a User versus a Member agency.

Reason: To align the signature pages of the agreement based on VFD decision.

Appendix A–Operational Concept for Centralized Fire Services Dispatch and Communications

Dispatch and Paging System – Added/Removed: Language to reflect changes in the system since the new CAD and Countywide radio system were put in place.

Reason: Clarification/ Update.

Primary Radio Channels/ Frequencies – Added/Removed: Language to reflect changes in the system since the new Countywide radio system was put in place. Section now includes Tactical channels as well.

Reason: Clarification/ Update.

Tactical Radio Channel/ Frequencies – Removed: Consolidated with section above.
Reason: Simplification of document.

Appendix B – Alarm Volumes of CCC Users for CY 2005

Modified: Updated the incident volumes for each agency to their 2015 numbers.
Reason: Necessary for costing formula.

After filing, return to:
City Clerk
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

City Clerks No. _____

INTERLOCAL AGREEMENT (ILA) COMBINED COMMUNICATIONS CENTER (CCC)

THIS INTERLOCAL AGREEMENT (ILA) is between the CITY OF SPOKANE, a Washington State municipal corporation as ("City"), and SPOKANE COUNTY FIRE PROTECTION DISTRICTS 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, and the CITIES OF AIRWAY HEIGHTS, CHENEY, AND MEDICAL LAKE, WASHINGTON, as ("Member"). Hereafter individually referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane operates a Combined Communications Center ("CCC") which provides fire service dispatch, communications and associated services to the various fire service departments of the region; and

WHEREAS, in accordance with the provisions of the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

-- Now, Therefore,

The parties hereby agree as follows:

Part A. Purpose and Intent

The purpose and intent of this ILA is to set forth the terms and conditions for the provision of fire service dispatch, communications and associated services by the City to the Member.

It is intended that this ILA, which is created and entered into in a spirit of cooperation, equity, fairness and mutual benefit, provide the terms and conditions which maintain these principles with both parties.

Part B. Terms and Conditions of ILA

1. Function of the Combined Communication Center

The CCC will provide fire service communications, dispatch and associated services as set forth or provided for herein below to the Member and to other local fire protection authorities or other fire and/or EMS agencies with which the City agrees to contract with the concurrence of the CCC Policy Board.

Any local fire protection authority or other fire or EMS agency wishing to secure the services of the CCC shall enter into an agreement with the current ILA Members and the City for those services. Approved additional agencies receiving CCC services will be identified as "Users" and will have different costs and ILA provisions than Members, unless approved as "Members" by 2/3 vote of the CCC Policy Board.

The operational concept for consolidated fire service communications in Spokane County at the time of this ILA is set forth in Appendix A, which is a part of, and shall be considered integral to this ILA.

2. Acquisition and Disposition of Real Property

The site of the CCC shall be the City of Spokane Fire Department Dispatch Center, which is, and shall remain the sole property of the City of Spokane.

The existing sites for system equipment outside of the CCC, which are owned by the Member shall continue to be owned and solely maintained by the Member holding them.

The existing sites for system equipment outside of the CCC which are leased by the Member shall continue to be leased by the Member, but the lease costs shall be part of the CCC expense budget, and shall be reimbursed to the Member out of the CCC Fund.

In addition to equipment, sites, etc... owned and operated by Spokane Regional Emergency Communication Services (SRECS), any additional sites for CCC system equipment deemed necessary by the CCC Policy Board for the assurance of system operation shall be developed, held and maintained by those parties directly using them in accordance with the terms of this Section for existing sites.

3. Acquisition and Disposition of Personal Property

(a) Definitions:

▪ *System Equipment*

All equipment required in the system for the provision of the services set forth in this ILA, including but are not limited to the following: alarm / dispatch center equipment (911, radio consoles, radio transmitters / receivers, recorders, computers and other adjunct and support equipment), as well as the remote radio bases, repeaters and voters required for the receipt of the radio signals from the CCC, by the receiving units of the Member and the transmittal of their radio signals back to the CCC.

▪ *Non-System Equipment*

Radio equipment which is specifically necessary for the inclusion and operation of a single Member (ie: internal fire station equipment; radio systems owned by agencies; etc...).

(b) Replacement System Equipment

Replacement system equipment not the responsibility of SRECS shall be acquired, held, maintained, replaced and disposed of as the common property of the parties. The capital replacement costs of system equipment, not the responsibility of SRECS, shall be shared by Members as provided for in Section 4(d). Maintenance costs shall be included in the totality of the CCC expense budget.

(c) Disposition of System Equipment

(1) Withdrawal of Member

If a Member party elects to terminate participation in this ILA, that party shall be deemed to forfeit any interest in system equipment not provided directly by that party to the system at the inception of the CCC in 1997.

(2) Dissolution of ILA

In the event of a general termination and dissolution of the CCC and this ILA, all system equipment shall be divided among all Member's in proportion to their cumulative payments made under this ILA in the last five (5) years. At the option of the CCC Policy Board, this division may be made as payment to the Member-party of the proportional share of the then-fair-market value of the equipment.

(d) Non-System Equipment

Non-system equipment shall be provided by the Member and maintained solely by that Member in accordance with maintenance standards established by the CCC Policy Board.

4. CCC Policy Board

A CCC Policy Board shall provide oversight, review and direction to the City on the policies, budget and operations of the CCC. The City recognizes the authority of the CCC Policy Board as set forth in this ILA.

Each CCC Policy Board Member (see Section 5) shall have one (1) vote.

A quorum shall be five (5) Members and, a quorum shall be required for any meeting at which action is taken. The quorum may be modified by the CCC Policy Board through a unanimous vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the CCC Policy Board.

Authority, Duties and Responsibilities of the CCC Policy Board

The authority, duties and responsibilities of the CCC Policy Board shall be as follows:

- (a) Review the type and level of service provided by the CCC and assure that it complies with the terms of this ILA.
- (b) Assure that established performance criteria are being met.
- (c) By an affirmative vote by a *two-thirds majority* of the CCC Policy Board, it may, subject to the concurrence of the City Fire Chief:
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.

If an action by the CCC Policy Board under this subsection is unanimous except for the vote of the City Fire Chief, and the City Fire Chief does not concur with and implement the decision, then the City Fire Chief shall provide written notice of non-concurrence to all members of the CCC Policy Board within ten (10) working days of the CCC Policy Board action. The CCC Policy Board shall then meet within twenty (20) working days of the date of said notice from the City Fire Chief to reconsider the decision, and may, by unanimous action less the vote of the City Fire Chief, require the decision to be submitted to arbitration under the provisions of Section 30 of this ILA.

- (d) Review and approve the CCC budget.

The CCC budget shall be prepared and submitted by the City Fire Chief to the CCC Policy Board for its review and approval. The budget presented shall be sufficiently detailed to show the costs attributed to all major expense areas and functions, including the costs charged by the City for administrative, overhead and support services.

The CCC budget shall be approved by simple majority action, except: affirmative action by a *super majority* of the CCC Policy Board is required for the approval of the following:

- (1) A change in the annual budget for the CCC of five percent (5.00%) or more.
- (2) Unbudgeted Capital expense, defined as an equipment expense of Ten Thousand Dollars (\$10,000.00) or more, the cost of which is to be prorated amongst the parties.

The capital replacement costs of dispatch console equipment, computerized dispatch equipment, and any other capital items will be determined by the CCC Policy Board and amortized over its expected useful life. At the direction of the CCC Policy Board, the annual amortization costs may be included in the Estimated Annual Expense of the CCC, and thereby shared proportionally by all Members based on individual agency alarm volume.

NOTE: When SRECS funding is no longer available or agency costs are determined to be agency responsibility, each agency is solely responsible for its own radio maintenance expense and the replacement costs of its portables and mobile radios, base stations and pagers.

- (3) Should a major capital expense occur, the CCC Policy Board will determine if an additional funding of the replacement fund is needed. Major capital expense is defined as a capital improvement project with a total cost comprising ten percent (10%), or more of the annual CCC expense budget for one (1) year (the year it is proposed).

In the event that a CCC budget proposal is disapproved by the CCC Policy Board, the Board shall identify its specific concerns; define acceptable alternative(s), and return the CCC budget proposal to the City Fire Chief for reconsideration. Ten (10) working days shall be allowed for responses in this process, unless additional time is granted upon mutual agreement of the parties. Failure to respond shall be considered deadlock. If agreement cannot be reached (deadlock), the CCC Policy Board or City may request that the CCC budget proposal be submitted to arbitration, provided, that in no event shall the continuing operations and existing funding of the CCC for all Members be interrupted.

- (e) Review proposed personnel costs and provide recommendations to the City on the appropriateness of those costs.

Prior to the beginning of labor negotiations by the City with the bargaining unit representing the employees of the CCC, the CCC Policy Board will meet with the lead City negotiator and the City Fire Chief to review the City's dispatcher-related proposed positions. The City will:

- (1) Allow a reasonable time for the CCC Policy Board to evaluate the positions proposed, and
- (2) Consider in good faith any concerns or suggestions made by the CCC Policy Board, and
- (3) To the extent practical, revise its position consistent with the desires of the CCC Policy Board.

Prior to the finalization of any dispatch labor contract, and at any time during the negotiations as deemed necessary by either party, the same group will meet to be briefed in detail by the City regarding the progress of the negotiations.

- (f) Review the job description of the Fire Communications Center Division Chief at least every two (2) years during the first quarter of that year. The CCC Policy Board shall be consulted on, and consequently approve any proposed substantive change in the job description initiated by any party.
- (g) Ensure that staffing levels outlined in this ILA are met by the City.
- (h) Review staffing levels to determine if staffing needs are appropriate.
- (i) Evaluate appeals of complaints or damages forwarded to them as provided by this ILA or by the policies and procedures adopted by the CCC Policy Board.
- (j) Establish, review and revise as necessary a process, which may include liquidated damages, suspension or termination, to assure compliance with operational policy and procedures by all agencies/parties/Members served by the CCC. The process shall include provisions for non-compliance occurrence and the assessment of liquidated damages for repeat offenses. The established process shall include due process (hearing and appeal) procedures. Remedies prescribed by the CCC Policy Board for non-compliance shall be appropriate to assure correction or non-recurrence.

- (k) Review and approve or disapprove the inclusion of any agency other than a local fire protection authority as a contracting agency for the services of the CCC. The City shall not contract to provide CCC services to any agency other than a local fire protection authority without the concurrence of the CCC Policy Board.
- (l) Review and approve by adoption the systems or plans set forth in Section 15 of this ILA, and subsequently present said systems or plans to all Member agencies for their acceptance.
- (m) Establish procedures for meetings, including the meeting agenda.
- (n) Establish and provide for a backup communications center to the CCC. The costs of equipping and operating the CCC portion of the backup communications center may be included in the CCC budget.
- (o) In cooperation/ coordination with SRECS, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system and the CCC.

The CCC Policy Board may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the City Fire Chief.
- (b) By a *super majority* vote, recommend to the City Fire Chief the removal of the Fire Communications Center Division Chief for cause.
- (c) Provide recommendations to the City Fire Chief on filling a vacancy in the position of Fire Communications Center Division Chief.
- (d) Create an operations committee or other working committees. All committees created by the CCC Policy Board shall be subordinate to, and subject to the direction of the CCC Policy Board.
- (e) Request staff assistance from the City.
- (f) Call for an audit of the CCC Fund at any time.

5. CCC Policy Board Members

The CCC Policy Board will be comprised of eight (8) members as follows:

One (1) representative of the City Fire Department, who shall be the Fire Chief.

Excluding the City Fire Department, one (1) representative of each of the three (3) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) representatives from the Member group (with the exception of the three (3) Member agencies immediately above).

The representatives of the City Fire Department and the three (3) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the three (3) Members with the greatest average emergency incident volume will be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term. The other representatives will serve for two (2) year terms, commencing January 1.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the CCC Policy Board shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of the CCC Policy Board – shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the CCC Policy Board, the make-up of the CCC Policy Board may be modified.

6. CCC Policy Board Meetings

The CCC Policy Board shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the CCC Policy Board will set the agenda for each meeting, provided that the City Fire Chief may place any item on any the agenda. Items may be placed on-the agenda by any Member in accordance with adopted meeting procedures.

The CCC Policy Board shall meet regularly and will determine its own meeting schedule. Board The CCC Policy Board may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

7. Administration and Management of the CCC

The City Fire Chief shall:

- (a) Administer the CCC service contracts between the City and Member parties.
- (b) Administer and manage the CCC.
- (c) Insure the effective and timely implementation of policies adopted by the CCC Policy Board.
- (d) Establish operational policies and procedures for the CCC. The operational policies and procedures must be approved by *super majority* of the CCC Policy Board.
- (e) In consultation with the CCC Policy Board, work with the Civil Service Commission of the City to develop and establish, and subsequently review the job description of the Fire Communications Center Division Chief.

The City Fire Chief may select and appoint a Fire Communications Center Division Chief who shall be a management employee of the City, responsible to the City Fire Chief. If a Fire Communications Center Division Chief is appointed, the City Fire Chief will develop and establish goals and objectives for and provide direction to the Fire Communications Center Division Chief that assures that the Fire Communications Center Division Chief meets the policies and standards established by the CCC Policy Board.

The Fire Communications Center Division Chief will be responsible to the City Fire Chief for CCC operations, including training, work assignments and supervision. Under the direction of the City Fire Chief, the Fire Communications Center Division Chief shall direct and supervise the shift supervisors to insure that policy, procedures, training and discipline are carried out and that coordination of activities occurs to maintain standards as well as meet goals and objectives.

8. Services Provided by CCC

The CCC shall provide the following services, subject to change by the CCC Policy Board with the concurrence of the City Fire Chief, to the contracting agencies:

- (a) Answer 9-1-1 and other emergency telephone calls.
- (b) Process caller information and determine the appropriate response.
- (c) Dispatch the appropriate emergency and support resources. Document information associated with the call for service and response of resources.
- (d) Resource and situation status / tracking.
- (e) Move-up of resources.
- (f) Maintain necessary call back list, and call-back of personnel.
- (g) Answer other communications center related calls.
- (h) Maintain current list of personnel and equipment to carry out activation and performance of the functions of the Spokane County Resource Plan and the Northeast Region and Washington State Mobilization Plans.
- (i) Perform systems testing as established by the CCC Policy Board.
- (j) Liaison and coordination with outside agencies.
- (k) Conduct appropriate announcements / paging.
- (l) Transfer data to stations or other work locations.
- (m) Provide business / pre-plan information to responders as established by the CCC Policy Board.
- (n) Work with City/County GIS and CCC agencies on maintaining a GIS mapping database.

- (o) Assist with sending notifications for emergency staffing.
- (p) Manage back-up data files.
- (q) Maintain logging data for at least ninety (90) days.
- (r) Provide information / data recordings for post incident analysis or incident investigations.
- (s) Record and update local information, e.g., hydrants out of service, controlled burns.
- (t) Monitor weather conditions and adjust responses based on those conditions.
- (u) Maintain and update policies, procedures, administrative orders, and other directives.
- (v) Provide reports regarding services provided to the Member(s).

9. Levels of Service Provided by the CCC

(a) Facilities

- (1) The CCC shall be located at the City Fire Department Dispatch Center. Any move of the operations center that has a financial impact on contracting agencies requires the pre-approval of the CCC Policy Board.
- (2) The designated remote backup fire service communications center shall be determined by the CCC Policy Board. The fair rental value of the space occupied by this backup center shall be included in the expense budget of the CCC.

(b) Staffing

Unless modified by a 2/3 or 66% majority vote of the CCC Board, there will be a minimum of three (3) personnel assigned to the CCC, twenty four (24) hours per day. This minimum will be comprised of two (2) dispatchers and one (1) working shift supervisor.

The Fire Communications Center Division Chief or their designee may augment the staffing level at any other time deemed appropriate.

(c) **Certification**

All dispatcher personnel shall be Emergency Medical Dispatch (EMD) certified.

(d) **Equipment & Services**

The CCC shall:

- (1) Utilize Enhanced 9-1-1 (E-911) as a minimum for as long as Spokane County maintains an E-911 system. Utilize Next Gen 9-1-1 if implemented by 9-1-1. Should the implementation of Next Gen 9-1-1 create a new additional CCC cost, the implementation must be approved by the CCC Policy Board.
- (2) Provide an adequate number of radio consoles with the telephone equipment necessary to receive calls for service and radio and paging equipment capable of dispatching the resources of the contracting Members.
- (3) Provide recording systems for the instant recall of emergency telephone calls and the logging of all radio traffic through the CCC.
- (4) Unless provided by SRECS, maintain the necessary radio and other communications backbone to:
 - (a) Transmit alarms and pages via a paging system.
 - (b) Transmit and receive messages on radio channels/talk groups, at the identified locations.
 - (c) Be responsible for insuring that the established remote back-up center remains operational with telephones, appropriate consoles to dispatch resources, transmitters / receivers to transmit and receive from all contracting agencies, and recording equipment.
- (5) Use Computer Aided Dispatch (CAD) for assisting with dispatch.
- (6) Maintain an Information Management System (IMS) that provides statistical analysis of dispatched incidents. This system shall be available to Members as an option, with each agency to pay for any necessary hardware, software and maintenance cost associated with its use of the IMS.
- (7) Provide copies of recorded and/or documented incident information for agency incidents upon written request of the agency.
- (8) Maintain-logging audio files for a minimum of ninety (90) days or as otherwise required by law.

10. CCC Performance Criteria

The Combined Communications Center will provide services that meet the following basic criteria; provided that exceptions will be allowed for times when the CCC is overwhelmed:

- (a) All 9-1-1 and other emergency phone lines that terminate in the CCC will be answered in a timely manner. All emergency telephone lines will be answered in ten (10) seconds or less, ninety percent (90%) of the time.
- (b) All calls for service that terminate in the CCC and result in a response by a local fire protection authority will be processed and dispatched as follows:
 - i. Life-threatening fire medical and other calls requiring a priority response as determined by the CCC Policy Board-sixty (60) seconds or less ninety percent (90%) of the time.
 - ii. All other calls as determined by the CCC Policy Board – ninety (90) seconds or less ninety percent (90%) of the time.

The measure of this time begins when the call is answered in the CCC, and it includes the interrogation of the caller until sufficient information is gained to permit the accurate and precise dispatch of resources and/or the call is terminated and dispatch of the appropriate resources has been made.

- (c) All verbal radio-reported unit status reports received by the CCC from emergency response apparatus will be accurately logged into CAD within sixty (60) seconds, ninety percent (90%) of the time.
- (d) The CCC will transfer incident data to stations that have fax machines and are not connected to CAD within fifteen (15) minutes after the last Member unit is back in service. The CCC will have hard copies of incident data available for stations not connected to CAD, and without fax, within twenty-four (24) hours of the incident. The CCC is responsible for sending data to only one (1) agency location per incident.
- (e) The City will provide monthly activity reports on the services provided by the CCC to contracting agencies not later than the end of the following month.

Any exception to the above criteria will be reviewed by the Fire Communications Center Division Chief and the facts of, and reasons for the exception shall be reported to the CCC Policy Board at its next regularly scheduled meeting.

Changes to the Performance Measures outlined in this Section of the ILA, can only occur through the approval of 2/3 or 66%, of the CCC Policy Board.

- (f) Members requesting changes to CCC programming/ mapping/ CAD response configurations or other modifications, shall do so in writing to the Fire Communications Center Division Chief (FCCDC) and copied to the CCC Operations Manager. He/she or a designee shall acknowledge receipt of the requested change within five (5) days. FCCDC or designee shall provide anticipated date for completion and if requested, periodic status updates until completion of the request.

11. Cost of CCC Services

The costs of CCC services provided to Members will be included in the CCC budget (expense plan) as approved by the CCC Policy Board. Any change in the level of services provided by the CCC, as set forth in Section B9 above, that has a financial impact on Members, requires the pre-approval of the CCC Policy Board.

The cost for contracting for CCC services for 2017 - 2021 will be as follows:

Agency	2017	2018	2019	2020	2021
City	\$1,463,250	\$1,577,390	\$1,695,525	\$1,817,795	\$1,944,344
Dist. 2/Fairfield	\$5,238	\$5,694	\$6,122	\$6,527	\$6,909
Dist. 3	\$82,047	\$82,037	\$82,028	\$82,019	\$82,011
Dist. 4	\$192,494	\$189,787	\$187,237	\$184,832	\$182,559
Dist. 5	\$5,175	\$5,020	\$4,874	\$4,736	\$4,606
Dist. 8	\$110,447	\$108,362	\$106,398	\$104,546	\$102,795
Dist. 9	\$263,180	\$264,477	\$265,699	\$266,851	\$267,940
Dist. 10	\$37,868	\$39,794	\$41,608	\$43,320	\$44,938
Dist. 11	\$5,491	\$5,326	\$5,171	\$5,025	\$4,887
Dist. 12	\$2,083	\$2,020	\$1,962	\$1,906	\$1,854
Dist. 13	\$6,438	\$6,245	\$6,063	\$5,892	\$5,730
Airway Hgts	\$77,313	\$81,119	\$84,703	\$88,084	\$91,279
Cheney	\$88,989	\$89,384	\$89,755	\$90,106	\$90,437
Medical Lk.	\$37,552	\$37,039	\$36,556	\$36,100	\$35,669
Total without SVFD	\$914,315	\$916,304	\$918,176	\$919,943	\$921,613

Expected Call Volume by District						
	2016	2017	2018	2019	2020	2021
Dist. 2/Fairfield	68	83	93	103	113	123
Dist. 3	1,225	1,300	1,340	1,380	1,420	1,460
Dist. 4	2,850	3,050	3,100	3,150	3,200	3,250
Dist. 5	69	82	82	82	82	82
Dist. 8	1,675	1,750	1,770	1,790	1,810	1,830
Dist. 9	3,750	4,170	4,320	4,470	4,620	4,770
Dist. 10	625	600	650	700	750	800
Dist. 11	84	87	87	87	87	87
Dist. 12	28	33	33	33	33	33
Dist. 13	91	102	102	102	102	102
Airway Hgts	1,100	1,225	1,325	1,425	1,525	1,625
Cheney	1,375	1,410	1,460	1,510	1,560	1,610
Medical Lk.	575	595	605	615	625	635

Estimated Cost per Call based on estimated call volume

2016	2017	2018	2019	2020	2021
\$75.00	\$63.11	\$61.22	\$59.44	\$57.76	\$56.17

Note: Rates identified above are subject to change should any of the agencies receiving CCC service at the beginning of 2017, terminate said service. Should that occur, CCC rates will be reconsidered, except that under no circumstances will the agency rates exceed those that were charged in 2016.

The parties agree to hold work sessions during 2017 to discuss options for replacement funding and issues related to the replacement fund.

Rate Exceptions: Circumstances or conditions which significantly alter the balance will change the proportionate cost shares to restore it. Such circumstances or conditions may include, but are not limited to the following:

i. **CHANGE IN LEVEL OF SERVICE PROVIDED BY/ TO A MEMBER AGENCY**

A change in the level of service provided by/ or requested by any Member agency shall be evaluated by the CCC Policy Board for its effect on overall call volumes and proportionate shares shall be adjusted accordingly based on estimates.

Change in the level of service for this provision shall be defined as any modification to service provided by the CCC, to the requesting Member, which has an impact on the services provided to other CCC Members.

ii. **ANNEXATION OR PARTIAL MERGER**

The jurisdictional areas may shift due to annexation or partial merger actions. In such event, the annexing or merger entity shall assume the percentage (based on last three (3) year dispatch volume average) of the losing entity's Member cost allocation under this ILA that is equal to: either the percentage of then current assessed valuation lost by that entity, or the percentage of the losing entity's call volume change, whichever is greater.

iii. **MAJOR CAPITAL EXPENSE PROJECT**

A major capital expense project, defined as a capital improvement project with a total cost comprising ten percent (10%) or more of the annual CCC expense budget for one (1) year (the year it is proposed).

12. Special Fund: "CCC Fund"

(a) Creation of Special Fund

The City has established and maintains a special fund within its budget for the revenue and expense of the CCC ("CCC Fund").

All payments to the City for CCC services are credited to the CCC Fund and CCC expenditures are allocated and taken from this fund. The CCC Fund is a roll-over fund in which all reserve, cash carryover and unencumbered funds from one (1) fiscal year will carry over to the next fiscal year.

(b) CCC Fund Management

The City is responsible for managing the CCC Fund within the policy direction established by the CCC Policy Board.

The City shall manage the CCC Fund to meet approved expense plan and reserve plan requirements deemed essential by the CCC Policy Board to providing the quality and integrity of CCC services in accordance with the terms of this ILA and as approved by the CCC Policy Board, including but not limited to: equipment replacement plans, maintenance service agreements and other provisions. Any subsequent City disapproval of essential CCC expenses approved by the CCC Policy Board and included within the final approved expense plan or reserve plan shall be deemed a substantive breach of this ILA.

(c) CCC Fund Accounting and Audit

Accounting of CCC revenue and expense will be done by the City using Generally Accepted Accounting Principles (GAAP). Regularly scheduled audits can be paid from the CCC Fund with the approval of the CCC Policy Board. The CCC Policy Board may call for an unscheduled audit of the CCC Fund at any time. Unscheduled Audit costs shall be borne by the Member agencies in proportion to Member alarm volume.

(d) Annual True Up of Unexpended CCC Funds

On an annual basis, the CCC Board will determine if unexpended CCC funds should be returned to CCC Members, based on the following conditions:

By April 30th of each year, the City should have completed financial “year-end closing” for the previous year and will determine if there were any unexpended CCC funds in excess of the annual CCC billing.

Unexpended balances will remain in the CCC Fund if:

- i. The amount is ten thousand dollars (\$10,000) or less, and/or,
- ii. The current fund balance in the CCC Fund, not including the Replacement Fund, is less than the amount needed to fund an operational reserve of thirty percent (30%) of the current CCC budget.

Any unexpended annual operating funds not falling under the stipulations above will be re-distributed by the City to each CCC agency, based on the agency's percent of the total payment for the previous year. The re-distribution by the City, shall occur no later than June 30th of each year.

(e) CCC Fund Disbursement Upon Termination

In the event of termination of this ILA, the CCC Fund shall be divided among the Member agencies in proportion to their last calculated Average Annual Agency Incident Volume.

13. Payments to CCC Fund

Unless otherwise determined by the CCC Policy Board, the City will provide to the CCC Policy Board for its consideration the cost allocation for all Member and User agencies for the next calendar year, together with all supporting data used in its determination by September 15th of each year. Based on those amounts the Annual CCC Cost for each Member and User agency will be determined, and be provided to each Member and User agency by September 30th.

Member will be invoiced regularly its annual CCC cost share. By mutual agreement, the City may bill Member on an agreed upon basis.

The City will bill all CCC Members by the end of January of the new calendar year. The CCC Member may pay their share of the annual CCC cost on a monthly or quarterly, basis and will notify SFD accounting staff of scheduled payment plan by February 15th of each calendar year.

Invoice payments by Member(s) shall be made within thirty (30) days after the invoice date. Past due accounts will be charged interest at the rate of twelve percent (12%) per annum, or one percent (1%) per month on the unpaid balance plus a late charge assessment of five percent (5%) of the invoiced amount overdue. Any accounts sixty (60) days overdue may result in a notice of termination, as provided by this ILA.

Interest and penalties will accrue on overdue accounts until payment is made in full.

14. Contracting Agency Responsibilities

Member shall provide to the CCC, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.
- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.

- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the CCC Policy Board, and be subject to remedies prescribed by the CCC Policy Board for breach of policy or procedure.

15. Cooperative Development Requirements

All CCC Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the CCC Policy Board:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the CCC Policy Board shall be subject to the acceptance of all Members, and shall be presented to them by the CCC Policy Board for that action.

15A. Status and Integrity of ILA

This ILA between the City and Member(s) is a common form in all respects with agreements between City and other Member agencies. City shall make no agreements in any other form, or with any other provisions with another Member of any kind for CCC services without *two-thirds (66%) approval* of the CCC Policy Board.

Part C. MISCELLANEOUS PROVISIONS

16. Insurance

During the term of the ILA, Each party shall maintain in force, at its sole expense, each insurance coverage noted below:

- (a) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this ILA;
 - i. Acceptable supplementary Umbrella insurance coverage combined with a General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this ILA; and
- (b) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

As evidence of the insurance coverages required by this ILA, the Members shall, upon request, furnish written evidence, a Certificate Of Insurance (COI) delineating acceptable insurance coverage limits to the City at the time they return the signed ILA. Each party shall be financially responsible for its pertinent deductibles, self-insured retentions, and/or self-insurance.

17. Designated Representatives

The designated representatives for the purpose of administering this ILA and for the receipt of any notices related to this ILA shall be:

City of Spokane: Fire Chief
City of Spokane Fire Department
44 West Riverside
Spokane, Washington 99201

Member: Fire Chief

18. Disclosure and Retention of Records

The City shall not disclose any dispatch record or data to any person or entity without the expressed written consent of the Member(s) except to comply with State and Federal Public Records laws, or the valid legal order by a court of competent jurisdiction for such disclosure, in which event the City will immediately notify the affected Member(s).

19. Term

This ILA shall become effective upon the execution of this ILA by the Elected Officials of all of the Member agencies a party to the ILA, and shall automatically renew itself from year to year thereafter.

The CCC Board will formally review this ILA at least once every five (5) years from the execution date and recommend any necessary changes for adoption by the parties.

20. Opportunities

The parties realize that opportunities for improved service through an Interlocal Agreement (ILA) to form an independent multi-agency, multi discipline combined communications entity may arise during the term of this ILA, which could be of benefit to the public and current Members of this ILA. Should such opportunities arise, the parties desire to have the ability to evaluate the proposals and make a determination of overall CCC participation. Since individual CCC agency participation may cause service and / or financial impact to other CCC agencies, the parties agree to evaluate the following provisions in making a determination of individual agency and overall CCC participation in any independent communications entity collaborative effort:

- (1) The collaborative opportunity must result in positive benefits as determined by the individual agencies, those benefits specifically identified that will:
 - a. Improve service to the public and the agency, above and beyond the service being received at the time of the consideration and implementation.
 - b. Improve cost effectiveness for the public and the agency, above and beyond the current and anticipated future costs at the time of the consideration and implementation.
- (2) The decision to participate must be made by 2/3 or 66% approval of the CCC Board and approval of 66% (currently 10 of 15) of the Policy Bodies of the CCC Member agencies.

Nothing in this section shall diminish or void the rights of any CCC Member Agency to the Termination provisions outlined in the sections below.

21. Termination

(a) By the City of Spokane

The CCC services provided for by the terms of this ILA are essential to the life, safety, health and welfare of the public. *The City may take no action that may compromise, delay, interrupt or terminate CCC services as provided for herein except* as provided by this Section. Continuity of services to all Members at all times, is of paramount importance and may not be compromised in any event.

If the City decides to terminate its provision of the services under this ILA, it may do so only under the following conditions:

CCC services with all Member agencies must be terminated, i.e., termination of contracted CCC services must be total, not partial, unless approved by a super majority of the CCC Policy Board.

The CCC Policy Board shall determine the course of action to be taken to assure the replacement of City with another provider for fire service communications and dispatch services.

The CCC Policy Board shall create and approve a transition plan. The transition plan shall be completed within twelve (12) months of notice of termination and provide for complete transfer of all CCC Member services. The transfer is to be completed within thirty six (36) months from notice of termination by the City, unless otherwise mutually agreed to by the parties.

The CCC Policy Board shall provide for the disposition of the CCC Fund and the final distribution of all equipment.

Termination notice from City shall not affect any aspect, condition or provision of this ILA during the time subsequently taken to establish a replacement provider.

(b) Termination by Member

Member may terminate its participation in this ILA at any time with advanced written notice. Advanced notice during calendar year 2017 shall be provided no later than June 30th. All separation of CCC services for said Member will be effective at the end of the calendar year so put on notice.

The terminating Member will forfeit claim to any and all existing CCC Funds at the time of departure with the exception of unexpended operational funds due the Member outlined in provisions above.

22. Compliance with ILA

Strict compliance with:

- (a) The terms and conditions of this ILA by the parties hereto, and
- (b) The terms and conditions of the Member contracts entered into by the City with other Members of the CCC, and
- (c) The communications and other procedures and protocols established by the CCC Policy Board, is essential.

Member may bring to the attention of the City Fire Chief the non-compliance of any other Member agency. In such event, the City Fire Chief shall make a threshold determination of the existence, cause, and extent of the non-compliance problem, to include notice to, and consultation with the Member party in alleged non-compliance, within thirty (30) days. The City Fire Chief shall seek to resolve any non-compliance problem within sixty (60) days.

In the event that the City Fire Chief is unable to resolve a non-compliance problem, a Member may bring it to the attention of the CCC Policy Board, and the City Fire Chief shall submit a written report to the CCC Policy Board detailing the problem, and any action taken in attempting to resolve it. In such event, the CCC Policy Board shall make a threshold determination of the existence, cause and extent of the non-compliance problem, to include notice to and consultation with the Member agency in alleged non-compliance, within thirty (30) days.

23. Breach Procedure

Prior to the CCC Policy Board issuing any reprimand, assessment of liquidated damages suspension, or termination, notice will be provided to the designated Member party representative, either in person or by certified mail, as follows:

- (a) That a breach of the ILA has occurred, and
- (b) The nature and extent of the breach, and
- (c) The intent of the CCC Policy Board to consider taking action, and
- (d) A period of fourteen (14) days for the Member party to respond and, if desired, request a hearing before the CCC Policy Board.

At the end of the fourteen (14) day response period given, the CCC Policy Board, giving due consideration to the response, if any, provided by the Member party, shall either:

- (i) If requested by the Member party, schedule and conduct a hearing to provide an opportunity to the Member party to show cause why the reprimand, assessment of damages or suspension should not occur, or
- (ii) Act on the breach.

Within ten (10) business days after the hearing or action, the CCC Policy Board shall issue a written decision.

24. Liquidated Damages

The parties recognize that non-compliance with, or breach of the provisions of this ILA will cause a financial burden on the operations of the CCC, and furthermore increase the costs to other Members. To offset the resultant financial impact, liquidated damages may be assessed against the offending party/Member. The liquidated damages are based on a good faith estimation of the resultant financial impact, and do not constitute a penalty or fine.

It is recognized that the actual damages resulting from a specific instance of non-compliance or breach may be difficult to establish. Thus, the provisions in this ILA for liquidated damages are deemed to be reasonable estimates of the financial consequences of potential non-compliance or breach. The CCC Policy Board shall exercise judgment in determining the liquidated damages to be assessed in any given situation within the range of the liquidated damages provisions provided in this ILA.

In the event that the CCC Policy Board confirms a finding of non-compliance (breach), it may, by a *two-thirds* (66%) majority, assess liquidated damages, subject to the provisions of Section 23, for:

- (a) Failure of the City to comply with any term or condition of this ILA, or of any policy or procedure established by the CCC Policy Board.
- (b) Failure of a Member agency to comply with the communications procedures and protocols established by the CCC Policy Board. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.
- (c) Failure of a Member agency to comply with its obligations under the terms and conditions of its agreement to this ILA. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.

Any liquidated damages paid pursuant to this section shall be deposited in the CCC Fund.

25. Appeal of Imposed Liquidated Damages

A Member party may appeal the assessment of liquidated damages imposed by the CCC Policy Board pursuant to Section 25 by invoking the provisions of Section 30 of this ILA.

26. Substantive Breach by the City

The following sections of this ILA shall be *substantive*, and a breach of any of the terms and conditions of any provision of any of these sections shall be a *substantive breach* subject to the remedies provided by this section:

Sections A: 1, 7, 8, 9, 10(a), 10(b), 11 and 12.

In the event of a substantive breach of the terms and conditions of this ILA by the City:

- (a) The CCC Policy Board may take any or all of the following actions:
 - (1) Assess liquidated damages as appropriate to recover any costs or expenses proximately caused by the breach. These damages shall be paid to Members in proportion to their incurred costs or expenses.
 - (2) Secure a legal order that the City strictly comply with the essential terms and conditions of this ILA, in which event the City shall pay any and all legal expenses incurred by the CCC Policy Board in pursuit of this remedy.
 - (3) Determine if the ILA shall be terminated under the termination provisions of this ILA.
- (b) Member(s) shall have ninety (90) days to evaluate its interest in continuing as a party to this ILA and, if it so desires, give notice of its intent to terminate participation in the ILA without incurring the penalty for ILA termination provided for by the terms of the ILA.

27. Indemnification

Each party shall indemnify, defend and hold harmless the other parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying party's negligence or breach of its obligations under the ILA. The indemnifying party's duty to indemnify shall not apply to liability caused by the negligence of the other parties, their officers and employees.

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

Each party's duty to indemnify shall survive the termination, or expiration of the ILA.

Each party specifically assumes potential liability for actions brought by its own employees against any other party and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The parties recognize that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115, and was the subject of mutual negotiation.

28. Severance Clause

If any provision of this ILA is made invalid or unenforceable, such action shall not invalidate the entire ILA. The provisions not made invalid or unenforceable shall remain in full force and effect.

29. Modification of ILA

This ILA represents the entire agreement between the parties. No change, termination, or waiver of any provision other than changes allowed in the contract by the CCC Board, shall be made without mutual agreement of and execution by all of the parties to the ILA, nor be considered a future waiver of this right or any other right by the parties.

30. Dispute Resolution by Binding Arbitration

In the event of a disagreement regarding the interpretation or application of this ILA where the parties are unable, after good faith negotiations, to resolve the dispute, controversy or claim, they shall submit the issue to arbitration in conformance with the rules of the American Arbitration Association (AAA).

In the event of moving an issue to arbitration, the parties shall select a panel of three (3) arbitrators in a timely manner. Each party may select one (1) arbitrator for the panel. To choose the third (3rd) arbitrator, who will serve as the chair of the panel and will issue the written decision on behalf of the panel, each of the parties shall submit to the other a list of the names of five (5) arbitrators for consideration. All of the five (5) arbitrators listed must be current AAA members. If the parties cannot agree on the third (3rd) arbitrator from either list, they will flip a coin to determine who is first to strike a name from the combined list of ten (10). After the winner of the coin toss strikes a name, the other party will then strike a name. The parties will then alternate turns at striking names until one (1) name remains, which will be the name of the individual who will serve as arbitrator.

The decision of the arbitration panel shall be “final” and “binding” upon the parties.

Each party shall pay for the costs of the arbitrator they select. The costs of the third (3rd) arbitrator and misc. costs shall be equally shared amongst the parties.

No prospective or actual costs of arbitration may be included in the CCC budget.

This ILA is to be performed, interpreted and construed in accordance with the laws of the State of Washington, and within the jurisdiction of Spokane County.

31. Failure of Unanimity by CCC Policy Board

If an issue before the CCC Policy Board requires unanimous action of the CCC Board Members, and the question fails by a single vote, the issue may be reintroduced under this provision.

The re-introduced issue shall be re-discussed and re-voted. If it again fails with the same Member(s) in opposition, the issue may be brought forward for the third (3rd) time.

If a third (3rd) vote comes forward within six (6) months of the previous two (2) votes and fails by the same Member(s) voting in opposition, the issue may be certified to binding arbitration by the affirmative vote of all of the CCC Board Members, but one (1). The arbitrator shall determine if the dissenting vote violates the purpose and intent of this ILA, as set forth in Part A (above).

32. Binding Action

The acceptance, approval and execution of this ILA by the parties shall act to bind both / each Member to all of the terms and conditions contained herein.

This ILA is made to assure the commitment and participation of all parties, and reliance is placed by each party on participation, and performance by the other Member parties to this ILA.

33. CHAPTER 39.34 RCW REQUIRED CLAUSES

- (a) Purpose. See Part A above.
- (b) Duration. See Section No. 20 above.
- (c) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this ILA.
- (d) Responsibilities of the Parties. See provisions above.

- (e) ILA to be Filed. This ILA shall be filed with the Spokane City Clerk, and the Spokane County Auditor.
- (f) Financing. See Sections 11, 12, 13, and 14 above.
- (g) Termination. See Section No. 21 above.
- (h) Property upon Termination. See Section No. 3 above.

APPENDICES

APPENDIX A: OPERATIONAL CONCEPT

APPENDIX B: ALARM VOLUMES OF CONTRACT MEMBERS FOR CY 1995
MEMBER

APPENDIX A

Operational Concept for Centralized Fire Services Dispatch and Communications

At the inception of this ILA, the operational concept for the Spokane County fire services communications system, of which the CCC is an integral part, is as follows:

iv. Dispatch Center

The CCC will be located at the Spokane Fire Department Dispatch Center. All Spokane County fire services dispatch functions will be centralized at the CCC.

An emergency backup center will be located at its current location or at a location to be determined by the CCC Policy Board.

v. Dispatch and Notification System

All fire services notifications required by Member agencies will be done by the CCC. Notifications will be digital or other methods as approved by the CCC Policy Board.

The City will conclude an interlocal agreement with SRECS for the use of the Public Safety Radio and Notification System, with the provision therein that radio and notification services for fire/ems services is a top Priority. The interlocal agreement shall be approved by the CCC Policy Board before finalization.

Dispatch and notification system will be comprised of simulcast and simplex transmitters required to provide coverage to parties of the ILA.

Unless provided by SRECS, Members will be responsible to provide their own receivers / digital readers and printers as deemed necessary for their facilities, apparatus and vehicles.

vi. Primary and Tactical Radio Channels/ Frequencies/ Talkgroups

The CCC Policy Board is responsible for the coordination with SRECS to achieve approval and modification of the radio and notification system to be utilized by CCC agencies. Nothing in this ILA will prohibit the CCC Policy Board from requesting the expanding or reducing of the number of radio channels/ frequencies/talk groups as deemed necessary.

The FCC radio licenses for the channels/ frequencies/talkgroups utilized by CCC agencies shall sought/ maintained and renewed by SRECS. The licenses will be maintained by SRECS on behalf of the Public Safety Agencies of Spokane County. The use of the channels/ frequencies/ talkgroups shall be as approved by the CCC Policy Board.

All costs for the operation, maintenance or modification of the primary radio channels/ frequencies/ talkgroups shall be the responsibility of SRECS. Should the responsibility not be to SRECS, the CCC Policy Board may determine to include costs in the CCC expense budget.

Member

APPENDIX B

Member Incidents Dispatched by CCC - 2015

Spokane County Fire District 2	118
Spokane County Fire District 3	1,366
Spokane County Fire District 4	3,000
Spokane County Fire District 5	95
Spokane County Fire District 8	1,635
Spokane County Fire District 9	4,325
Spokane County Fire District 10	793
Spokane County Fire District 11	95
Spokane County Fire District 12	41
Spokane County Fire District 13	113
City of Airway Heights	1,334
City of Cheney	1,366
City of Medical Lake	581
City of Spokane	38,399



Spokane Fire Department Stroke Responses

January 1, 2016 through December 31, 2016)

Introduction

Stroke, along with major trauma and heart attack, is a major contributor to death and disability among older adults. EMS plays an important role in the care of Stroke patients through early recognition of stroke patients, early notification of the hospital and timely transport of the stroke patient to the most appropriate hospital.

The Spokane Fire Department has several clinical key performance indicators (KPI's) associated with Stroke patients. The Stroke KPI's mirror the State of Washington's clinical KPI's for stroke. National, prehospital Stroke KPI's were released in 2016.

Stroke KPI's

The Spokane Fire Department measures the following stroke care performance indicators:

1. The percent of stroke patient that receive a FAST exam from EMS. Performance Target: 90%. Importance: The FAST exam provides a reliable method of recognizing a stroke. Early recognition of a stroke allows EMS personnel to reduce treatment and on scene times to allow rapid transport to the treating facility.
2. Percent of Stroke Patients who receive a blood glucose check. Performance Target: 90%. Importance: Low blood sugar can mimic the signs and symptoms of stroke and is easily treated.
3. Percent of suspected stroke patients with an EMS time spent on scene time of 20 minutes or less. Performance Target: 90%. Importance: Time is brain. Millions of brain cells die each minute that the brain tissue is without oxygenated blood.
4. Percent of cases where EMS performs an early alert of the receiving hospital of the pending arrival of a stroke patient. Performance Target: 90%. Importance: Early notification allows the hospital to activate the stroke care team and shorten the time from arrival at the hospital to definitive intervention.
5. Percent of Stroke patients that were transported to the closest, most appropriate hospital that can provide evidence-based care (e.g., t-PA, clot retrieval, etc.). Performance Standard: 90%. Importance: Getting the right patient, to the right care in the right amount of time reduces death and disability from stroke.

Performance Indicator #1 FAST Exam Performed

Out of 220 Stroke patients encountered by the Spokane Fire Department, 231 received a FAST Exam.

Performance Target: 90%; Actual Performance: 98.7%

Performance Indicator #2 Blood Glucose Performed

Of the 220 Stroke patients, blood glucose measurement is documented in 207 cases. **Performance Target:**

90%; Actual Performance: 88.46%

Performance Indicator #3 Time Spent on Scene is <20 Minutes

Of the 220 patients, there were 143 times when EMS held their time spent on scene to 20 minutes or less.

Performance Target: 90%; Actual Performance: 61.11%

Performance Indicator #4 FAST Early Notification of the Receiving Hospital

There are 214 documented pre-notification of the receiving hospital during 2016. **Performance Target:**

90%; Actual Performance: 91.45%

Performance Indicator #5 Hospital destination was the highest, most appropriate based on patient's symptoms

227 stroke patients were transported to the closest, most appropriate hospital based on symptoms, time last seen well and designation by Washington State as a Stroke Center of Care. **Performance Target: 90%;**

Actual Performance: 97.01%

2016 PROCESS IMPROVEMENT ACTIVITIES

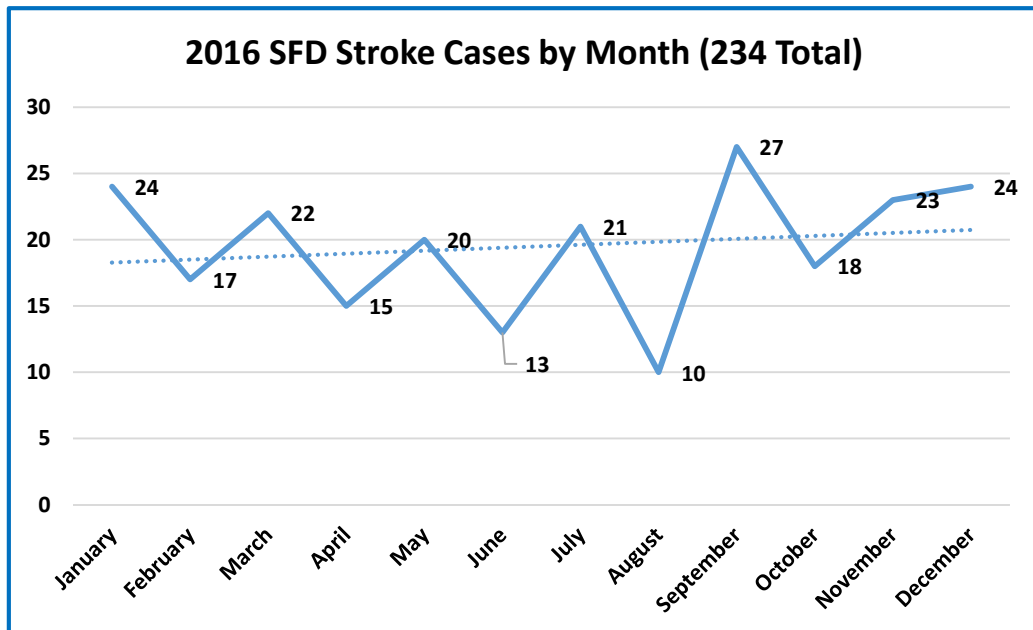
The Key Performance Indicators provide a foundation for focused improvement activities. In 2016, the Spokane Fire Department participated in, and implemented the following strategies:

1. Incorporation of Stroke care education as the annual cardio-vascular training requirement for recertification.
2. In collaboration with Providence Health System and Rockwood, a one-day Stroke Summit was held in August. Local Physician experts in stroke care presented information on current care and assessment of stroke patients.
3. Clinical Checklist Initiative includes a checklist for care of stroke patients that includes all of the key care indicators.
4. Membership on the Providence Health System Primary Stroke Center Operations Committee.
5. Participation on the East Region Cardiac and Stroke QI Committee.
6. Participation in the WA State Department of Health, Coverdell Stroke Grant Project contributing stroke care data to the state-wide project and community stroke awareness projects.
7. Ongoing review of all stroke patient care reports to track performance on stroke KPI's. Provide feedback to EMS personnel on outcomes of stroke patients transported to Providence Sacred Heart Medical Center's Level 1 stroke center. During Q3, we established a collaborative agreement to obtain patient outcomes in order to inform our QI process.

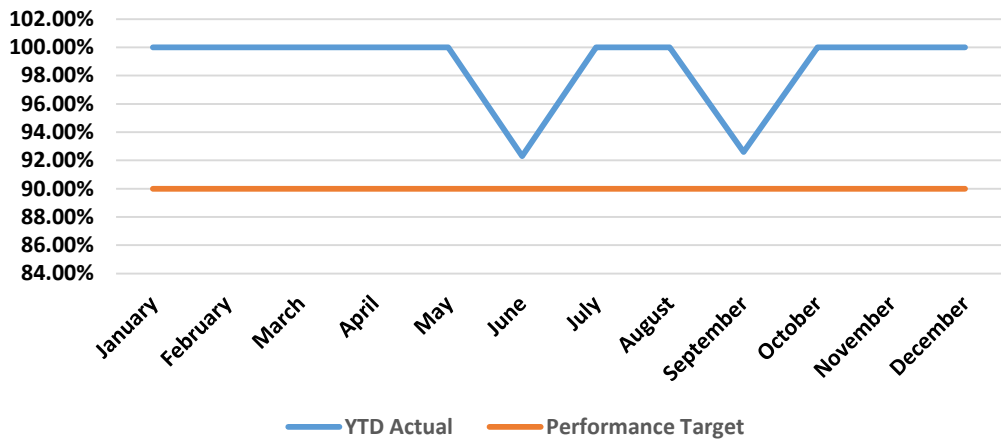
Stroke Data

The Spokane Fire Department's 2016 electronic patient care records (ePCR) provide the following information.

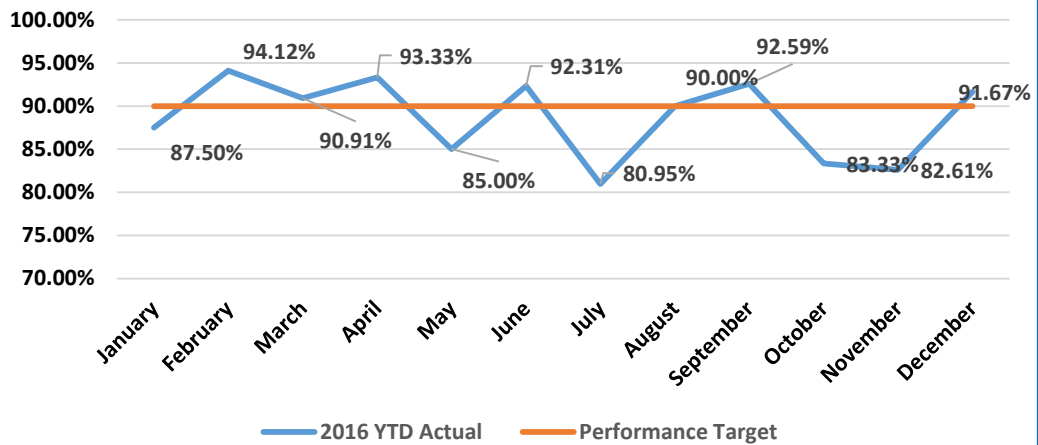
1. The Fire Department encountered 234 stroke patients during the year.
2. The median age of stroke patients is 72 Years. Age range: 27 years to 97 years.
3. 72% of Stroke patients transported to Providence Sacred Heart Medical Center
4. Patients who utilized the EMS system received definitive care (return blood flow to brain) approximately 6 minutes faster than walk in patients.



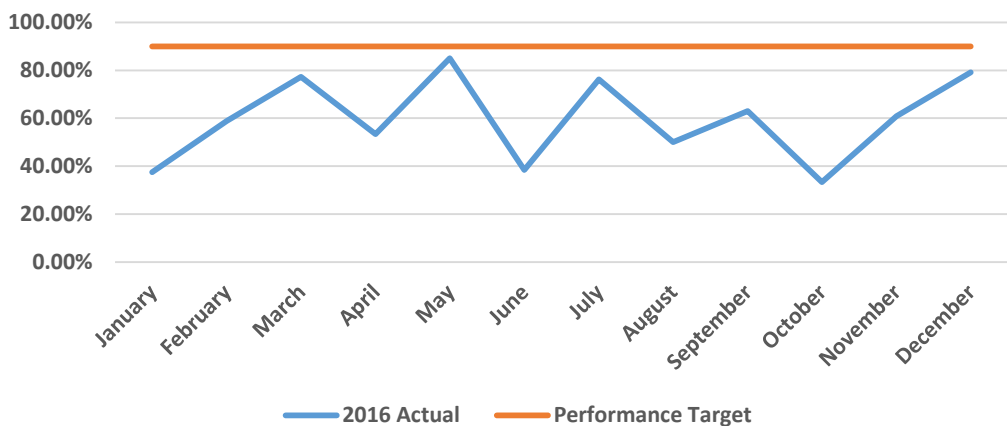
2016 SFD Stroke-FAST Exam Performed (n=234)



2016 SFD Stroke-Blood Glucose Obtained (n=234)



2016 SFD Stroke-Percent Time Spent on Scene ≤20 minutes (n=234)



CHEVROLET SILVERADO ¾ TON 4x4 PICKUP TRUCK – CREW CAB
BID 4334-17 OPEN: 2/20/17

	Camp Chevrolet 101 E Montgomery Ave Spokane WA 99207 (509) 456-7890 Andrew Cowant	Sound Ford 101 SW Grady Way Renton WA 98057 (425)277-1363 Arnold Mukai Ford F250 XL	Parker Ford 315 W Clayton Ave Coeur d'Alene ID 83815 (208) 664-9211 Kirk Lauer Ford F250	Bud Clary Chevrolet Becky Davis (360) 423-1700 Becky.davis@budclary.com Wa State Contract #05916
UNIT PRICE: (5 or more)	\$39,650.00/ea	\$29,775.00/ea	\$29,980.00/ea	\$32,571.00/ea
TOTAL: (Not including Sales Tax)	\$198,250.00	\$148,875.00	\$149,900.00	\$162,855.00
Will Supplier accept credit card as payment form	NO	NO	NO	NO
Delivery	70 days FRO	60-90 days FRO	75-110 days FRO	90-120 days FRO
Exceptions:		<ul style="list-style-type: none"> GVWR #10,000 Engine 6.2L EFI V8 Bed Length 176" WB Alternator 200A Battery 650CA Fuel Capacity 48 gal Rear Axle 3.73 (x37) 	<ul style="list-style-type: none"> GVWR #10,000 Engine 6.2L V-8 Gas Engine 385hp and 430lb-ft torque Alternator 157A Battery 650CCA Fuel Capacity 48 gal Rear Axle Ratio 4.30 (4.10 n/a) Ground Clearance 8.3" measured @center of rear differential 	
Options:				
1. Alternator, HD 220 Amp (Maximum)	\$136.50	\$79.00 (240A)	\$79.00 (240A)	\$150.00
2. Alternative Seating 40/20/40 Split Bench with Lockable storage and power Driver's Seat (requires Cloth seats)	N/A Cloth no cost, Pwr n/a	\$289.00 no storage or power driver's seat	\$1,150.00	\$435.00
3. Battery, HD 730 CCA	\$122.85	\$200.00 (750CCA)	\$120.00 (750CCA)	\$135.00

4. Running Boards Black Tubular	\$350.00	\$385.00 6" Oval	\$350.00	\$630.00
5. Differential, Limited Slip	Std	\$359.00 (3.73) x3E	\$included	\$336.00
6. Rear Axle Ratio Alternative 3.76	N/A	N/A	N/C 3.73 (3.7 n/a)	\$100.00
7. Short Bed (deduct) 6.5'	\$-200.00	\$-130.00 (160" WB)	\$-188.00 (6.5' fuel changes to 34 gal)	\$-100.00
8. Stereo, Am/FM with Bluetooth hands free calling 7" color screen	\$341.25	\$589.00 am/fm/cd/clk – 4.2" screen	\$600 Option 1 \$1,050 Option 2	\$200.00
9. Undercoating	\$199.00	\$385.00	\$150.00	\$115.00
10. Back up camera	No Cost	\$341.00	\$341.00	\$200.00
11. Auxiliary Battery K4B	\$122.85	N/A	\$193.00	\$135.00
12. Front/Rear factory mud guards	\$180.00	\$100.00	\$119.00	\$215.00
13. Manuals, Service (Paper or CD)	Std	\$200.00 (Cd-Rom)	\$250.00	All Service Manuals on line



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/28/2017
Clerk's File #	OPR 2017-0152
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4329-17
Requisition #	RE #18363

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	STEVE RIGGS 625-7006
Contact E-Mail	SRIGGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PURCHASE OF FORD ESCAPES

Agenda Wording

Low bid meeting specifications of WENDLE MOTORS (Spokane,WA) for the purchase of two (2) Ford Escapes - \$46,482.88 including tax

Summary (Background)

On 2/13/17 sealed bids were opened to provide the City of Spokane Fleet Services Department two (2) Ford Escapes. Two responses were received with Wendle Motors being the lowest responsive bidder. These units are replacing a 2003 Dodge Dakota and a 2001 GMC Sonoma for the Building Service Department - these vehicles have both reached the end of their economic service life.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 46,482.88	#	4700-30210-94000-56404
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 2/27/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	SRIGGS	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
February 27, 2017

Subject

Purchase of two (2) Ford Escapes as replacement units for the Building Services Department.

Background

The purchase of these two Ford Escapes went out to bid (#4329-17) and Wendle Motors INC. of Spokane, WA was the lowest bidder at \$42,684.00.

Impact

These two units will be replacing a 2003 Dodge Dakota and a 2001 GMC Sonoma which have both reached the end of their economic service life.

Action

Recommend approval.

Funding

Funding is available in the Building Services Department's 2017 budget.

Two (2) Ford Escapes
Bid #4329-17 OPEN: 2/13/17

	WENDLE MOTORS INC. 9000 N DIVISION SPOKANE WA 99218 Aaron Austin (509) 468-9000 aarona@wendle.com	COLUMBIA FORD 700 7TH AVENUE LONGVIEW WA 98632 Marie Tellingiusen (360) 423-4321 x 187 mariet@colford.com Wa State Contract #05916
Two or more 2017 Ford Escape	\$18,998.00/ea	\$18,898.00/ea
OPTIONS:		
SE Trim Upgrade	\$2,146.00/ea	\$3,455.00/ea
Mud Flaps, Front & Rear	\$119.00/ea	\$72.00/ea
Floor Mats, HD Rubber Molded, Front	\$79.00/ea	\$120.00/ea
TOTAL	\$21,342.00/ea	\$22,545.00/ea
Delivery	60-75 days FRO	60-120 days FRO
Additional Items	Yes	Yes
Credit Card	NO	NO



Agenda Sheet for City Council Meeting of:
03/13/2017

<u>Date Rec'd</u>	2/28/2017
<u>Clerk's File #</u>	OPR 2017-0153
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	VALUE BLANKET ORDER

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7006
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 - FLEET ANNUAL PURCHASE OF DURASEAL TIRES

Agenda Wording

Purchase of Duraseal tires on an "as needed" basis from GOODYEAR COMMERCIAL TIRE & SERVICE CENTERS (Spokane, WA) using Washington State Contract #01712 - \$385,000.00 including tax

Summary (Background)

As a member of the Washington State Cooperative, State contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State contract is allowed a deeper discount from the manufacturer.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 385,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 2/27/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	SRIGGS	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
February 27th, 2017

Subject

The initiation of a Value Blanket (VB) with Goodyear Commercial Tire and Service Centers for the purchase of Goodyear Duraseal tires utilizing the terms of Washington State contract #01712 for \$385,000 (tax incl.).

Background

This is an initiation of a Value Blanket for Goodyear Duraseal tires. These tires are being utilized on refuse collection vehicles for the Solid Waste Collection Department and recently on street sweepers for the Street Department. These self-sealing tires have significantly reduced flat tires and last longer than the tires used previously.

Impact

Continuing the purchase of these tires will reduce operating costs for the Solid Waste Collection Department, the Street Department, and ultimately the City. Previously, tires have been purchased utilizing a competitive bid. The Washington State contract now has lower pricing.

Action

Recommend approval.

Funding

Funds are available in the Fleet Services Department budget.



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/28/2017
Clerk's File #	OPR 2017-0154
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	SOLE SOURCE
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	4100 - WATER ITRON VALUE BLANKET ORDER		

Agenda Wording

Purchase of ITRON Automated Meter Reading (AMR) equip and Encoder Receiver Transmitters (ERTS) without public bidding on an "as needed" basis for a four (4) year period using Resolution 2016-0047 declaring ITRON a sole source and authorizing future

Summary (Background)

In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading System. This system was chosen because it could read the Neptune ARB Pro-Read pads and pin boxes and interface this information with the City's Billing System. In 2001 the City Water Department began installing Itron Encoder Receiving Transmitters to replace the older Neptune Pro-Read pads and pin boxes allowing faster meter reading.

Fiscal Impact		Budget Account	
Expense	\$ 600,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PWC 2/27/17
Finance	DOVAL, MATTHEW	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	SANDERS, THERESA	SJOHNSON	
Additional Approvals		TAXES & LICENSES	
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Purchases - annual expenditure - \$600,000.00 including tax

Summary (Background)

Transmitter in the water industry are proprietary and vendor specific. This value blanket order will cover cost to continue the program for four (4) years through March, 2021.

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

BRIEFING PAPER
Public Works Committee
Water & Hydroelectric Services
February 27, 2017

Subject

A sole source resolution for Itron, Inc. (Liberty Lake, WA) authorizing a five-year value blanket order for Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERTS) valued at an estimated \$600,000.00 annually including tax without public bidding.

Background

In the early part of 1990, the Water Department began using the Itron AMR system. This system was chosen because it could read the Neptune ARB Pro-Read pads and pin boxes and interface with the City's billing system. In 2001, the Water Department began installing Itron ERTS to replace the older Neptune Pro-Read pads and pin boxes to allow for faster meter reading. AMR equipment in the water industry is proprietary and manufacturer specific, so sourcing this procurement with any other company would defeat the current efforts towards streamlined and expeditious meter reading.

Impact

This order will support this program through March 15, 2022.

Action

Recommend approval

Funding

This procurement is funded annually by the Water & Hydroelectric Services 6-Year Capital Plan.



Agenda Sheet for City Council Meeting of: 03/13/2017

Date Rec'd	2/7/2017
Clerk's File #	OPR 2016-0267
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 17863

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 - JOURNAL TECHNOLOGIES

Agenda Wording

Contract with Journal Technologies, Inc. for annual support and upgrades of Justware Case Management Software and annual subscription of Business Intelligence. April 1, 2017 - March 31, 2018 \$113,816.48 including Tax

Summary (Background)

This contract combines the annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. By using the same case management software package with custom modules designed specifically for the various agencies improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies; as well as allowing each agency to use the City's existing document imaging system to move towards a "paperless" office en

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 113,816.48	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	03/06/2017 Finance Comm
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Accounting - kkeck@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	

BRIEFING PAPER
City of Spokane
Information Technology
March 6, 2017

Subject

Contract with Journal Technologies, Inc. for annual support and upgrades of Justware Case Management Software and annual subscription of Business Intelligence.
April 1, 2017 through March 31, 2018 for \$113,816.48

Background

This contract combines the annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. By using the same case management software package with custom modules designed specifically for the various agencies improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies; as well as allowing each agency to use the City's existing document imaging system to move towards a "paperless" office environment.

2016- \$108,120.21

Impact

Without this yearly maintenance contract, the JustWare Case Management system used by City Prosecutor, Probation, Public Defender, and Municipal Court would not be supported by the vendor and the City would not be able to benefit from future enhancements and upgrades.

Action

City IT Staff recommends approval

Funding

5300-73300-18850-54820 Software Maintenance



No Contract at time of Agenda creation.



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	3/1/2017
Clerk's File #	OPR 2017-0155
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 4308-16
Requisition #	CR17858

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR SCAFFOLDING SERVICES AT THE WTE

Agenda Wording

Contract with Safway Services, LLC, of Spokane Valley, for scaffolding services for scheduled outages, emergency outages and other scaffolding as needed at the Waste to Energy Facility. April 1, 2017, to March 31, 2018. \$300,000.00 excluding taxes.

Summary (Background)

During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. Bids for scaffolding services for the WTE were solicited under RFB 4308-16. Safway Services, LLC, of Spokane Valley was the only bidder. Safway Services, LLC, provided this service to the WTE in 2016, and is the current contractor. Approval of this contract will allow for safe and effective repairs of the WTE.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 300,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 2/27/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	mdoval@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
February 27, 2017

Subject

Contract with Safway Services, LLC, of Spokane Valley, for scaffolding services for scheduled outages and emergency outages at the Waste to Energy Facility. April 1, 2017, to March 31, 2018. \$300,000.00

Background

During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs.

Bids for scaffolding services for the WTE were solicited under RFB 4308-16. Safway Services, LLC, of Spokane Valley was the only bidder. Safway Services, LLC, provided this service to the WTE in 2016, and is the current contractor.

Impact

Approval of this contract will allow for safe and effective repairs of the WTE.

Action

Recommend approval.

Funding

Funding for this contract is included in the 2017 operations budget for the WTE.



City of Spokane

CONTRACT

Title: **SCAFFOLDING SERVICES FOR WASTE TO ENERGY FACILITY (WTE)**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, Building #3, Suite A, Spokane Valley, Washington 99212, as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of the work described in the City's request for bids entitled Scaffolding Services for Scheduled Outages and Emergency Outages RFB #4308-16, and in accordance with the attached Contractor's quote dated November 28, 2016.
2. **TIME OF PERFORMANCE**. The Contract shall begin on April 1, 2017 and run through December 31, 2016. This Contract may be extend for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.
3. **LIQUIDATED DAMAGES**. If work under this Contract is not completed within the time specified or within any agreed upon extension of time, the Contractor shall pay to the City as liquidated damages TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for each and every working day work is not completed. It is agreed that this sum is a reasonable forecast of actual damages for failure to complete work within the specified time.
4. **TERMINATION**. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination.
5. **COMPENSATION**. The City will pay a maximum, not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** plus tax, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.

6. PAYMENT. The Contractor will send its applications for payment to the Waste to Energy Facility (WTEF), 2900 South Geiger Boulevard, Spokane, Washington 99224-5100. Payment will be made **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

7. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. INSURANCE. During the term of the Contract, the Consultant shall maintain in force at its own expense, the following insurance coverage(s):

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with 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;
- 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 or non-owned vehicles; and
- 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 Contract. The coverage must remain in effect for at least two (2) years after the Contract 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 Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Contract, as well as 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

11. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments, and each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

12. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

13. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory,

mental or physical disability, or use of a service animal by a person with disabilities. The Contractor 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 Contractor.

15. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

17. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

22. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this

Contract.

24. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of the Wastewater Management, and the Contract time and compensation will be adjusted accordingly.

Dated: _____

CITY OF SPOKANE

By: _____
MAYOR DAVID C. CONDON

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SAFWAY SERVICES LLC

E-Mail address: _____

By: _____
Title: _____

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Payment Bond
Performance Bond

17-028

PAYMENT BOND

We, **SAFWAY SERVICES, LLC** , as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WTEF Scaffolding Services for Scheduled Outages and Emergency Outages**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

SAFWAY SERVICES, LLC,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
 _____ signed this document; on oath stated that he/she was
 authorized to sign the document and acknowledged it as the agent or representative of the
 named surety company which is authorized to do business in the State of Washington, for
 the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **SAFWAY SERVICES, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WTEF Scaffolding Services for Scheduled Outages and Emergency Outages**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

SAFWAY SERVICES, LLC ,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative
of the named Surety Company which is authorized to do business in the State of Washington, for
the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 03/13/2017

Date Rec'd	12/16/2014
Clerk's File #	OPR 2016-0307
Renews #	

Submitting Dept	HEARING EXAMINER	Cross Ref #	
Contact Name/Phone	BRIAN MCGINN 6010	Project #	
Contact E-Mail	BMCGINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0570, INTERLOCAL WITH SPOKANE COUNTY FOR HEARING EXAMINER SVCS.		

Agenda Wording

Interlocal cooperation Agreement between the Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2017, and running through December 31, 2017.

Summary (Background)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$141.11 per hour or at a negotiated rate . . .

This Interlocal relationship has been in effect since 1996.

Fiscal Impact		Budget Account	
Revenue	\$ 141.11hr	#	0570-51500-99999-33810
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	
Division Director		Other	
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT	areid@spokanecity.org	
For the Mayor	SANDERS, THERESA	MDempsey@spokanecounty.org	
Additional Approvals		GVASQUEZ@spokanecounty.org	
Purchasing		State Auditor	

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE
FOR HEARING EXAMINER SERVICES**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

R E C I T A L S

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly

admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

-- In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate **ONE HUNDRED FORTY ONE AND 11/100 DOLLARS (\$141.11) per hour**, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked, and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered an employee, agent, or representative of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. **Payment shall be made payable to the City of Spokane** and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2017, and run through December 31, 2017, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
 - E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
 - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.
13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this
7th day of February 2017.



ATTEST:

GINNA VASQUEZ
GINNA Vasquez
Clerk of the Board

17 - 0 1 5 1

Date: _____

AL FRENCH
Al French, Chair

JOSH KERNS
Josh Kerns, Vice-Chair

SHELLY O'QUINN
Shelly O'Quinn, Commissioner

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:

By: _____
Assistant City Attorney

NO. 17-0151

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL)
COOPERATION AGREEMENT BETWEEN SPOKANE)
COUNTY AND THE CITY OF SPOKANE FOR)
HEARING EXAMINER SERVICES)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

WHEREAS, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2017 through December 31, 2017 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED FORTY-ONE AND 11/100 DOLLARS (\$141.11) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 7th day of February, 2017.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

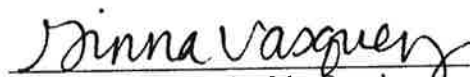


ATTEST:


AL FRENCH, Chair


JOSH KERNS, Vice-Chair


SHELLY O'QUINN, Commissioner


Ginna Vasquez, Clerk of the Board



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/28/2017
Clerk's File #	PRO 2017-0011
Renews #	
Cross Ref #	
Project #	2014080
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - LOW BID AWARD - TO BE DETERMINED AT BID OPENING MARCH 13,

Agenda Wording

Low Bid of (to be determined at bid opening to be held on March 6, 2017 (City, ST) for Sprague Avenue Rebuild (Phase I) Helena Street to Stone Street - \$_____ plus tax. An administrative reserve of \$_____, which is 10% of the contract price, will be

Summary (Background)

All information will be provided prior to the March 13, 2017 meeting. On March 6, 2017 bids were opened for the above project. The Engineers Estimate for this project is \$4,595,360.50. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% over/under the Engineer's Estimate; other bids were received as follows:

Fiscal Impact		Budget Account	
Expense	\$ 4,595,360.50	#	3200 49828 95300 56501 86001
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 2/27/16
Finance		Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		kschmitt@spokanecity.org	
		kbustos@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

set aside. (East Central Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
February 27, 2016

Subject:

Sprague Avenue Reconstruction – Helena Street to Stone Street (2014080)

Background:

The proposed project on Sprague Avenue from Helena Street to Stone Street rebuilds the street, installs curb extensions (bumpouts) at each intersection on this reach, installs high performance transit bus stops and amenities, installs pedestrian refuge islands at Pittsburg Street and Lee Street, replaces sidewalks over a large portion of the project, fills sidewalk vaults, upgrades the stormwater system, installs miscellaneous landscaping including trees and installs new street and pedestrian lighting. Parking losses have been minimized except where curb extensions (bumpouts) are installed. STA stops are being consolidated from three stops in this corridor to two stops, and will occur within the traveled lane at selected bumpouts; although this may change during construction based on a public input process occurring now.

Also included in the project are various CSO related stormwater upgrades at the Ivory Street/Sprague Avenue intersection as well as installation of curb extensions (bumpouts) and a pedestrian refuge island.

Finally, in the vicinity of the Hamilton Street overpass, curb ramps and a pedestrian refuge island will be added. See attached exhibit.

Public Impact:

The project will be conducted in two phases: Phase 1 is Napa Street to Stone Street including both Napa Street and Stone Street intersections and Phase 2 is Helena Street to Napa Street excluding Napa Street intersection. Phase 1 construction - expected to start mid-April and last approximately three months will close Sprague Avenue entirely on the four blocks in Phase 1 and must be largely complete and open to traffic before Phase 2 construction can begin. Phase 2 construction will also close Sprague entirely on the four blocks in Phase 2 and is also expected to last approximately three months.

I07/CSO 34-1 construction on Riverside Avenue between Magnolia Street & Lee Street is expected to begin about June 15 resulting in an approximately a four week overlap of the CSO project with Phase 1 of the Sprague Avenue project and complete overlap of Phase 2 of the Sprague Avenue project.

Detour plans have been discussed extensively with area businesses. See 2nd attached exhibit. There is an area bypass detour onto 2nd Avenue and 3rd Avenue and a local area bypass onto 1st Avenue and Riverside Avenue/Main Avenue. Signs will be installed on 1st Avenue and Riverside Avenue/Main Avenue alerting motorists to the location of area businesses.

BRIEFING PAPER
Public Works Committee
Engineering Services
February 27, 2016

Action:

This background information is provided for Council consideration. The engineer's estimate for the project is approximately \$4.6M. This project is currently on ad with bids due March 6, 2017. We plan to put this project on Council advanced agenda shortly thereafter.

Funding

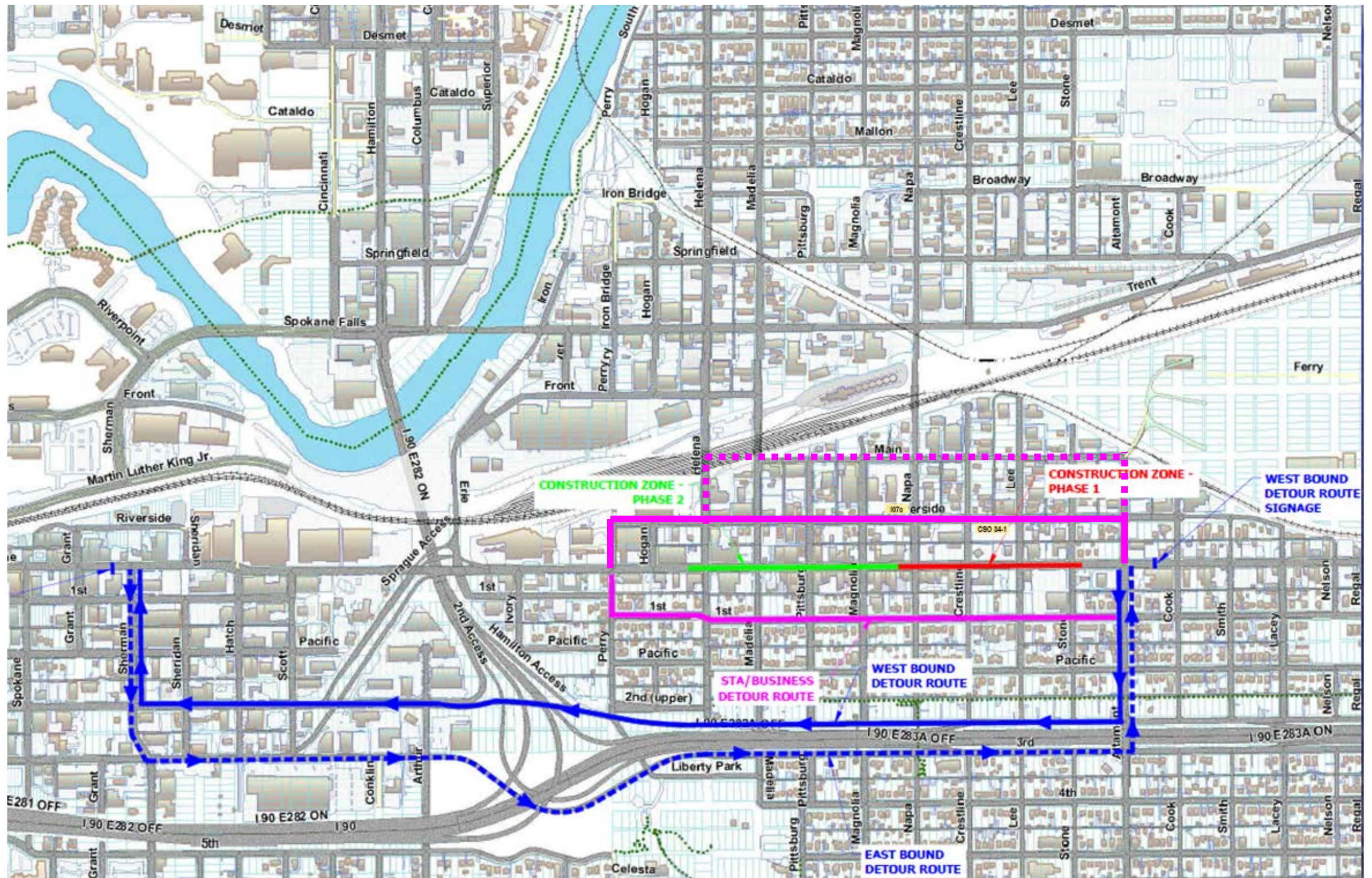
This project is funded by state pedestrian/bike funds, state TIB, state stormwater funds, local red light funds, Water Department funds and smaller amounts from levy and REET.

Sprague Ave Reconstruction
Helena to Stone

Curb ramps and ped
refuge island

Curb ramps and ped
refuge island

- Improvement Notes
- Bumpouts at all intersections – Helena to Stone
 - Ped refuge islands at
 - Pittsburg (west leg)
 - Lee St. (west leg)



City Of Spokane
Engineering Services Department
*** * * Engineer's Final Estimate * * ***

Project Number: 2014080
Project Description Sprague Avenue Rebuild (Phase 1) **Original Date** 1/17/2017 2:28:25 PM
Funding Source State **Update Date** 1/17/2017 2:29:21 PM
Preparer Jonathan Adams **Addendum**

Project Number: 2014080

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01	Street and Storm Improvements	Sales tax shall be included in unit prices		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,500.00
103	POTHOLING	39 EA	400.00	15,600.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	15,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	21 EA	500.00	10,500.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00
107	TYPE B PROGRESS SCHEDULE	1 LS	*****	5,000.00
108	INCENTIVE FOR EARLY COMPLETION	1 EST	60,000.00	60,000.00
109	MOBILIZATION	1 LS	*****	375,000.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00
111	SPECIAL SIGNS	600 SF	20.00	12,000.00
112	SEQUENTIAL ARROW SIGN	2200 HR	2.00	4,400.00
113	PORTABLE CHANGEABLE MESSAGE SIGN	500 HR	7.00	3,500.00
114	TYPE III BARRICADE	40 EA	50.00	2,000.00
115	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00
116	REMOVE EXISTING CURB	5450 LF	10.00	54,500.00
117	REMOVE EXISTING CURB AND GUTTER	408 LF	15.00	6,120.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2900 SY	12.00	34,800.00
119	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	30 EA	500.00	15,000.00
120	REMOVE CURB/GRATE INLET	5 EA	400.00	2,000.00
121	REMOVE LAMP HOLE	6 EA	500.00	3,000.00
122	REMOVE EXISTING <12 IN. DIAMETER PIPE	1335 LF	12.00	16,020.00
123	SAWCUTTING CURB	80 EA	35.00	2,800.00
124	SAWCUTTING RIGID PAVEMENT	19710 LFI	1.00	19,710.00
125	SAWCUTTING FLEXIBLE PAVEMENT	27210 LFI	0.30	8,163.00
126	REMOVE AND DISPOSE OF TROLLEY RAILS	2850 LF	20.00	57,000.00
127	ROADWAY EXCAVATION INCL. HAUL	4610 CY	18.00	82,980.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	500 CY	15.00	7,500.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	500 CY	21.00	10,500.00
130	PREPARATION OF UNTREATED ROADWAY	21250 SY	1.75	37,187.50
131	CRUSHED SURFACING TOP COURSE	1180 CY	35.00	41,300.00

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01 Street and Storm Improvements		Sales tax shall be included in unit prices		
132	CRUSHED SURFACING BASE COURSE	3250 CY	30.00	97,500.00
133	CSTC FOR SIDEWALK AND DRIVEWAYS	435 CY	50.00	21,750.00
134	ALLEY GRADING AND DUST CONTROL	3300 SY	5.00	16,500.00
135	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2653 SY	9.00	23,877.00
136	HMA CL. 1/2 IN. PG 70-28, 7 INCH THICK	18597 SY	30.00	557,910.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	50 SY	50.00	2,500.00
138	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	100 SY	70.00	7,000.00
139	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	200 SY	26.00	5,200.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	150 SY	16.00	2,400.00
141	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00
142	COMPACTION PRICE ADJUSTMENT	1 EST	12,000.00	12,000.00
143	REMOVE AND FILL STRUCTURAL SIDEWALK 1718 E SPRAGUE	1 LS	*****	12,409.00
144	REMOVE AND FILL STRUCTURAL SIDEWALK 1722 E SPRAGUE	1 LS	*****	15,034.00
145	REMOVE AND FILL STRUCTURAL SIDEWALK 1724 E SPRAGUE	1 LS	*****	10,324.00
146	REMOVE AND FILL STRUCTURAL SIDEWALK 1802 & 1804 E SPRAGUE	1 LS	*****	61,750.00
147	REMOVE AND FILL STRUCTURAL SIDEWALK 1916 E SPRAGUE	1 LS	*****	8,752.00
148	REMOVE AND FILL STRUCTURAL SIDEWALK 1926 E SPRAGUE	1 LS	*****	32,187.00
149	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	523 LF	70.00	36,610.00
150	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	357 LF	75.00	26,775.00
151	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	377 LF	80.00	30,160.00
152	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	806 LF	95.00	76,570.00
153	MANHOLE TYPE I-48, BASIC PRICE	10 EA	3,000.00	30,000.00
154	108 IN DIAM. DOGHOUSE MANHOLE	1 EA	20,000.00	20,000.00
155	MANHOLE ADDITIONAL HEIGHT 108 IN. DIAM. DOGHOUSE	3 VF	600.00	1,800.00
156	GRATE INLET TYPE 3	2 EA	1,200.00	2,400.00
157	DRYWELL TYPE 2, MODIFIED	6 EA	6,000.00	36,000.00
158	CATCH BASIN TYPE 1	5 EA	2,000.00	10,000.00
159	CATCH BASIN TYPE 3	31 EA	2,500.00	77,500.00
160	96 IN STORMFILTER MANHOLE	2 EA	70,000.00	140,000.00
161	REPLACE EXISTING BRICK CONE WITH PRECAST CONCRETE CONE	1 EA	2,000.00	2,000.00
162	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	9 EA	650.00	5,850.00
163	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	35 CY	20.00	700.00
164	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	35 CY	25.00	875.00
165	IMPORTED BACKFILL	5 CY	50.00	250.00
166	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00

Project Number: 2014080

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01	Street and Storm Improvements	Sales tax shall be included in unit prices		
167	RECONNECT SIDE SEWER	371 LF	40.00	14,840.00
168	SIDE SEWER CLEANING AND VIDEO INSPECTION	18 EA	300.00	5,400.00
169	CATCH BASIN SEWER PIPE 8 IN. DIAM.	1030 LF	40.00	41,200.00
170	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	580 LF	50.00	29,000.00
171	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIAM.	68 LF	60.00	4,080.00
172	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	500.00	1,000.00
173	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00
174	ENCASE WATER/SEWER AT CROSSINGS - WATER SERVICE	8 EA	600.00	4,800.00
175	ENCASE WATER/SEWER AT CROSSINGS - WATER MAIN	2 EA	1,200.00	2,400.00
176	CLEANING EXISTING SANITARY SEWER	10 EA	450.00	4,500.00
177	STRUCTURAL SIDEWALK WATER SERVICE RETROFIT	1 EA	500.00	500.00
178	TRENCH EXCAVATION FOR WATER SERVICE TAP	245 LF	30.00	7,350.00
179	ESC LEAD	1 LS	*****	1,500.00
180	INLET PROTECTION	29 EA	90.00	2,610.00
181	STREET CLEANING	240 HR	150.00	36,000.00
182	TOPSOIL TYPE A, 36 INCH THICK	965 CY	30.00	28,950.00
183	BASALT TOP DRESSING, 3 INCH THICK	90 CY	75.00	6,750.00
184	LANDSCAPE BOULDERS	37 EA	90.00	3,330.00
185	PSIPE 2 INCH CALIPER SHADE TREE	72 EA	450.00	32,400.00
186	PSIPE 5 GAL. SHRUB	151 EA	75.00	11,325.00
187	PSIPE 3 GAL. SHRUB	287 EA	50.00	14,350.00
188	PSIPE 1 GAL. SHRUB	1413 EA	35.00	49,455.00
189	IRRIGATION SYSTEM - LANDSCAPE PLANTING AREAS	1 LS	*****	166,000.00
190	IRRIGATION SYSTEM - LIGHT POLE PLANTERS	1 LS	*****	68,000.00
191	CEMENT CONCRETE CURB	1200 LF	18.00	21,600.00
192	CEMENT CONC. CURB AND GUTTER	5950 LF	25.00	148,750.00
193	CEMENT CONCRETE DRIVEWAY	900 SY	50.00	45,000.00
194	CHANNELIZING DEVICES	4 EA	65.00	260.00
195	MONUMENT FRAME AND COVER	5 EA	300.00	1,500.00
196	CEMENT CONC. SIDEWALK	6070 SY	35.00	212,450.00
197	RAMP DETECTABLE WARNING	581 SF	22.00	12,782.00
198	TRAFFIC SIGNAL SYSTEM, NAPA AND SPRAGUE	1 LS	*****	70,000.00
199	TRAFFIC SIGNAL SYSTEM, HELENA AND SPRAGUE	1 LS	*****	70,000.00
200	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	7,000.00
201	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	6,000.00
202	ILLUMINATION CONDUIT SYSTEM, SPRAGUE AVENUE	1 LS	*****	150,000.00
203	ILLUMINATION SYSTEM, SPRAGUE AVENUE	1 LS	*****	500,000.00

Project Number: 2014080

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>	Street and Storm Improvements	Sales tax shall be included in unit prices		
204	SIGNING, PERMANENT	1 LS	*****	30,000.00
205	REMOVAL OF EXISTING PAVEMENT MARKINGS	700 SF	4.50	3,150.00
206	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	2 EA	75.00	150.00
207	PAVEMENT MARKING - DURABLE HEAT APPLIED	2430 SF	10.00	24,300.00
208	PAVEMENT MARKING - DURABLE INLAY TAPE	1800 SF	10.00	18,000.00
209	PAVEMENT MARKING - PAINT	785 SF	1.00	785.00
210	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	4 EA	200.00	800.00
211	TEMPORARY PAVEMENT MARKING	1 LS	*****	2,000.00
212	REINFORCED DOWELED CURB	121 LF	25.00	3,025.00
213	TRAFFIC ISLAND CONCRETE	162 SY	30.00	4,860.00
214	PERVIOUS CONCRETE PAVEMENT - 4 IN. THICK	61 SY	150.00	9,150.00
215	TRASH RECEPTICLE	18 EA	800.00	14,400.00
216	BIKE RACK	7 EA	600.00	4,200.00
<i>Schedule Totals</i>				4,261,565.50

Project Number: 2014080

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 03</i>	WATER	Sales tax shall NOT be included in unit prices		
301	POTHOLING	30 EA	400.00	12,000.00
302	ABANDON VALVE BOX	5 EA	200.00	1,000.00
303	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	8 EA	650.00	5,200.00
304	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	4 EA	650.00	2,600.00
305	VALVE BOX AND COVER	53 EA	300.00	15,900.00
306	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00
307	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00
308	IMPORTED BACKFILL	20 CY	50.00	1,000.00
309	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00
310	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00
311	DI PIPE FOR WATER MAIN 8 IN. DIAM.	1225 LF	75.00	91,875.00
312	DI PIPE FOR WATER MAIN 12 IN. DIAM.	1552 LF	85.00	131,920.00
313	GATE VALVE 8 IN.	4 EA	2,800.00	11,200.00
314	GATE VALVE 12 IN.	3 EA	3,200.00	9,600.00
315	CHECK VALVE 12 IN.	1 EA	3,800.00	3,800.00
316	HYDRANT ASSEMBLY	5 EA	5,500.00	27,500.00
317	HYDRANT LEAD	2 EA	3,000.00	6,000.00
318	TRENCH EXCAVATION FOR WATER SERVICE TAP	110 LF	30.00	3,300.00
<i>Schedule Totals</i>				333,795.00

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	4,261,565.50	0.00	333,795.00	0.00	0.00	0.00	0.00	0.00	4,595,360.50



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	3/1/2017
Clerk's File #	OPR 2014-0451
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	RES2014-0065
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	VB
Agenda Item Name	4320-BIOXIDE EXTENSION WITH EVOQUA WATER TECHNOLOGIES		

Agenda Wording

One-year Extension of Contract (OPR 2014-0451) extension with Evoqua Water Technologies, LLC(Sarasota, FL)to supply Bioxide®

Summary (Background)

Bioxide is a patented, non-hazardous chemical used to reduce and control odors and corrosion caused by the formation of sulfides. The department uses this chemical at the Northwest Terrace Lift Station. Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide per year at \$2.61 per gallon, for a total cost of \$184,405.55, tax included. This extension is at no cost increase from the current price and is the second of three potential extensions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 184,405.55	#	4320-43240-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 2/27/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	kkeck@spokanecity.org	
		sheri.whalen@evoqua.com	
		cwahl@spokanecity.org	
		mcoster@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Wastewater Management
February 27, 2017

Subject

One-year Extension of Contract (OPR 2014-0451) extension with Evoqua Water Technologies to supply Bioxide®

Background

Bioxide is a patented, non-hazardous chemical used to reduce and control odors and corrosion caused by the formation of sulfides. The department uses this chemical at the Northwest Terrace Lift Station. Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide per year at \$2.61 per gallon, for a total cost of \$184,405.55, tax included. This extension is at no cost increase from the current price and is the second of three potential annual contract extensions.

Impact

The Northwest Terrace pump station discharges to a pressure main having a long residence time created by diameter and length. When raw sewage enters the pressure main it decomposes. During the decomposition process, bacteria consume oxygen present in the raw sewage, stripping oxygen from nitrogen and sulfur compounds, creating corrosive and odorous substances such as Hydrogen Sulfide (H₂S). Bioxide provides a new source of oxygen, limiting creation of the corrosive and odorous substances. Bioxide has been used to control odors and prevent corrosion at Northwest Terrace for more than fourteen years.

Action

Recommend approval.

Funding

Funding for this purchase is provided in the Wastewater Management budget.



City of Spokane
CONTRACT EXTENSION #2 OF 3
WITH COST

Title: **Bioxide® Full Services**
Odor Control Program

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Evoqua Water Technologies**, whose address is 2650 Tallevast Road, Sarasota, Florida 34243 as ("**Vendor**").

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide Bioxide® full service odor control program (FSOC) at the Northwest Terrace Lift Station; and

WHEREAS, the original Contract allows for three (3) additional one (1) year terms, subject to mutual written agreement of both parties, and thus the Contract time for performance needs to be formally extended by this written document.

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated August 5, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on April 1, 2017.

3. EXTENSION.

The contract documents are hereby extended and shall run through March 31, 2018.


4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED FIVE AND 55/100 DOLLARS (\$184,405.55)*** including tax, for everything furnished and done under this Contract Extension.

*Based on current usage, it is estimated they will use approximately 65,000 gallons of Bioxide per year at the rate of \$2.61 per gallon, for a total cost stated above.

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 Contract Extension by having legally-binding representatives affix their signatures below.

VENDOR

By  2/15/17
Signature Date

Jennifer R. Miller

Type or Print Name

V.P. & G.M.

Title

603298716

Vendor's UBI #

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:


Assistant City Attorney

Attachments that are part of this Contract Extension:

Vendor's email quote for pricing and terms dated February 1, 2017.

U2017-114

Barnhart, Heather

From: Clint J. Vander Kooi <clint.vanderkooi@evoqua.com>
Sent: Wednesday, February 01, 2017 9:43 AM
To: Coster, Michael
Cc: Barnhart, Heather; Jerry L. Kainer
Subject: Bioxide contract extension

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Mike,

Thanks for meeting with Lee and I to discuss the upcoming contract extension. We would like to hold your current Bioxide price for another year through the next contract extension (4/01/17-3/31/18). Please let me know if you have any questions. We appreciate your business. Thanks!

Best Regards,

Clint Vander Kooi
Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

Office: 800.566.1568

Fax: 941.359.7985

Cell: 425.239.7409

Email: Clint.Vanderkooi@evoqua.com *PLEASE NOTE MY NEW EMAIL ADDRESS*

Website: www.evoqua.com

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.



Agenda Sheet for City Council Meeting of: 03/13/2017

Date Rec'd	3/1/2017
Clerk's File #	OPR 2014-0297
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	3979-13
Agenda Item Type	Contract Item	Requisition #	VB
Agenda Item Name	4320-POLYMER EXTENSION WITH POLYDYNE INC.		

Agenda Wording

One-year extension of contract #OPR 2014-0297 with Polydyne, Inc. (Riceboro, GA)to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility (RPWRF).

Summary (Background)

Polydyne, Inc. has offered to extend the contract, with no price increase, to supply dry polymer at a \$1.59/lb, and liquid polymer at \$0.85/lb. This extension would be the second of three potential annual contract extensions. Polydyne Inc. will supply approximately 143,850 lbs of dry polymer per year at a cost of \$1.59/lb, and 46,000 lbs of liquid polymer per year at a cost of \$0.85/lb for a total annual contract cost of \$291,121.97, including sales tax, for the one year extension.

Fiscal Impact		Budget Account	
Expense	\$ 291,121.97	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 2/27/17
Finance	DOVAL, MATTHEW	Distribution List	
Legal	WHALEY, HUNT	kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		hbarnhart@spokanecity.org	
Purchasing	PRINCE, THEA	kkeck@spokanecity.org	
		swells@snfhs.com	
		cwahl@spokanecity.org	
		mcoster@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Wastewater Management
February 27, 2017

Subject

One-year extension of contract #OPR 2014-0297 with Polydyne, Inc. to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility (RPWRF)

Background

Polydyne, Inc. has offered to extend the contract, with no price increase, to supply dry polymer at a \$1.59/lb, and liquid polymer at \$0.85/lb.

This extension would be the second of three potential annual contract extensions. Polydyne Inc. will supply approximately 143,850 lbs of dry polymer per year at a cost of \$1.59/lb, and 46,000 lbs of liquid polymer per year at a cost of \$0.85/lb for a total annual contract cost of \$291,121.97, including sales tax, for the one year extension.

Impact

Chemical organic polymer flocculent (polymer) is used in the solids thickening and dewatering processes, as well as in the primary clarifiers, at the Riverside Park Water Reclamation Facility.

Action

Recommend approval.

Funding

Funding for this contract is provided in the Wastewater Management budget.



City of Spokane

**CONTRACT EXTENSION #2 of 3
WITH COST**

Title: **Purchase of Liquid and Dry Chemical
Organic Polymer Flocculent**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Polydyne Inc.** whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323 (*Remittance address: P.O. Box 279, Riceboro, Georgia 31323*) as ("**Vendor**").

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to sell to the City liquid and dry chemical organic polymer flocculent; and

WHEREAS, the Original Purchase Agreement allows for extension upon mutual agreement of the parties, this will be extension two (2), and thus the Contract time for performance needs to be formally extended by this written document.

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated April 12, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on March 1, 2017.

3. EXTENSION.

The contract documents are hereby extended and shall run through February 29, 2018.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED NINETY ONE THOUSAND ONE HUNDRED TWENTY ONE AND 97/100 DOLLARS (\$291,121.97)** plus tax if applicable, for everything furnished and done under this Contract Extension.

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 Contract Extension by having legally-binding representatives affix their signatures below.

VENDOR

By Boyd Stanley 2/9/17
Signature Date

Boyd Stanley
Type or Print Name

Business Director
Title

Vendor UBI #

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract Extension:

N/A

U2017-113

Emailed to: hbarnhart@spokanecity.org

February 6, 2017

Heather Barnhart
City of Spokane
Wastewater Management Department
RPWRF & Sewer Maintenance
4401 N. Aubrey L. White Parkway
Spokane, WA 99205

Subject: Contract Extension; Bid #3979-13 Liquid and Dry Chemical Organic Polymer Flocculent

Dear Ms. Barnhart,

Polydyne Inc. is pleased to accept an extension of the referenced contract for an additional year. The products and prices will remain unchanged and are as follows:

Product	Price
Clarifloc®WE-471	\$1.59/LB.
Clarifloc® A-6350	\$0.85/LB.

The new Contract term will be **February 29, 2017 through February 28, 2018.**

All other terms and conditions will remain the same.

It has been a pleasure doing business with the City of Spokane, and we look forward to continuing our valued supply position. Should you have any questions regarding this correspondence, please feel free to contact me at (912) 880-2035.

Best Regards,



Boyd Stanley
Business Director



Agenda Sheet for City Council Meeting of: 03/13/2017

Date Rec'd	3/1/2017
Clerk's File #	OPR 2013-0213
Renews #	
Cross Ref #	
Project #	
Bid #	3902-13
Requisition #	VB

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE COSTER 625-4640
Contact E-Mail	MCOSTER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320-ALUMINUM SULFATE CONTRACT EXTENSION - KEMIRA WATER SOLUTIONS, INC.

Agenda Wording

One-year extension of contract #OPR2013-0213 (Bid #3902-13) liquid Aluminum Sulfate with Kemira Water Solutions, Inc. (Spokane, WA).

Summary (Background)

The contract with Kemira includes an option for four annual extensions. This fourth one-year extension will be for the period of April 1, 2017 to March 31, 2018 and includes a 3% cost increase. The department estimates a purchase of 5,000 dry tons of liquid aluminum sulfate at \$241.73 per dry ton for a total annual cost of \$1,313,802.55 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,313,802.55	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 2/27/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	kwsna.bids@kemira.com	
		cwahl@spokanecity.org	
		mcoster@spokanecity.org	
		kkeck@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Wastewater Management
February 27, 2017

Subject

One-year extension of contract #OPR2013-0213 (Bid #3902-13) liquid Aluminum Sulfate with Kemira Water Solutions, Inc. (Spokane, WA).

Background

The contract with Kemira includes an option for four annual extensions. This fourth one-year extension will be for the period of April 1, 2017 to March 31, 2018 and includes a 3% cost increase. The department estimates a purchase of 5,000 dry tons of liquid aluminum sulfate at \$241.73 per dry ton for a total annual cost of \$1,313,802.55 including tax.

Impact

Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility (RPWRF) discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow during the algae growing season in Lake Spokane.

Action

Recommend approval.

Funding

Funding for this purchase is provided in the Wastewater Management budget.



City of Spokane
CONTRACT EXTENSION

4 of 4

THIS CONTRACT EXTENSION is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **KEMIRA WATER SOLUTIONS, INC.**, whose address is 3211 Clinton Parkway Court, Lawrence, Kansas 66047, as ("Vendor"). Hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide ALUMINUM SULFATE to the City; and

WHEREAS, the original Contract allows for four (4) additional one (1) year extensions, subject to mutual written agreement of the parties; and

WHEREAS, the parties would like to extend the Contract;

-- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS**. The original Contract dated April 8, 2013 and April 12, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EXTENSION**. The contract documents shall be extended beginning April 1, 2017 and shall run through March 31, 2018.
3. **COMPENSATION**. The City shall pay a maximum amount not to exceed **TWO HUNDRED FORTY ONE AND 73/100 DOLLARS (\$241.73)** per dry ton for everything

furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: February 22, 2017

KEMIRA WATER SOLUTIONS, INC.

E-Mail address, if available:

Kwsna.bids@Kemira.com

By 

Title: Customer Service Mgr.

17-025



Where water
meets chemistry™

February 15, 2017

Samantha Johnson
Buyer
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA. 99201-3316

RE: Bid Number #3902-13

Dear Samatha,

Thank you for allowing us to extend our current contract under the same terms and conditions as Bid #3902-13.

Due to an increase in ATH (Aluminum) costs, Kemira is requesting a price increase for this extension from \$234.69 per dry ton to \$241.73 dry ton. This price is effective 04/01/17 through 03/31/18.

If you require supporting documentation regarding the ATH prices please let us know.

If you should have any questions regarding this extension please contact me at 403-461-6746.

Sincerely,

Jessie Millott
Senior Account Manager
Kemira Water Solutions, Inc.

Kemira Oyj
P.O.Box 330 (Porkkalankatu 3)
FI-00101 Helsinki
Finland
www.kemira.com

Europe, Middle-East and Africa
Tel +358 10 8611
North America
Tel +1 770 436 1542

South America
Tel +55 11 2189 4900
Asia-Pacific
Tel +88 21 6037 5999



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/24/2017
Clerk's File #	ORD C35483
Renews #	

Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	JONATHAN 625-6734	Project #	
Contact E-Mail	JMALLAHAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	1680 - EBO - RENTAL REHABILITATION FUND		

Agenda Wording

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of

Summary (Background)

During the preparation of the 2017 budget, it was believed that the loan funds needed for the Ridpath rehabilitation project would be obligated by the end of fiscal year 2016. These funds were not included in the budgeted expenditures for 2017 and are necessary to accommodate an anticipated \$1.75 million loan for the rehabilitation of the Ridpath.

Fiscal Impact		Budget Account	
Expense	\$ 950,000.00	#	1780 59400 51010 54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KINDER, DAWN	Study Session	
Division Director	KINDER, DAWN	Other	PED 2/27/17
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT	Engineering Admin	
For the Mayor	SANDERS, THERESA	jmallahan@spokanecity.org	
Additional Approvals		dkinder@spokanecity.org	
Purchasing		sstopherspokanecity.org	
		tdunviant@spokanecity.org	
		sscheidegger@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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.

Summary (Background)

Fiscal Impact

Select \$ mdoval@spokanecity.org
Select \$

Budget Account

kschmitt@spokanecity.org
#

Distribution List

ORDINANCE NO _____C35483

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, 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 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Rental Rehabilitation 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 Rental Rehabilitation Fund, and the budget annexed thereto with reference to the Rental Rehabilitation Fund, the following changes be made:

FROM:	1780-59400	Rental Rehabilitation Fund	
	99999-	Unappropriated Reserves	<u>\$ 950,000</u>
TO:	1780-59400	Rental Rehabilitation Fund	
	51010-54201	Contractual Services	<u>\$ 950,000</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 an agreement to loan Rental Rehabilitation funds for the rehabilitation of the Ridpath, 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

PCED BRIEFING PAPER
City of Spokane
Community, Housing and Human Services
February 27, 2017

Subject

Ridpath Club Apartments Renovation and City financial support, including City loan of up to \$1,750,000.

Background

The Ridpath Club Apartments project includes the acquisition and renovation of most of the former Ridpath Hotel (514 W 1st Ave) and adjacent building (502 W 1st Ave). The common address is 515 W. Sprague Ave. The 13-story Ridpath Hotel (aka Ridpath Tower) was constructed as a luxury hotel in 1952 and the adjacent 4-story “East Annex” building was constructed in 1906 as the St. Nicholas Hotel, and later used by the YWCA, until it was combined with a predecessor of the Ridpath Hotel in 1937. Over time, other buildings were included in the Ridpath Hotel complex. The hotel closed in 2008, ownership of the Tower and other related parcels was fractured, and various financial and legal problems impeded development. Mr. Ron Wells and partners have worked with prior owners, courts, lenders, and others to develop a plan and financing package to redevelop two key parts of the prior hotel complex.

The Ridpath Club Apartments will include 102 “micro” apartments, 45 studio apartments, 58 1-bedroom apartments, and a 2 bedroom apartment. (It will not include condominium units on the Tower’s top 2 floors.) Plans for the Tower include rental units, a parking garage, restaurant, residential common areas, and management offices. The East Annex will have rental units, a fitness facility with a pool, which was part of the St. Nicholas Hotel. The total development cost is about \$20.3 million. A 2014 as completed appraisal by Cushman and Wakefield of Oregon gave an as-completed value of \$14.1 million. An updated appraisal has been ordered by a bank. (The renovation of the of the condominium units is not part of this project and they are under separate ownership.)

The borrower will be the Ridpath Club Apartments, LLC or a related single asset entity. The City’s loan is part of a financing structure that includes a construction loan, bonds, equity from the sale of low-income housing tax credits and historic tax credits, deferred developer fee loan, and a loan from the WA State Housing Finance Commission (WSHFC). The specific details of the City’s loan are being negotiated with the borrower and the WSHFC. The City loan documents will be presented to Council for approval when they are complete. The WSHFC is expected to give its final approval of bonds, low-income housing tax credits, and

\$2 million loan at its scheduled meeting on 4/27/17. The financing is expected to close between March and May 2017, work should begin shortly thereafter, and take about a year to complete. Unit leasing will begin on a floor-by-floor basis during construction.

Impact

The renovation will transform two long-vacant buildings in the heart of Downtown Spokane with 206 rental housing units, a restaurant, a fitness center, and other commercial space. The streetscape improvements include sidewalks and street trees.

Action

Before June, the final loan documents will be submitted for City Council approval.

Funding

City loan funding is from accumulated program income from the closed federal Rental Rehabilitation Program. City staff is exploring the applicability of other City development incentives.

RIDPATH CLUB APARTMENTS
515 W SPRAGUE AVE
DRAFT BUDGET

Acquisition	\$4,740,000	Net investor equity	\$5,325,000
Construction	5,294,089	Permanent loan	8,075,000
Sales tax	502,896	WA State Housing Finance	
Other hard costs	1,048,379	Commission loan	2,000,000
Hard cost contingency	1,022,305	Def developer fee loan	1,889,703
Architect	444,973	Gen'l Partner LLC loan	500,000
Construction interest	901,336	Gen'l Partner equity	100
Misc financing fees	782,002	Net operating income during	
Misc legal fees	671,000	construction	717,055
Repayment of WSHFC	967,055		
Other costs	347,849	City loan	1,750,000
Comm'l tenant improvmts	150,000		
Reserves	720,000		
Developer fees	<u>2,539,974</u>		
	\$20,256,858		<u>\$20,256,858</u>



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	2/23/2017
Clerk's File #	ORD C35484
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	5600 - ACCOUNTING POSITION FOR FIRE

Agenda Wording

Amending Ordinance No. C-35457 and appropriating funds in the Accounting Services Fund, FROM: Interfund Finance, \$67,900; TO: Various Accounts, same amount.

Summary (Background)

This ordinance creates an additional Accounting Clerk position that will provide additional accounting/payroll support to the Fire Department. Fire administration has requested this additional support and will fund the new position from within their existing budget.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 67,900	#	5600-30210-99999-34821
Expense	\$ 67,900	#	Various Accounts - See Ordinance
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance Committee 03/06/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	kbustos@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	korlob@spokanecity.org	
<u>Additional Approvals</u>		lwilliams@spokanecity.org	
<u>Purchasing</u>		cmarchand@spokanecity.org	
		bschaeffer@spokanecity.org	

ORDINANCE NO C35484

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Accounting Services 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 Accounting Services Fund, and the budget annexed thereto with reference to the Accounting Services Fund, the following changes be made:

FROM:	5600-30210	Accounting Services	
	99999-34821	Interfund Finance	<u>\$ 67,900</u>
TO:	5600-76320	Accounting Services	
	14230-01060	Accounting Clerk (from 13 to 14 positions)	45,000
	14230-52110	Social Security	3,500
	14230-52210	Retirement	3,700
	14230-52310	Medical	13,500
	14230-52320	Dental	900
	14230-52330	Life	300
	14230-51640	Deferred Comp	1,000
			<u>\$ 67,900</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 create an additional Accounting Clerk position to support Fire Department operations, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
03/13/2017

Date Rec'd	3/1/2017
Clerk's File #	RES 2017-0018
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	AMBER 625-6275	Project #	
Contact E-Mail	AWALDREF@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	JOINT PLANNING FOR EXTREME WINTER WEATHER		

Agenda Wording

A RESOLUTION ESTABLISHING A JOINT PARTNERSHIP FOR IDENTIFYING RESOURCES AND UTILIZING BEST PRACTICES TO REMOVE SNOW AND ENSURE MOBILITY DURING WINTER WEATHER EVENTS

Summary (Background)

Spokane City Council and City Administration (Streets, Code Enforcement and Parking Enforcement) will work jointly over the next several months through the Public Works Committee to identify changes to the City's approach to winter weather events and the Snow Plan, such as: 1. Reducing city-wide plowing time during heavy snow events; 2. Improving snow removal services in high density areas like Downtown Spokane, and around schools and medical facilities; 3. Improving communication regarding on-street vehicle storage during snow plowing and parking enforcement; and 4. Identifying better strategies to keep sidewalks and driveways clear; and ensure any changes can be properly resourced in the current and future City Budgets.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Works 2/27/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smsimmons@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2017-0018

A RESOLUTION ESTABLISHING A JOINT PROCESS TO ENSURE USE OF BEST PRACTICES TO REMOVE SNOW AND PROVIDE MOBILITY DURING WINTER WEATHER EVENTS

WHEREAS, the City of Spokane is committed to maintaining the movement of people and goods on the City's street system during the winter months and enhancing safety for residents and visitors;

WHEREAS, achieving those commitments requires advance planning, equipment, and collaboration between City Departments and personnel for ordinary and extreme winter weather events; and

WHEREAS, the winter weather of 2016-2017 has been particularly challenging with repeated snowfall, freeze and thaw conditions; and

there is a desire by the community, City Council and Administration to reduce the amount of time to remove snow during or after Stage 2 weather events;

WHEREAS, sidewalks and connections to transit have been blocked by snow and ice, making it difficult for people to access all modes of transportation; and

WHEREAS, the City Administration and City Council recognize the importance of budget planning that provides for equipment and staffing for typical winters and winters with heavier snowfall that provide an enhanced response to meet the expectations and needs of our citizens for safe travel to school, work, and throughout the City; and

WHEREAS, the City endeavors to engage all stakeholders to strengthen the City's preparedness and response efforts for future extreme winter conditions and to identify the level of service for ice and snow removal that can be reasonably expected and afforded by citizens during winter months; and

NOW, THEREFORE BE IT RESOLVED, that the Spokane City Council and City Administration (Streets, Code Enforcement and Parking Enforcement) will work jointly over the next several months through the Public Works Committee to identify changes to the City's approach to winter weather events and the Snow Plan, such as: 1. Reducing city-wide plowing time during heavy snow events; 2. Improving snow removal services in high density/high use areas like Downtown Spokane, schools and medical facilities; 3. Improving communication regarding on-street vehicle storage during snow plowing and parking enforcement; and 4. Identifying better strategies to keep sidewalks and driveways clear; improve condition of sidewalks and driveway approaches; and ensure any changes can be properly resourced in the current and future City Budgets.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

03/06/2017

Date Rec'd

2/22/2017

Clerk's File #

ORD C35480

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

LORI KINNEAR 6261

Project #**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - CONCERNING COMMERCIAL VEHICLE REGULATIONS

Agenda Wording

An ordinance concerning the regulation of commercial vehicles in the city of Spokane.

Summary (Background)

Incorporates by reference requirements of state law, specifically, RCW 46.16a.455 and WAC 446-65-010(u), "Transportation Requirements". This will allow the city to enforce record-keeping and driver-related regulations, and provides that violation of this section is a class 2 civil infraction.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**Public Safety Comm.,
2/20/17**Finance**

DOVAL, MATTHEW

Distribution List**Legal**

MURAMATSU, MARY

For the Mayor**Additional Approvals****Purchasing**

ORDINANCE NO. C35480

An ordinance relating to commercial vehicles; adopting a new section 16A.44.100 of the Spokane Municipal Code; and renaming chapter 16A.44 of the Spokane Municipal Code.

NOW, THEREFORE, The City of Spokane does ordain:

Section 1. That there is adopted a new section 16A.44.100 of the Spokane Municipal Code to read as follows:

Section 16A.44.100 Regulations on Motor Carriers Used in Intrastate or Interstate Commerce

A. Concerning motor carriers used in intrastate or interstate commerce and operating within the City of Spokane, the following are adopted by reference as if fully set forth herein:

1. RCW 46.16a.455, "Trucks, buses, and for hire vehicles based on gross weight"; and
2. WAC 446-65-010(u), "Transportation Requirements".

B. Violation of this section is a class 2 civil infraction.

Section 2. That chapter 16A.44 of the Spokane Municipal Code is renamed as follows:

Chapter 16A.44 (~~Special Permits for Oversize or Overweight Movements~~) Commercial Vehicles

PASSED BY THE CITY COUNCIL ON _____, 2017.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

03/06/2017

Date Rec'd

2/22/2017

Clerk's File #

ORD C35481

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

LORI KINNEAR 6261

Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0320 - CONCERNING THE CRIME OF VEHICLE TRESPASS

Agenda Wording

Concerning the creation of a new misdemeanor, vehicle trespass.

Summary (Background)

This proposed ordinance creates the new crime, punishable as a misdemeanor, of vehicle trespass. The crime of vehicle trespass consists of being present in a vehicle without permission.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**Public Safety Comm.,
2/20/17**Finance**

DOVAL, MATTHEW

Distribution List**Legal**

MURAMATSU, MARY

For the Mayor**Additional Approvals****Purchasing**

ORDINANCE NO. C35481

An ordinance relating the crime of vehicle trespass; enacting a new section 10.12.065 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 10.12.065 of the Spokane Municipal Code to read as follows:

Section 10.12.065 Vehicle Trespass Prohibited; Penalty

- A. A person is guilty of vehicle trespass if he or she knowingly enters or remains unlawfully in a vehicle belonging to another.
- B. As used in this section:
 - 1. "Enter" means the entrance of a person into a vehicle, the insertion of any part of a person's body into a vehicle, or the insertion of any instrument or weapon held in a person's hand into a vehicle.
 - 2. "Enters or remains unlawfully" means entering or remaining inside a vehicle without the license or invitation of the owner or other privilege to so enter or remain.
- C. Vehicle trespass is a misdemeanor.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

03/06/2017

Date Rec'd

2/22/2017

Clerk's File #

ORD C35482

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

LORI KINNEAR 6261

Project #**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - CONCERNING EXTREME RISK PROTECTION ORDERS

Agenda Wording

An ordinance concerning the enforcement of extreme risk protection orders.

Summary (Background)

This proposed ordinance clarifies the process and penalties for failure to comply with extreme risk protection orders (ERPOs) and clarifies the elements of the crime of false reporting.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**Public Safety Comm.,
2/20/17**Finance**

DOVAL, MATTHEW

Distribution List**Legal**

MURAMATSU, MARY

For the Mayor**Additional Approvals****Purchasing**

ORDINANCE NO. C35482

An ordinance relating to the enforcement of extreme risk protection orders; amending section 10.07.020 of the Spokane Municipal Code; enacting new sections 10.07.022 and 10.07.024 of the Spokane Municipal Code; and re-numbering section 10.07.021 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.07.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.07.020 Making a False or Misleading Statement to a Public Servant

- A. A person who knowingly makes a false or misleading material statement to a public servant is guilty of a gross misdemeanor. "Material statement" means a written or oral statement reasonably likely to be relied upon by a public servant in the discharge of his official powers or duties. (RCW 9A.76.175)

~~((1. A person is guilty of false reporting if, with knowledge that the information reported, conveyed or circulated is false, he initiates or circulates a false report or warning of an alleged occurrence or impending occurrence of a fire, explosion, crime, catastrophe or emergency knowing that such false report is likely to cause evacuation of a building, place of assembly or transportation facility, or to cause public inconvenience or alarm.~~

~~2. False reporting is a gross misdemeanor. (RCW 9A.84.040)))~~

Section 2. That there is adopted a new section 10.07.022 of the Spokane Municipal Code to read as follows:

Section 10.07.022 False Reporting

A person is guilty of false reporting if, with knowledge that the information reported, conveyed or circulated is false, he initiates or circulates a false report or warning of an alleged occurrence or impending occurrence of a fire, explosion, crime, catastrophe or emergency knowing that such false report is likely to cause evacuation of a building, place of assembly or transportation facility, or to cause public inconvenience or alarm. False reporting is a gross misdemeanor. (RCW 9A.84.040)

Section 3. That there is adopted a new section 10.07.024 of the Spokane Municipal Code to read as follows:

Section 10.07.024 Violations Related to Extreme Risk Protection Orders

- A. False Filing of Extreme Risk Protection Order

Any person who files a petition for an Extreme Risk Protection Order pursuant to Chapter 7.94 RCW knowing the information in such petition to be materially false, or with intent to harass the respondent, is guilty of a gross misdemeanor.

B. Unlawful Possession of Firearm After Issuance of Extreme Risk Protection Order

Any person who has in his or her custody or control, purchases, possesses, or receives a firearm with knowledge that he or she is prohibited from doing so by an order issued pursuant to Chapter 7.94 RCW is guilty of a gross misdemeanor, and further is prohibited from having in his or her custody or control, purchasing, possessing, or receiving, or attempting to purchase or receive, a firearm for a period of five years from the date the existing order expires. However, such person is guilty of a class C felony if the person has two or more previous convictions for violating an order issued pursuant to Chapter 7.94 RCW.

Section 4. That section 10.07.021 of the Spokane Municipal Code is renumbered as follows:

Section ((~~10.07.021~~)) 10.07.026 Criminal Impersonation

- A. No person may with intent to defraud another or for any other unlawful purpose:
1. assume a false identity and do an act in his assumed character, or
 2. pretend to be a representative of some person or organization or public servant and do an act in his pretended capacity.
- B. The penalty for violation of this section is a fine not to exceed five thousand dollars, or imprisonment for not more than three hundred sixty-four days, or both such fine and imprisonment.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date