

## **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, OCTOBER 23, 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 MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBER  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [jjackson@spokanecity.org](mailto:jjackson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources 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. Setting public hearings:   |                                      | FIN 2017-0001 |
| a. On possible revenue sources for the 2018 budget for October 30, 2017.  | Set Hrg.<br>10-30-2017               |               |
| b. For review of the 2018 Proposed Budget beginning Monday, October 30, 2017, and continuing thereafter at the regular council meetings during the month of November. | Set Hrgs.<br>Beginning<br>10-30-2017 |               |
| <b>Crystal Marchand</b>   |                                      |               |
| 2. Purchases by Fleet Operations for the Police Department of:  | Approve<br>All                       |               |
| a. six Chevrolet Tahoe Police Pursuit vehicles from Bud Clary Chevrolet (Moses Lake, WA)—\$268,109.92 (incl. tax).  |                                      | OPR 2017-0724 |
| b. eight Ford Interceptors and thirteen Ford Taurus Sedan AWD Police Pursuit vehicles from Columbia Ford (Longview, WA)—\$694,409.32 (incl. tax).                     |                                      | OPR 2017-0725 |
| <b>Steve Riggs</b>  |                                      |               |



- |  |                             |               |
|--|-----------------------------|---------------|
| 3. Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs—\$100,000 Revenue.<br><b>Dan Kegley</b>  | Approve                     | OPR 2017-0726 |
| 4. Contract with Spokane Transit Authority to establish a Universal Transit Access Pass Agreement so that City of Spokane employees are able to use their City ID to use STA bus services—\$60,425.<br><b>Chris Cavanaugh</b>  | Approve                     | OPR 2017-0727 |
| 5. Agreement with Spokane County to accept funding from Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address and Residency Verification Program from July 1, 2017 through June 30, 2018—\$60,000.<br><b>Justin Lundgren</b>                        | Approve                     | OPR 2017-0728 |
| 6. Extension of Memorandum of Understanding with City of Liberty Lake Police Department for the Records Department Workflow Assessment project through March 31, 2018—\$42,500. Total Cost: \$91,500.<br><b>Eric Olsen</b>   | Approve                     | OPR 2017-0475 |
| 7. 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 |
| 8. City Council Meeting Minutes: _____, 2017.  | Approve All                 | CPR 2017-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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# **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

**BOARDS AND COMMISSIONS APPOINTMENTS**

**(Includes Announcements of Boards and Commissions Vacancies)**

**APPOINTMENTS**

**RECOMMENDATION**

**Lodging Tax Advisory Committee: Two Appointments and  
Two Reappointments.**

**Confirm CPR 2000-0031**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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

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# **LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

## **NO EMERGENCY ORDINANCES**

## **NO RESOLUTIONS**

## **FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C35557      Relating to imprest accounts, amending SMC 7.03.110 Section 1.

**Howard Delaney**

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for October 23, 2017**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

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

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

## **ADJOURNMENT**

The October 23, 2017, Regular Legislative Session of the City Council is adjourned to October 30, 2017.

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## **NOTES**



# Agenda Sheet for City Council Meeting of: 10/23/2017

<b>Date Rec'd</b>	10/10/2017
<b>Clerk's File #</b>	FIN 2017-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	CRYSTAL 625-6369 MARCHAND
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0410 - SET REVENUE HEARING

## **Agenda Wording**

Setting public hearing on possible revenue sources for the 2018 Budget for October 30, 2017.

## **Summary (Background)**

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2018 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 13th Agenda.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	tdunivant@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jdclark@spokanecity.org
<b><u>Additional Approvals</u></b>		cmarchand@spokanecity.org
<b><u>Purchasing</u></b>		



# Agenda Sheet for City Council Meeting of: 10/23/2017

<b>Date Rec'd</b>	10/10/2017
<b>Clerk's File #</b>	FIN 2017-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	CRYSTAL 625-6369 MARCHAND
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0410 - SET BUDGET HEARINGS

## **Agenda Wording**

Setting the hearings for review of the 2018 Proposed Budget beginning Monday, October 30, 2017 and continuing thereafter at the regular Council Meetings during the month of November.

## **Summary (Background)**

As part of the annual budget process, the City Council will hold public hearings on the proposed 2018 Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on October 30, 2017 and are currently scheduled to continue each Monday during the month of November. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	tdunivant@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jdclark@spokanecity.org
<b><u>Additional Approvals</u></b>		cmarchand@spokanecity.org
<b><u>Purchasing</u></b>		

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

10/23/2017

<u>Date Rec'd</u>	10/10/2017
<u>Clerk's File #</u>	OPR 2017-0724
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	RE#18738 & 18739

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7706
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 - FLEET PURCHASE OF CHEVY TAHOES

Agenda Wording

Purchase of six (6) Chevrolet Tahoe Police Pursuit vehicles from Bud Clary Chevrolet (Moses Lake, WA) - \$268,109.92 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 deeper discounts from the manufacturer. These vehicles are for the Police Department and will replace vehicles in the Police Fleet that have reached or exceeded their economic service life. Two are being paid with USDOT Grant monies.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 179549.33		# 5901-79115-94000-56404
Expense \$ 88560.59		# 1620-91754-94000-56404
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u> PSC 10/2/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	TPRINCE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SRIGGS
<u>Additional Approvals</u>	TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA	

**Briefing Paper  
City of Spokane  
Public Safety Committee  
2017 Vehicle Purchase  
October 2, 2017**

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**Subject**

2017 SPD vehicle purchase of 6 Chevrolet Tahoe's, 13 Ford Taurus Sedans AWD, 8 Interceptor SUV's and 1 Motorcycle for the Police Department. Two Chevrolet Tahoe's will be partially funded by the FY2017 High Priority Grant from the Department of Transportation.

**Background**

This purchase will replace vehicles in the Police Fleet that have reached or exceeded their economic service life. Total estimate for the purchase is about \$1,000,000.00.

**Impact**

These vehicles will allow the Police Department to continue to maintain their fleet of patrol and administrative vehicles.

**Action**

Recommend approval

**Funding**

- US DOT TACT Grant (2 Chevy Tahoe's)
- 5901 – Police Capital Fund

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

10/23/2017

<u>Date Rec'd</u>	10/10/2017
<u>Clerk's File #</u>	OPR 2017-0725
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	RE #18738 & 18737

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7706
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 - FLEET PURCHASE OF POLICE FORD INTECEPTORS AND TAURUS

Agenda Wording

Purchase of eight (8) Ford Interceptors and thirteen (13) Ford Taurus Sedan AWD Police Pursuit vehicles from Columbia Ford (Longview, WA) - \$694,409.32 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 deeper discounts from the manufacturer. These vehicles are for the Police Department and will replace vehicles in the Police Fleet that have reached or exceeded their economic service life.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 694,409.32	# 5901-79115-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u> PSC - 10/2/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	TPRINCE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SRIGGS
<u>Additional Approvals</u>	TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA	



**Briefing Paper  
City of Spokane  
Public Safety Committee  
2017 Vehicle Purchase  
October 2, 2017**

---

**Subject**

2017 SPD vehicle purchase of 6 Chevrolet Tahoe's, 13 Ford Taurus Sedans AWD, 8 Interceptor SUV's and 1 Motorcycle for the Police Department. Two Chevrolet Tahoe's will be partially funded by the FY2017 High Priority Grant from the Department of Transportation.

**Background**

This purchase will replace vehicles in the Police Fleet that have reached or exceeded their economic service life. Total estimate for the purchase is about \$1,000,000.00.

**Impact**

These vehicles will allow the Police Department to continue to maintain their fleet of patrol and administrative vehicles.

**Action**

Recommend approval

**Funding**

- US DOT TACT Grant (2 Chevy Tahoe's)
- 5901 – Police Capital Fund



**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/6/2017
<b>Clerk's File #</b>	OPR 2017-0726
<b>Renews #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN KEGLEY EXT. 7821	<b>Project #</b>	
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4100 - MEDICAL LAKE WATER SUPPLY INTERTIE AGREEMENT		

**Agenda Wording**

Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs.

**Summary (Background)**

The City of Medical Lake requested an emergency intertie with the City of Spokane in 2009. This intertie will provide supplemental water in drought conditions during a stressed aquifer and in case of emergencies. Medical Lake will be responsible for all costs of construction and for appurtenance maintenance past the point of delivery. Usage cannot exceed 800 gallons per minute without a new agreement. Revenue estimate based on four months supplemental use and a thirty day emergency.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Revenue	\$ 100,000.00	# 4100-42410-34052-34328-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PWC 9/25/2017
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	dkegley@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jsakamoto@spokanecity.org	
<b><u>Additional Approvals</u></b>		sjohnson@spokanecity.org	
<b><u>Purchasing</u></b>		acline@spokanecity.org	

**BRIEFING PAPER**  
**Public Works**  
**Water Department**  
**September 25, 2017**

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**Subject**

Intertie agreement with the City of Medical Lake to supply water to address supplemental needs and meet demands during emergencies.

**Background**

In 2009, the City of Medical Lake approached the Water Department to request an emergency intertie with the City of Spokane. The intertie would provide supplemental water during drought conditions in a stressed aquifer and also provide an additional amount that could to be provided in emergency situations.

**Impact**

The City of Spokane would install needed water quality monitoring equipment and would have the option of installing a flow control valve to regulate the amount of water delivered. Medical Lake would be responsible for establishing the point of connection and all installation and maintenance beyond the point of delivery as outline in exhibit A.

**Summary**

Medical Lake will be responsible for all costs associated with construction of the intertie which includes: the General Facility Charge, tap, meter, backflow assembly, and vault. Also, they will be responsible to maintain all appurtenances past the point of delivery. The City of Spokane will be responsible for meter maintenance and all infrastructures prior to the point of delivery. In total Medical Lake could not exceed 800 gallons per minute in total without a new agreement.

**Action**

Recommend approval

**Funding**

Funding for the flow control valve and water quality monitoring equipment will be by Water Department funds.

Spokane City Clerk File No. \_\_\_\_\_  
Medical Lake City Clerk File No. \_\_\_\_\_

## **WATER SUPPLY AGREEMENT BETWEEN MEDICAL LAKE and the CITY OF SPOKANE**

THIS WATER SUPPLY AGREEMENT ("Agreement") is entered into by THE CITY OF SPOKANE ("Spokane"), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF MEDICAL LAKE ("Medical Lake"), a municipal corporation of the State of Washington and Optional Municipal Code City, with a principal place of business located at 124 S Lefevre, Medical Lake, Washington, each a "Party" and collectively the "Parties."

### **RECITALS**

- A. Spokane owns and operates a Chapter 70.119A Group A Public Water System ("Spokane Water System") that supplies and distributes potable water to its own resident customers.
- B. The Spokane Water System currently has the water resources, capital facilities and infrastructure, and funding to regionally supply and distribute treated domestic water to wholesale purveyors and numerous retail customers outside the Spokane's corporate limits, and has done so historically.
- C. Spokane owns and operates a series of wells pursuant to a series of water rights that are authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan ("Spokane Water System Plan"), promulgated in accordance with Chapter 43.20 RCW and entitled "City of Spokane, Comprehensive Water System Plan," Volumes 1 and 2, dated January 12th, 2017 adopted and approved by the City of Spokane City Council by Resolution dated March 2015 and approved by the State Department of Health ("State DOH"), as said document may be amended, revised, or updated from time to time.
- D. In accordance with the planning and goals set forth in its Spokane Water System Plan, Spokane seeks to fulfill and implement its role as regional water supplier by including the City of Medical Lake as a wholesale water customer.
- E. Medical Lake, owner of its own Chapter 70.119A Group A Public Water System ("Medical Lake Water System"), seeks to supplement and stabilize its existing water supply portfolio by interconnecting to the Spokane Water System to ease Medical Lake's service demand stress on its water supply during peak daily and seasonal timeframes.

- F. Medical Lake approached Spokane to negotiate business term parameters whereby Spokane would supply Medical Lake with drinking water to supplement Medical Lake's existing water resource portfolio.
- G. The Parties now seek to reduce their business negotiations to a formal, legally binding agreement outlining their respective rights and responsibilities.
- H. The Parties acknowledge that numerous state and local regulatory approvals will be required in addition to design and construction completion before Spokane provides and Medical Lake accepts water delivery under this Agreement.
- I. The Parties desire to form a mutually beneficial stewardship relationship to manage the water resources. The Parties agree to cooperate with each other to the greatest extent feasible to secure state and local regulatory approvals, revise respective comprehensive water plans and implement the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the Parties do hereby agree as follows:

**1. Term.**

- 1.1. This Agreement shall take effect on the date that both Parties have duly executed the Agreement. This Agreement shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated (in whole or in part) ("Term"). The Parties agree to review and modify as necessary at five (5) year intervals.
- 1.2. The provisions of section 1.1 notwithstanding, the Term of this Agreement may be extended by written agreement of the Parties and by a duly executed Amendment to this Agreement. Extensions may be in five (5) year intervals or as agreed by the Parties.
- 1.3. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement will be through a written executed amendment to this Agreement.
- 1.4. All obligations incurred during the Term shall survive expiration or termination of the Agreement.
- 1.5. Either Party may provide notice of Termination upon six(6) months written notice to the other party.

**2. Regulatory Approvals.** The Parties acknowledge and agree that the following regulatory approvals and property rights are necessary before water deliveries may begin.

- 2.1. Spokane must obtain the following state and local approvals regarding this Agreement:

- 2.1.1. State Department of Health; and

- 2.1.2. State Department of Ecology.

Spokane will bear all initial costs of obtaining this regulatory approval. Spokane will keep Medical Lake informed of status, will advise Medical Lake when these approvals have been obtained, and will provide copies of these approvals to Medical Lake promptly after they have been obtained.

- 2.2. Medical Lake must obtain the following state and local approvals regarding this Agreement:

- 2.2.1. State Department of Health; and

- 2.2.2. State Department of Ecology.

Medical Lake will bear all initial costs of obtaining these regulatory approvals. Medical Lake will keep Spokane informed of status, will advise Spokane when these approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.

- 2.3. The Parties shall collaborate on obtaining any approvals necessary from Spokane County and shall bear their own initial costs of obtaining any such approval.

- 2.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in Section 2, "Regulatory Approvals") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same.

### **3. Construction, Funding, and Responsibility for Improvements.**

- 3.1. Medical Lake shall apply and pay for all Spokane Application(s) for Connection required to deliver wholesale water pursuant to this Agreement in accordance with Title 13, Chapter 13.04, Section 13.04.0502, and Applications for Connection Spokane Municipal Code ("Application for Connection"). Medical Lake shall also pay a Water General Facilities Charge as outlined in Title 13 Chapter 13.04, Section 13.04.2042 E-1.

- 3.1.1. Medical Lake shall purchase a backflow prevention device or assembly consistent with Chapter 246.290 WAC, from and approved by Spokane, designed and tested to counteract back pressure and back siphonage ("Medical Lake Backflow Prevention Device"). Medical Lake shall have

the Medical Lake Backflow Prevention Device tested by a certified Backflow Assembly Tester, approved by the Water Department for compliance with Legal Requirements. A copy of each year's test along with a certification that the backflow assembly complies with Legal Requirements and is in good working condition shall be provided to Spokane each year.

- 3.1.2. Medical Lake shall purchase from Spokane a tap ("Tap") and initial master meter ("Initial Master Meter") in accordance with Spokane Municipal Code Title 13, Chapter 13.04, Section 13.04.0602 A, including, any initial testing and/or inspection fees required by Spokane.
- 3.1.3. Medical Lake shall purchase/construct a vault of adequate dimension to accommodate the initial master meter, the backflow assembly and the flow regulating valve.
- 3.1.3 Spokane will design and construct a Flow Control Valve. Said design and construction shall be at the sole discretion of Spokane. Spokane shall bear all costs associated with the design and construction of the Flow Control Valve.
- 3.1.4 Spokane shall install the Medical Lake Backflow Prevention Device, the Initial Master Meter, the Flow Regulating Valve, the Tap, and perform the initial backflow assembly test.
- 3.2. The Parties agree that additional improvements are required to effectuate the terms of this Agreement. The Improvements' general location and layout are shown and described on Exhibit "A". The Parties shall design and construct their respective improvements in a manner that is consistent with the provisions of all applicable local, state, and federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.
- 3.3. The Parties agree to allocate cost for the additional improvements' design and construction as follows.
  - 3.3.1. Medical Lake agrees to full and complete responsibility for the design and construction of the following Improvements ("Medical Lake Improvements"). All costs associated with the Medical Lake Improvements shall be borne by Medical Lake.
    - 3.3.1.1. Medical Lake shall submit to Spokane for review, revision, and approval of designs, specifications, and construction schedule for all Medical Lake Improvements ("Medical Lake Plans") required to effectuate the delivery of wholesale water pursuant to this Agreement except as otherwise provided by Section 3.4. Such plans shall include, without limit, the limits of excavation for and placement of any

vault(s). Subject to the requirements set forth in Section 3.1, the Medical Lake Improvements shall also include the Application for Connection, the Tap, and the Initial Master Meter. Medical Lake shall not commence construction of the Medical Lake Improvements until Medical Lake has received from Spokane approved Medical Lake Plans (as such documents may be revised by Spokane) and Spokane's written authorization to proceed with construction ("Notice to Proceed").

3.4. Spokane agrees to full and complete responsibility for the following improvements ("Spokane Improvements"). All costs of the Spokane Improvements shall be borne by Spokane.

3.4.1. Except as provided in Section 3.1, Spokane shall tap the Spokane transmission line necessary to deliver wholesale water pursuant to this Agreement.

3.4.2. Spokane shall timely review the Medical Lake Plans, and will not unreasonably withhold its approval of the Medical Lake Plans.

3.4.3. Spokane shall design and construct water quality monitoring equipment as shown, described, and specified in Exhibit B ("Spokane WQ Monitoring Equipment").

3.5. The "Point of Delivery" shall be that specifically identified point between transmission mains of the Parties to this Agreement where water will be transferred from one Party's system to the facilities of the other Party. The Point of Delivery is identified and described on Exhibit A.

3.6. The Parties agree that: (1) after design and construction of the Medical Lake Improvements are complete, Medical Lake will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Medical Lake Improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("Legal Requirements"); and (2) after design and construction of the Spokane Improvements are complete, Spokane will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Spokane Improvements and associated facilities consistent with water system standards Legal Requirements except as provided in Section 3.6.1. The aforementioned sentence notwithstanding, the Parties further agree as follows:

3.6.1. Spokane shall operate and maintain the Initial Master Meter, including, without limit, any additional replacement meters.



3.6.2. Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment. Spokane shall, in its sole discretion and at its sole expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol set forth in Exhibit B.

3.6.3. If Spokane elects to construct a Spokane Flow Control Valve, Spokane shall own, operate, and maintain it.

4. **Water Delivery.** Following completion of the Spokane Improvements and Medical Lake Improvements, receipt of all Regulatory Approvals, and any other preconditions to water delivery provided in this Agreement (“Initial Delivery Date”), Spokane agrees to sell and make available to Medical Lake, and Medical Lake agrees to accept delivery of and pay for wholesale water as follows.

4.1. The wholesale water sold to Medical Lake by Spokane pursuant to this Agreement shall be water available from Spokane’s water rights. Spokane has reviewed Medical Lake’s service area as described in its approved Comprehensive Water Plan (“Medical Lake Service Area”). Spokane determines that Medical Lake may beneficially use Spokane’s water delivered pursuant to this Agreement within the Medical Lake Service Area. Medical Lake confirms the water received from Spokane is being used by Medical Lake consistent with Spokane’s water system plan. Medical Lake shall ensure any future plan amendments will comply with both Comprehensive Water System Plans and all applicable laws.

4.2. All water supplied by Spokane for use or sale by Medical Lake shall be upon the express condition that after water passes the Point of Delivery, it becomes the property and exclusive responsibility of Medical Lake. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.3. The quality of wholesale water made available to Medical Lake pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane’s other customers and shall be in compliance with all applicable state and federal drinking water laws, regulations and standards at the Point of Delivery. Medical Lake shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.4. From the Initial Delivery Date until the date that Spokane ceases making wholesale water sales, Spokane shall make available to Medical Lake at the Point of Delivery wholesale water in the amount not to exceed 200 gallons per minute

(GPM) for supplemental use and at a pressure meeting Legal Requirements as described in Paragraph 3.6. Requests for emergency use and amount are provided or in Section 4.8.

4.5. Spokane shall record the amounts of monthly wholesale water deliveries made to Medical Lake at the Initial Master Meter (or any replacement meter thereof).

4.5.1. Spokane will read the meter and keep records of the monthly and annual total water accepted by Medical Lake.

4.5.2. The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Medical Lake to place the meter under lock and key, Medical Lake shall furnish Spokane with a copy of the key.

4.6. Should Spokane determine that Medical Lake is receiving deliveries of wholesale water at the Point of Delivery in excess of the amounts set forth in section 4.4 herein, Spokane shall notify Medical Lake of the excess deliveries, and Medical Lake shall promptly take the steps necessary to reduce its deliveries accordingly. If Medical Lake has not taken action within twenty-four (24) hours of receiving notice from Spokane pursuant to Section 4.4, Spokane may take any action it deems necessary to reduce the deliveries to a level equal to Medical Lake's scheduled amounts, and charge Medical Lake for any excess deliveries made after the expiration of the twenty-four hour notice period.

4.7. Spokane's delivery of wholesale water and Medical Lake's acceptance of such delivery shall be governed by the terms of this Agreement. No future wholesale service connections shall be permissible without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional wholesale service connection(s). Medical Lake shall ensure any future Water Service Plan amendments comply with both Medical Lake and Spokane's Comprehensive Water System Plans and all applicable laws.

4.8. In the event Medical Lake notifies Spokane of an emergency situation whereby they need additional capacity of water for a limited time, after consultation with the Director of Spokane's Water and Hydroelectric Department, Spokane agrees to make available to Medical Lake at the Point of Delivery wholesale water in an additional amount not to exceed six hundred (600) gallons per minute of emergency wholesale water at a pressure meeting Legal Requirements, as described Paragraph 3.6.

## **5. Rates, Future Capital Projects, Invoicing, and Payment.**

5.1. Commencing with the month in which deliveries of wholesale water to Medical Lake pursuant to Section 4 begin, and for each month thereafter during the Term,

Medical Lake shall pay to Spokane a service fee composed of the following elements:

5.1.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, times Outside City Rate to Other Purveyors, plus any other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.

5.1.1.1.1. The term “Outside City Rate to Other Purveyors” means that rate and outside Spokane commercial monthly service charge as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule as adopted by the Public Utility Board and Spokane City Council.

5.2. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement, will be negotiated between the Parties and may include assessed capital fees to meet the increase in capacity prior to expansion.

5.3. Spokane shall during the Term prepare and forward to Medical Lake an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane’s normal business practices. Each such invoice shall set forth the payment due from Medical Lake to Spokane. Medical Lake may request from Spokane, and Spokane shall promptly provide to Medical Lake, any documentation or other information that Medical Lake may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section 5.

5.4. Payment of any and all invoices forwarded to Medical Lake by Spokane pursuant to this Section 5 shall be due and payable by Medical Lake on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the parties.

5.4.1. The term “Due Date” shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30<sup>th</sup>) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.

- 5.5. If any or the entire bill is in dispute, Medical Lake shall pay the amount as billed and the provisions of Section 11, Dispute Resolution, shall apply.
- 5.6. If Medical Lake disputes all or any portion of an invoice issued by Spokane pursuant to this Section 5, Medical Lake shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Medical Lake disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Medical Lake may seek resolution of the dispute pursuant to Section 11.
- 5.7. Medical Lake hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to provide revenues sufficient to enable Medical Lake to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

## **6. Conservation and Efficiency.**

- 6.1. The Parties agree and acknowledge that wise stewardship of water resources through maintaining each system's operational efficiency is critically important. The Parties agree to adopt conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements, and shall coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and financial staff resources.
- 6.2. To accomplish these goals, the Parties agree:
  - 6.2.1. To prepare and exchange conservation plans on an annual basis, at a minimum;
  - 6.2.2. To track and collect data on at least a monthly basis for each Party's operational components and to exchange the same on at least an annual basis;
  - 6.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that will implemented by Medical Lake under the state-mandated Water Use Efficiency requirements as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

## **7. Delivery Interruptions, Default and Rights of Termination.**

- 7.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to

provide reliability of service to Medical Lake. However, Medical Lake understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or continuity of service.

- 7.2. Spokane shall have no obligation whatsoever to guarantee delivery of wholesale water pursuant to this Agreement. Medical Lake agrees that it has only a contractual right to wholesale water as set forth in Section 4 of this Agreement, and further agrees that Medical Lake has no claim or right to a supply of water from Spokane or to any water right upon the expiration or termination of this Agreement on any basis whatsoever.
- 7.3. Notwithstanding any other provisions of this Agreement, neither Spokane nor Medical Lake shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.
- 7.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 7.4.

#### 7.4.1. Emergency

7.4.1.1. In the event that Spokane determines, in its sole discretion, that there is a General Emergency, Spokane shall provide oral notice to Medical Lake and may temporarily interrupt or reduce deliveries of water to Medical Lake if the Spokane determines, in its sole discretion, that such interruptions and reductions are necessary or reasonable in case of such a General Emergency. Medical Lake shall assist and support Spokane to meet such a General Emergency condition, including, without limit, implementing emergency conservation measures as directed by Spokane. General Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, legal restrictions or limitation, and/or regulatory restrictions or limitations.

7.4.1.2. In the event that Spokane determines, in its sole discretion, to institute a water rationing or water use restriction program, Spokane will institute necessary or reasonable reductions to deliveries of wholesale water made to Medical Lake pursuant to this Agreement. Such rationing or use restriction measures may be based on the specifics of the water distribution system and availability of the resource, in accordance with optimization of Spokane's water system.

#### 7.4.2. Non-Emergency

7.4.2.1. Except in cases of emergency under Section 7.4.1, and in order that Medical Lake's operations will not be unreasonably interfered with, Spokane shall give Medical Lake seven (7) calendar days notice of any other interruptions or reduction in service, the reason therefore, and the probable duration thereof, including any interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on its water system or those parts of the system supplying Medical Lake pursuant to this Agreement.

#### 7.4.3. Regulatory

7.4.3.1. Medical Lake understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements as defined in section 3.6 and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("Judicial Requirements") regarding the Agreement and Spokane's water rights. Medical Lake understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

7.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of the City of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder and Spokane can terminate this Agreement.

7.4.3.3. If Spokane is materially limited or prohibited from performance of this Agreement, in whole or in part, Spokane may terminate this Agreement by providing Medical Lake as much advance written notice as is mandated by Legal Requirements or Judicial Requirements under the circumstance, or six (6) months, whichever is longer, from the date of the written notice.

#### 7.5. Medical Lake Events of Default and Spokane's Rights of Termination.

7.5.1. If Medical Lake fails to make any payment in full when due under this Agreement for a period of sixty (60) days or more after the Due Date, Spokane shall make written demand upon Medical Lake to make payment within ten (10) days of the date of such written demand. If the failure to pay is not cured with the ten (10) day time period, Medical Lake shall be deemed

to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice not less than six (6) months prior to the date of termination set forth in such written notice.

7.5.2. If Spokane determines, in its sole discretion, that Medical Lake has materially breached the terms of this Agreement, and fails to cure such a material breach within a period of sixty (60) days after Spokane provides Medical Lake written notice of the same, then Medical Lake shall be deemed to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice.

8. **Force Majeure.** Neither Medical Lake nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law or directive of governmental authority. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.
9. **Indemnification by Spokane.** To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Medical Lake Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Improvements if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Medical Lake Indemnified Parties, or any other person or entity. "Medical Lake Indemnified Parties" means, individually and collectively, Medical Lake, its officers, shareholders, and members of each of the foregoing entities. Notwithstanding any provision in this Agreement to the contrary, the Spokane's duties under this Section 9 shall survive the termination, revocation, or expiration of this Agreement.
10. **Indemnification by Medical Lake.** To the fullest extent permitted by law, Medical Lake hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Medical Lake of the water supplied by Spokane hereunder, or arising out of or in any way incident to the design or construction of the Medical Lake Improvements if due to the negligence, gross negligence, or intentional act or omission by Medical Lake, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence,

breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Medical Lake, its members or officers, the Spokane Indemnified Parties, or any other person or entity. “Spokane Indemnified Parties” means, individually and collectively, Spokane, its elected officials, officers, employees, and agents. Notwithstanding anything in this Agreement to the contrary, Medical Lake’s duties under this Section 10 shall survive the termination, revocation, or expiration of this Agreement.

## **11. Dispute Resolution.**

- 11.1. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 11.
- 11.2. The Parties shall make good faith efforts to resolve by informal discussion any dispute arising under this Agreement.
- 11.3. If at any time during the good faith efforts to resolve any dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue(s) in dispute, such dispute, upon the mutual agreement of the parties, may be submitted for resolution by mediation.
- 11.4. Disputes not resolved by Section 11.2, 11.3, or 11.4, as the case may be, shall be resolved in court per Section 12.11.
- 11.5. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.

## **12. Miscellaneous Provisions.**

- 12.1. Access to Records.
  - 12.1.1. Medical Lake’s Access to Spokane Records. Upon reasonable prior notice to Spokane, Medical Lake, or any consultant of Medical Lake, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Medical Lake or by Medical Lake’s consultant.
  - 12.1.2. Spokane’s Access to Medical Lake Records. Upon reasonable prior notice to Medical Lake, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Medical Lake at the location



where such books, records, and accounts are located. Medical Lake shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.

12.2. Notices.

12.2.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided in Section 7.4.1, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

12.2.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane: Director, City of Spokane Water Department  
914 N Foothills Dr.  
Spokane, WA 99207  
Telephone: (509) 625-7800  
Facsimile: (509) 625-7816

With a copy to: City Attorney  
Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277

To Medical Lake: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be agreed to in writing by the Parties.

- 12.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 12.4. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.
- 12.5. Medical Lake Water System – No Spokane Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Medical Lake's Water System.
- 12.6. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Medical Lake agrees to comply.
- 12.7. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.
- 12.8. Entire Agreement. All prior negotiations and agreements between the Parties hereto relating to the subject matter hereof are merged into and superseded by this Agreement, and shall constitute the entire agreement between Spokane and Medical Lake concerning the sale of wholesale water to Medical Lake for use as hereinbefore provided. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Agreement.
- 12.9. Representations and Warranties. The Parties hereby represent and warrant to one another the following:
- 12.9.1. Each party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

- 12.9.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.
- 12.9.3. The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.
- 12.9.4. There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.
- 12.9.5. This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.
- 12.10. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written Amendment to this Agreement signed by the Parties.
- 12.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.
- 12.12. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Medical Lake and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.
- 12.13. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement

so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.

- 12.14. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.
- 12.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Draft

9-25-17

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first above written.

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

**CITY OF SPOKANE**

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Spokane

\_\_\_\_\_  
City Attorney  
City of Spokane

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

9-25-17

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

**CITY OF MEDICAL LAKE**

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

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

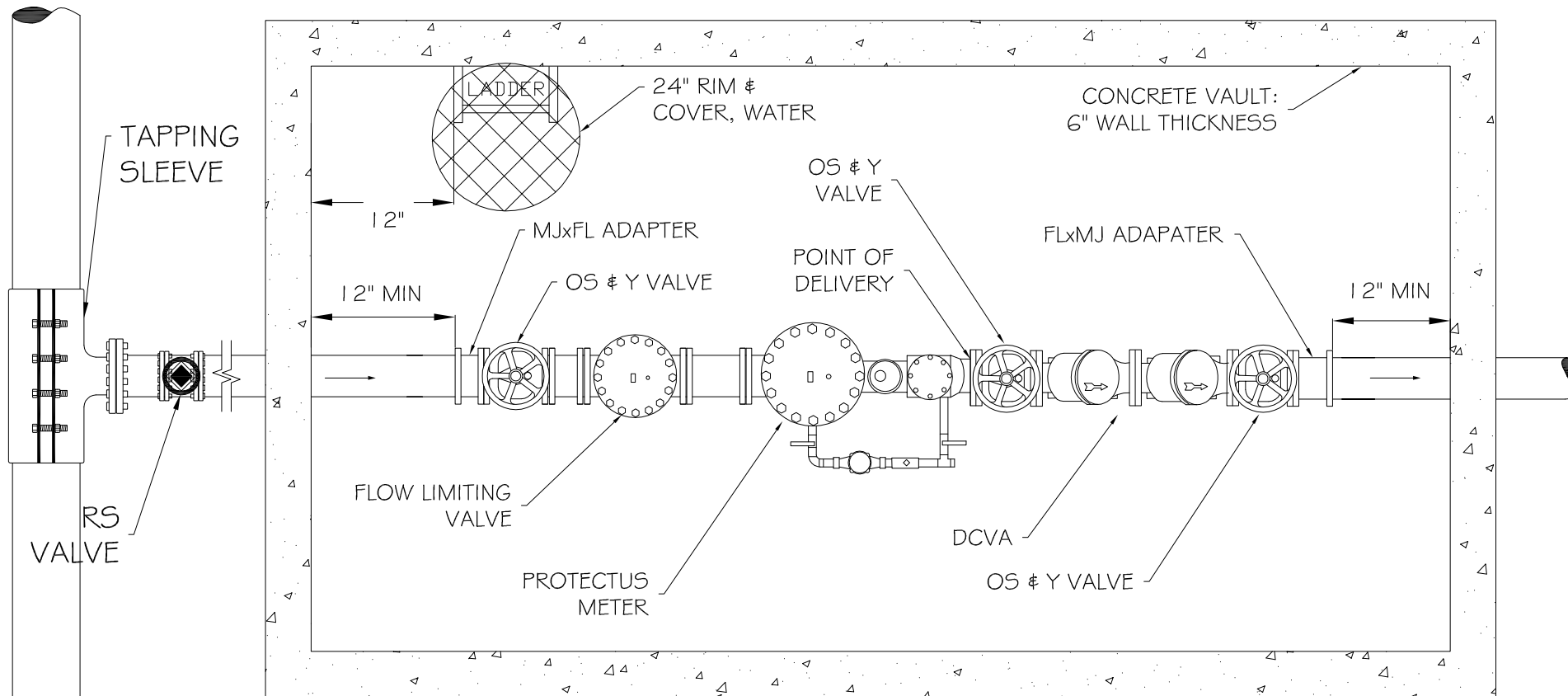
ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Medical Lake

\_\_\_\_\_  
City Attorney  
City of Medical Lake

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



NOTES:

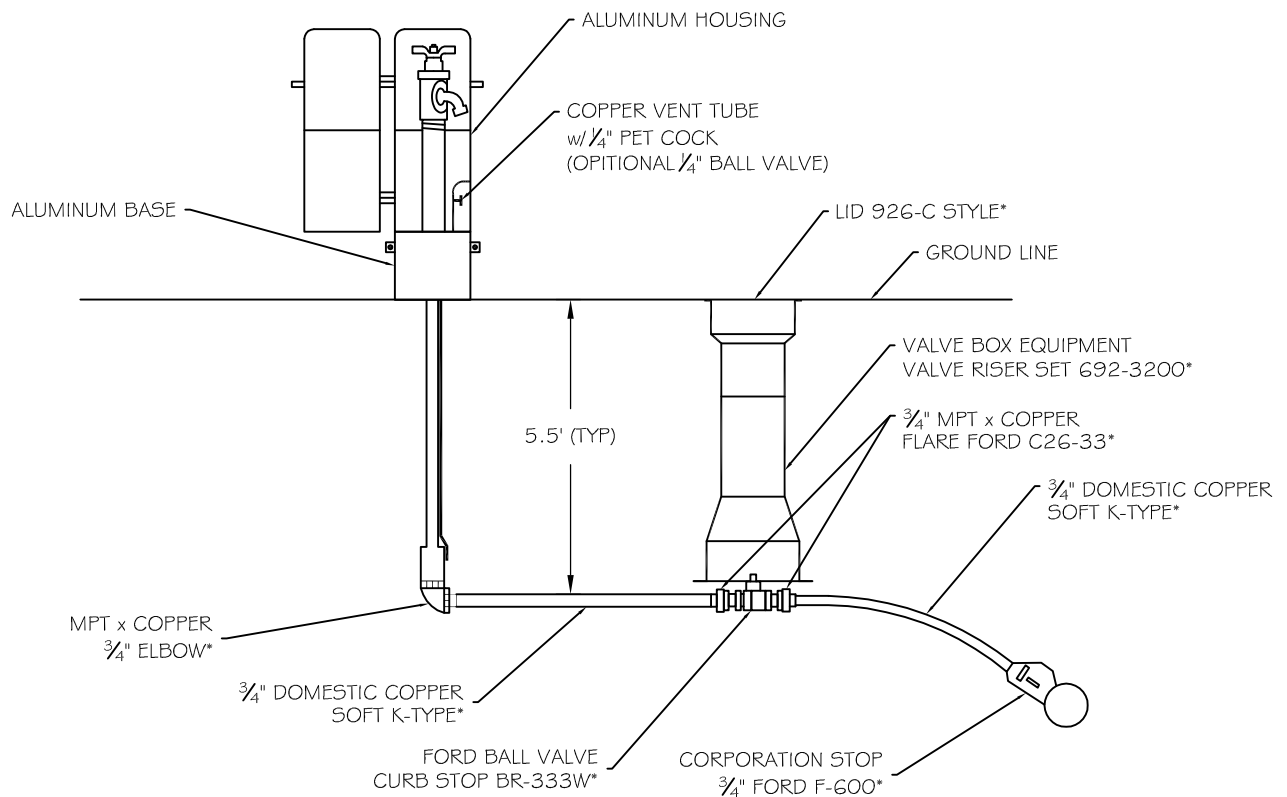
- TRAFFIC RATED LID
- OPEN BOTTOM
- DIMENSIONS BASED ON:  
WATTS 709 DCVA  
NEPTUNE HP PROTECTUS III METER
- EXCAVATION TO BE DONE PER L&I REGULATIONS
- VAULT SIZE DEPENDS ON SIZE OF LINE AND APPLIANCE LENGTHS. CHECK WITH COS WATER DEPARTMENT

ADOPTED: 1/2017  
 REVISED: \_\_\_\_\_  
 SUPERSEDES: \_\_\_\_\_  
 CHECKED BY: TR  
 SCALE: NTS  
 DWG./REV BY: ABM

INTERTIE CONNECTION

WATER DEPARTMENT  
 CITY OF SPOKANE, WASHINGTON

STANDARD  
 PLAN No.



\* BY OTHERS

NOTE:  
LOCATION OF SAMPLING STATION  
WILL BE DETERMINED BY COS WATER  
DEPARTMENT

WATER QUALITY  
SAMPLING STATION



**WATER & HYDRO SERVICES**  
CITY OF SPOKANE, WASHINGTON

DRAWN BY: ABM

DATE: 9/2017

SCALE: NO SCALE





**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/10/2017
<b>Clerk's File #</b>	OPR 2017-0727
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	2018 BUDGET
<b>Agenda Item Name</b>	0620 - SPOKANE TRANSIT AUTHORITY UTAP PROGRAM CONTRACT

**Submitting Dept**

HUMAN RESOURCES

**Contact Name/Phone**

CHRIS CAVANAUGH X6383

**Contact E-Mail**

CCAVANAUGH@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0620 - SPOKANE TRANSIT AUTHORITY UTAP PROGRAM CONTRACT

**Agenda Wording**

A contract with Spokane Transit Authority to establish a Universal Transit Access Pass Agreement so that the City of Spokane Employees are able to use their City ID to use STA Bus Services.

**Summary (Background)**

Since 2012 the City of Spokane has provided a Universal Transit Access Pass Program so that the City of Spokane Employees are able to use their City ID to use STA Bus services. On average since 2012 employees have used the transit system for approximately 62,171 rider per year. The impact to the community and environment is substantial. There is less wear and tear on the current road infrastructure and it creates less pollution from Single Occupant Vehicles.

**Fiscal Impact**

Grant related? NO  
Public Works? NO

**Budget Account**

Expense \$ 60,425.00

# 0020-88400-19990-54201

Select \$

#

Select \$

#

Select \$

#

**Approvals**

**Council Notifications**

**Dept Head**

CAVANAUGH, CHRISTINE

**Study Session**

**Division Director**

CAVANAUGH, CHRISTINE

**Other**

Finance & Administration  
10/16/2017

**Finance**

ORLOB, KIMBERLY

**Distribution List**

**Legal**

ODLE, MARI

**For the Mayor**

DUNIVANT, TIMOTHY

**Additional Approvals**

**Purchasing**

## UNIVERSAL TRANSIT ACCESS PASS AGREEMENT

This Universal Transit Access Pass ("UTAP") Agreement ("Agreement") is entered into this 3<sup>rd</sup> day of August, 2017, by and between the **City of Spokane** ("City"), a Washington State municipal corporation, whose address is 808 W. Spokane Falls Blvd., Spokane, WA, 99201, and the **Spokane Transit Authority** ("STA"), a Washington State municipal corporation, whose address is 1230 W. Boone Ave., Spokane, WA, 99201; each individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the Parties share the desire to reduce single occupant vehicle ("SOV") commute trips and improve the mobility of City employees within the STA Public Transportation Benefit Area ("PTBA"); and

WHEREAS, STA is authorized to provide public transportation and generally promote alternatives to SOV commuting within the PTBA; and

WHEREAS, the City desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities caused by the high usage of vehicles, and to continue providing incentives and benefits to its employees which promote non-SOV commuting within the PTBA.

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the payments or other covenants and mutual agreements herein provided, the Parties agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to establish a UTAP Program ("Program") authorizing City Members use of STA services upon presentation of a valid City employee ID card ("Pass"), in accordance with the terms and conditions of this Agreement.

### 2. RESPONSIBILITIES

#### A. City Responsibilities

- i. Members. For purposes of this Agreement, "Member(s)" shall be defined as any current City officer or employee who is issued a valid Pass to use on STA services.
- ii. Passes. City will issue a STA-approved Pass for its Members' use of STA services.
- iii. Activities. City will inform STA of upcoming City services and/or activities within the PTBA that may affect the level of rider services delivered by STA. Written notice will be provided at least thirty (30) days in advance of said service or activity.

- iv. Reporting. City will provide a report to STA each month, identifying all eligible Members and their unique Pass identification for that month. This listing will be generated using the official roster for the City and will be forwarded electronically as a .CSV file to STA in accordance with Section 7 of this Agreement.
- v. Abuse. City will be responsible for monitoring abuse of City Passes. It is the responsibility of the City to notify STA of a valid Member Pass that needs to be cancelled due to Member(s) ineligibility for the Program.

#### B. STA Responsibilities

- i. Fare. All Members who possess a valid Pass will be allowed to ride STA regular service buses and ADA comparable Paratransit service vans ("Services") without paying a fare, upon validation from the farebox providing the service.
- ii. Information and Distribution. STA will supply and maintain information racks containing Services schedules throughout the PTBA and the Spokane PTBA-based facilities of the City. The cost for any additional information distribution requested by the City not currently provided by STA will be shared equally by the Parties.
- iii. Service Not Guaranteed. Services provided by STA is that service being provided to the public as determined by the STA Board from time-to-time in the normal course of operations. A Pass does not guarantee a ride. Services are subject to weather, mechanical interruptions, full vehicles, passenger conduct and other causes determined in the sole discretion of STA.
- iv. Reporting. STA will provide a monthly report to the City identifying the number of rides provided to and routes used by City Members.

### 3. TERM

This Agreement shall commence on January 1<sup>st</sup>, 2018 ("Commencement Date") and shall continue thereafter for a period of one (1) year ("Term"). This Agreement shall renew automatically on the anniversary of the Commencement Date ("Renewal Term") unless the City provides STA with written notice of non-renewal at least thirty (30) days in advance of the expiration of the then current Term or Renewal Term, or unless terminated sooner by either Party pursuant to Section 10 of this Agreement. During Renewal Term(s), all terms and conditions of this Agreement shall remain in effect except as amended in writing.

#### 4. RATES

In accordance with the STA Tariff Policy, the fee for the City UTAP Program is based on each unlinked trip taken by City Members during the Term and subsequent Renewal Term(s) of this Agreement. The fee for each unlinked trip is calculated based on an established rate for each route in the PTBA and is detailed in the Direct Utility Rate Schedule, attached hereto as Exhibit A and incorporated herein.

Total ridership charges to the City for its participation in the Program shall not exceed an annual Not-To-Exceed Fee ("NTE Fee") for the initial Term of this Agreement. The NTE Fee is based on STA's projection of annual ridership and represents the maximum total price for the Term or Renewal Term of this Agreement. Actual monthly ridership may result in the cost of this Agreement to be lower than the NTE Fee.

The Direct Utility Rate Schedule and NTE Fee are reviewed annually and are subject to revision for each Renewal Term of this Agreement. STA shall provide the City with a minimum of thirty (30) days advance written notice of any changes in the Direct Utility Rate Schedule and/or NTE Fee.

The annual NTE Fee for the Term of this Agreement shall be \$60,425.00 (sixty thousand four hundred twenty five dollars and zero cents).

#### 5. INVOICING AND PAYMENT

- A. Monthly Invoices. STA shall invoice the City by the 10th day of each month for the preceding month's Member trips, as established by STA's record of actual usage of the Pass issued by the City.
- B. Payment. Payment in full shall be remitted to STA within thirty (30) days of the date of STA's invoice.
- C. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month, or portion thereof, the payment remains due.

#### 6. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

<b>City of Spokane</b>	<b>Spokane Transit Authority</b>
Mike Ormsby City Attorney City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201  E: mormsby@spokanecity.org P: (509) 625-6287	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: rwest@spokanetransit.com P: (509) 325-6000 F: (509) 325-6036

## 7. COMMUNICATIONS

Any administrative or operational communications required by the Parties' obligations to perform under this Agreement shall be directed to the following Parties' representatives:

<b>City of Spokane</b>	<b>Spokane Transit Authority</b>
Laura Williams Finance - Administration City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201  E: lwilliams@spokanecity.org P: (509) 625-6585 F: (509) 625-6939	Beth Bousley Director of Communications & Customer Service Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: bbousley@spokanetransit.com P: (509) 325-6091 F: (509) 325-6036

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

## 8. HOLD HARMLESS

Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No Party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a Party to this Agreement.

## 9. INDEPENDENT CAPACITY

A. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or

agents of the other Party.

- B. No Partnership and No Third Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

## 10. TERMINATION

- A. Default. Any Party may terminate this Agreement for default in the event a Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a notice of termination, in accordance with Section 6 of this Agreement, on the other Party setting forth the manner in which the Party is in default and the effective date of termination, which shall not be less than fifteen (15) calendar days after the date of notice. The termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.
- B. Convenience. A Party may terminate this Agreement for convenience with twelve (12) months written notice. Termination shall be effected by serving a notice of termination, in accordance with Section 6 of this Agreement, on the other Party setting forth the notice of termination and the effective date of termination.
- C. Obligations. If this Agreement is terminated, the City shall be liable for the cost of all unlinked trips taken by its Members up to, and including, the date of termination. Final invoicing and payment shall be in accordance with Section 5 of this Agreement.

The City shall have no further obligation to pay for Member trips taken following the date of termination.

## 11. FORCE MAJEURE

In the event that either Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

## 12. REMEDY

The sole remedy for any Party to this Agreement is termination, in accordance with Section 10 of this Agreement. No other remedy in damages or equity is intended by this Agreement.

## 13. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state, and local laws and regulations.

#### 14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

#### 15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Party.

#### 16. ENTIRE AGREEMENT AND AMENDMENT

A. Entire Agreement. This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

B. Amendments and Modifications. This Agreement may be amended or modified only by written instrument signed by the Parties.

#### 17. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, or contrary to public policy, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

#### 18. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.



## 19. ANTI-KICKBACK

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

## 20. TRADEMARKS AND LOGOS

Both Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

## 21. PUBLIC RECORDS ACT

Each Party to this Agreement understands and acknowledges that STA and the City is each a municipal corporation of the State of Washington, and as such, are subject to the Public Records Act, RCW 42.56 et seq. If either Party receives a public records request for this Agreement and/or for documents and/or materials provided to any Party under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, each Party shall notify the other Party if it receives such a public records request and the date it plans to release the records. If the notified Party fails to obtain a protective order from the applicable court prior to the date the releasing Party releases the records to the public records requester, the notified Party gives the releasing Party full authority to release the records on the date specified, and the notified Party understands it has thereby given up all rights to challenge the disclosure in any forum.

## 22. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the State Auditor's office 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 this Agreement, federal law shall prevail.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties. Both Parties acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act.

[signatures on the following page]



## 23. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

### City of Spokane

### Spokane Transit Authority

By: David Condon  
Title: Mayor

By: E. Susan Meyer  
Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Terri Pfister  
Title: City Clerk

Attest:

By: Jan Watson  
Title: Clerk of the Authority

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: Mike Ormsby  
Title: City Attorney

By: Laura McAloon  
Title: Attorney for STA

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

2017-18 Utility Billing Rates		
Route	Name	Rate
1	Arena Shuttle	\$0.76
2	Medical Shuttle	\$1.02
20	Spokane Falls Community College	\$0.86
21	West Broadway	\$0.79
22	NW Blvd.	\$0.86
23	Maple/Ash	\$0.73
24	Monroe	\$0.78
25	Division	\$1.03
26	Lidgerwood	\$1.07
27	Hillyard	\$1.05
28	Nevada	\$0.95
29	SCC	\$0.97
32	Trent/Montgomery	\$1.22
33	Wellesley	\$0.75
34	Freya (New Route)	\$0.90
39	Mission	\$0.90
42	South Adams	\$0.73
43	Lincoln/37th	\$0.80
44	29th Ave	\$0.80
45	Regal	\$0.97
60	Airport/Browne's Add	\$0.89
61	Highway 2/ Browne's Add	\$1.20
62	Medical Lake	\$1.50
66	Cheney/EWU	\$1.39
68	Cheney Local	\$0.87
88	Special Events	\$1.02
90	Sprague	\$1.07
94	East Central	\$1.06
95	Mid Valley (New Route)	\$1.02
96	Pines/Sullivan	\$1.05
97	South Valley	\$1.07
98	Liberty Lake via Sprague	\$1.01
124	North Express	\$1.24
165	Cheney Express	\$1.43
173	Valley Transit Center Express	\$1.46
174	Liberty Lake Express	\$1.50
P	Paratransit	\$1.50

**BRIEFING PAPER**  
**City of Spokane**  
**Finance & Administration Committee**  
**10/16/2017**

---

**Subject**

A contract with Spokane Transit Authority to establish a Universal Transit Access Pass Agreement so that the employees of the City of Spokane are able to use their City ID to use STA bus services.

**Background**

Since 2012 the City of Spokane has provided a Universal Transit Access Pass Program so that City of Spokane Employees are able to use their City ID to use STA bus services. On average since 2012 employees have used the transit system for 62,171 rides per year.

**Impact**

The impact to the community and environment is substantial. There is less wear and tear on the current road infrastructure and creates less pollution from Single Occupant Vehicles.

**Action**

We would like the City Council to approve the 2018 UTAP Contract with Spokane Transit Authority. This will go before City Council for vote on the 23<sup>rd</sup>.

**Funding**

The funds for this contract come from Non-Department funds. The cost of the contract for 2018 is staying flat and will reflect the same cost as the 2017 contract at a price of \$60,425.00.



**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/11/2017
<b>Clerk's File #</b>	OPR 2017-0728
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	BT
<b>Agenda Item Name</b>	0680-REGISTERED SEX OFFENDER PROGRAM FY2017-2018

**Agenda Wording**

Agreement between the City of Spokane and Spokane County (Spokane, WA) for the Registered Sex Offender Program FY2017-2018 funding from Washington Association of Sheriffs and Police Chiefs (WASPC). - \$60,000.00. Period: 07/01/2017-06/30/2018.

**Summary (Background)**

Spokane County Sherriff's office in collaboration with Spokane Police Department (SPD) was awarded funding from WASPC for the Registered Sex Offender Address and Residency Verification Program (RSOARV) for period 07/01/2017-06/30/2018. This is an ongoing program. SPD has a detective assigned to the program and part of the detective's salary up to \$57,000.00 is paid by the grant. Funding also covers training in the amount of \$3,000.00.

<b><u>Fiscal Impact</u></b>	Grant related? YES	<b><u>Budget Account</u></b>
	Public Works? NO	

Expense	\$ 60,000.00	# 1620-91751-21250-VARIOUS
Revenue	\$ 60,000.00	# 1620-91751-21250-33469-99999
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	LUNDGREN, JUSTIN	<b><u>Study Session</u></b>	PSC 10/02/2017
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	spdfinance	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	mdoval	
<b><u>Additional Approvals</u></b>		cwahl	
<b><u>Purchasing</u></b>		sbrown	

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE  
POLICE DEPARTMENT IN CONJUNCTION WITH THE  
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY  
VERIFICATION PROGRAM FY17 GRANT**

<b>1. Grantee</b> City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		<b>2. Contract Amount</b>  <p style="text-align: center;"><b>\$60,000</b></p>		<b>3. Tax ID#</b> 91-6001280	
<b>5. Grantee Representative</b> Erika Wade City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4061 ewade@spokanepolice.org		<b>6. County's Representative</b> Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org			
<b>7. Grantor ID#</b>		<b>8. Original Grant ID#</b> RSO 17-18 Spokane		<b>9. Start Date</b> 07/01/17	
<b>11. Funding Authority:</b> Washington Association of Sheriffs and Police Chiefs		<b>10. End Date</b> 06/30/2018			
<b>12. Federal Funds (as applicable)</b> N/A		<b>13. CFDA #</b> N/A		<b>14. Federal Agency:</b> N/A	
<b>15. Contractor Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>16. Contractor Type:</b> (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
<b>17. Grant Purpose:</b> To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
<b>18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.</b>					
<b>FOR THE GRANTEE:</b>			<b>FOR COUNTY:</b>		
<div style="border-bottom: 1px solid black; width: 100%;"></div>			<div style="border-bottom: 1px solid black; width: 100%;"></div>		
Date			Date		
<div style="border-bottom: 1px solid black; width: 100%;"></div>			<div style="border-bottom: 1px solid black; width: 100%;"></div>		
Name			Name		
<div style="border-bottom: 1px solid black; width: 100%;"></div>			<div style="border-bottom: 1px solid black; width: 100%;"></div>		
Title			Title		

**(FACE SHEET)**

## **GENERAL TERMS AND CONDITIONS**

### **SECTION NO. 1: SERVICES**

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

### **SECTION NO. 2: COMPENSATION**

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: October 15, 2017 (for the preceding July 1-September 30 period), January 15, 2018 (for the preceding October 1-December 31 period), April 15, 2018 (for the preceding January 1-March 31 period), and July 15, 2018 (for the preceding April 1-June 30 period). In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

**Celia Peterson**  
**Senior Accountant and Budget Coordinator**  
**Spokane County Sheriff's Office**  
**1100 West Mallon Avenue**  
**Spokane, WA 99260-0300**

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

### **SECTION NO. 3: TERM**

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled

to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

#### **SECTION NO. 5: VENUE STIPULATION**

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 proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 6: COMPLIANCE WITH LAWS**

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230.
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

#### **Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW
- H. Public records act, Chapter 42.56 RCW
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

#### **SECTION NO. 7: NON-DISCRIMINATION**

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this AGREEMENT.

#### **SECTION NO. 8: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS**

The CITY agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

#### **SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **SECTION NO. 10: NEW CIVIL RIGHTS PROVISION**

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

#### **SECTION NO. 11: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at [www.lep.gov](http://www.lep.gov).



## **SECTION NO. 12: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

## **SECTION NO. 13: TERMINATION FOR CAUSE / SUSPENSION**

In the event COUNTY determines that the CITY failed to comply with any term or condition of this AGREEMENT, COUNTY may terminate the AGREEMENT in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this AGREEMENT. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the CITY.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

## **SECTION NO. 14: TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this AGREEMENT, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

## **SECTION NO. 15: TERMINATION PROCEDURES**

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt

by the CITY to settle such claims must have the prior written approval of COUNTY; and  
D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this AGREEMENT.

#### **SECTION NO. 16: COUNTY REPRESENTATIVE**

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY's representative or her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering this AGREEMENT. The CITY hereby appoints and COUNTY hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering this AGREEMENT.

#### **SECTION NO. 17: NOTICES**

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

#### **SECTION NO. 18: HEADINGS**

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

#### **SECTION NO. 19: MODIFICATION**

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

## **SECTION NO. 20: WAIVER**

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

## **SECTION NO. 21: INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

## **SECTION NO. 22: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this

AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

#### **SECTION NO. 23: SEVERABILITY**

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

#### **SECTION NO. 24: EXECUTION AND APPROVAL**

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

#### **SECTION NO. 25: COUNTERPARTS**

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

#### **SECTION NO. 26: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

#### **SECTION NO. 27: NO THIRD PARTY BENEFICIARIES**

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

#### **SECTION NO. 28: SURVIVAL**

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

#### **SECTION NO. 29: INSURANCE**

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

## **SECTION NO. 30: AUDIT**

### **A. General Requirements**

The CITY shall procure audit services based on the following guidelines.

The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. Federal Funds Requirement – 2 CFR Part 200**

The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditures must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.

The CITY shall include the above audit requirements in any subcontracts.

In any case, the CITY's financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

### **C. Documentation Requirements**

The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to COUNTY representative identified in Section No. 2 COMPENSATION.

In addition to sending a copy of the audit, when applicable, the CITY must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COUNTY.
- Copy of the Management Letter.

**SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- A. The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.
- C. The CITY agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.
- D. The CITY further agrees by signing this AGREEMENT that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

**SECTION NO. 32: SUBCONTRACTORS**

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all

subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

### **SECTION NO. 33: ASSIGNMENT**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

### **SECTION NO. 34: ATTORNEYS' FEES**

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

### **SECTION NO. 35: RECORDS MAINTENANCE**

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

### **SECTION NO. 36: LOSS OF FUNDING**

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, COUNTY may terminate the AGREEMENT under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

### **SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;

2. All material produced by the CITY that is designated as "confidential" by COUNTY; and
3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **SECTION NO. 38: COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY



shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

#### **SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

#### **SECTION NO. 40: REPORTING**

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

**Lt. Rob Sherar**  
**Program Manager**  
**Spokane County Sheriff's Office**  
**1100 West Mallon Avenue**  
**Spokane, WA 99260-0300**  
[\*\*RSherar@spokanesherriff.org\*\*](mailto:RSherar@spokanesherriff.org)

#### **SECTION NO. 41: POLITICAL ACTIVITIES**

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

#### **SECTION NO. 42: PUBLICITY**

The CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

#### **SECTION NO. 43: TAXES**

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

#### **SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION**

The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

#### **SECTION NO. 45: ORDER OF PRECEDENCE:**

In the event of an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and state of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment “A” Scope of Work
- 4) Attachment “B” Budget

#### **ATTACHMENT “A” SCOPE OF WORK**

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2017 and terminates on June 30, 2018.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to

accomplish a public purpose.

3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender's address at the place of residency:
  - a. For level I offenders, once every twelve months;
  - b. For level II offenders, once every six months; and
  - c. For level III offenders, once every three months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY's Representative of any change in personnel. Non-reporting of change in personnel may impact CITY's request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" to send staff to other training events.
9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Rob Sherar via email at [RSherar@spokanesherriff.org](mailto:RSherar@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

**ATTACHMENT "B"**  
**BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	
Contracted Services	
Goods & Services	
Administrative Costs	
Travel/Training	\$3,000

**Total Program: \$60,000**

Transfer of funds between line item budget categories must be approved by COUNTY's representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Rob Sherar via email at [RSherar@spokanesherriff.org](mailto:RSherar@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



## Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY17

**AGENCY NAME**

City of Spokane  
Spokane Police Department

**CLAIMANT (Warrant is to be payable to)**

(please fill in your department's mailing address)  
City of Spokane  
Spokane Police Department

**INSTRUCTIONS TO CLAIMANT:** Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

*Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.*

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

**Briefing Paper  
City of Spokane  
Public Safety Committee  
SPD RSO 17-18 Award  
October 2, 2017**

---

**Subject**

Contract with the Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.

**Background**

The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.

**Impact**

- **Operations-** Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.
- **Fiscal-** Grant supports Salaries and benefits in the amount of \$57,000.00 until June 30, 2018. The grant's budget also includes \$3,000.00 for travel and training. Total grant award is \$60,000.00.

**Action**

Recommends approval for grant acceptance from SCSO through WASPC for a partial FTE, travel and training.

**Funding**

State Funds and the General Fund



**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/11/2017
<b>Clerk's File #</b>	OPR 2017-0475
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	BT

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	ERIC OLSEN 835-4505
<b>Contact E-Mail</b>	EOLSEN@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0680-WORKFLOW ASSESSMENT

**Agenda Wording**

MOU extension (with cost) with City of Liberty Lake Police Department (Liberty Lake, WA) for the Records Department Workflow Assessment project. The contract is being extended to March 31, 2018; the extended period compensation is \$42,500.00.

**Summary (Background)**

In April 2017, Spokane PD and Liberty Lake PD entered into an agreement to have a Liberty Lake employee assist SPD with evaluating all workflow aspects of records and construct changes for employee operations, management, and policy enforcement of new business practices. The evaluation is still ongoing hence the need for an extension. Total inter-local agreement including the extension is \$91,500.00.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense \$ 42,500.00		# 0680-11420-21140-55119-99999
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	LUNDGREN, JUSTIN	<b><u>Study Session</u></b> PSC Meeting 09/18/17
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN	<b><u>Other</u></b>
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	spdfinance
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	mdoval
<b><u>Additional Approvals</u></b>		cwahl
<b><u>Purchasing</u></b>		eolsen



**City of Spokane**

**EXTENSION TO MEMORANDUM OF  
UNDERSTANDING (MOU)  
WITH COST**

Title: **RECORDS DEPARTMENT  
WORKFLOW ASSESSMENT**

This MOU Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **LIBERTY LAKE POLICE DEPARTMENT, a division of the CITY OF LIBERTY LAKE**, whose address is 23127 East Mission Avenue, Liberty Lake, Washington 99019, as ("LLPD"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein LLPD agreed to provide for the City **RECORDS DEPARTMENT WORKFLOW ASSESSMENT**; and*

*WHEREAS, additional time is required, and thus the MOU 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 MOU, dated May 3, 2017 and June 30, 2017, 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 upon signatures of the parties.

**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 **FORTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$42,500.00)** for everything furnished and done under this MOU Extension. The new amount under the original MOU and this Extension is **NINETY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$91,500.00)**.



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

**LIBERTY LAKE POLICE DEPARTMENT**

**CITY OF SPOKANE**

By Brian K. Asmus 9-27-17  
Signature Date

By \_\_\_\_\_  
Signature Date

Brian K. Asmus  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Chief of Police  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

Alexa Swenson  
City Clerk

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

**Attachments that are part of this Contract Extension:**

**Briefing Paper  
City of Spokane  
Spokane Police Department  
Contract Extension for Police Records Consultant  
September 18, 2017**

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**Subject**

Extension of contract with the City of Liberty Lake to provide consulting services for the Spokane Police Records Unit.

**Background**

The Spokane Police Department has contracted with Liberty Lake PD to provide one of their employees to assist with the implementation of the Tyler / New World CAD/LERMS/MOBILE system. This employee is recognized regionally for her expertise in the Tyler / New World system and her extensive knowledge of NIBRS. In conjunction with this knowledge, she has been tasked with the evaluation of all workflow aspects of the Records Unit and with the construction of employee operations, management and policy enforcement of new business practices.

The contract commenced in April and was originally intended to last for approx. 6 months and be under the \$49,000 threshold for a minor contract. This process has proven more complex and lengthy than initially anticipated. We are seeking to extend this by up to another 6 months.

**Impact**

The Records Unit will continue to learn and work within the New World system and improve their business practices.

**Action**

Approve Contract Extension

**Funding**

The funding has been and will continue to come from salary savings from a Supervisor / Manager vacancy within the Unit. We are currently updating the job description for the vacant Manager position.



# City of Spokane

## Minor Contract Summary

OPR # OPR2017-0475  
 Cross Ref \_\_\_\_\_  
 Destruct Date 2025  
 Clerk's Dist. 07/05/17 SR

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name POLICE DEPARTMENT  
 Department Project # 0680-Records Evaluation

New Contract ☒  
 CR # 1825  
 Date: \_\_\_\_\_

### Contractor/Consultant

Name: City of Liberty Lake  
 Address: 22710 E Country Vista Dr.  
 City, State, Zip: Liberty Lake, WA 99019

Remittance Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

### Summary of Services

Evaluation of all workflow aspects of the records department. Construct changes for employee operations, management and policy enforcement of new business practices.

Amount: \$42,352  
 Maximum Amount: \$49,000  
 Beginning Date: 4.18.17

Budget Code: 0680-11420-21140-55119-99999  
 Expiration Date: 1.18.18 Open-Ended: ☐

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.)
- ☐ Insurance Certificate (attach to the contract)
- ☐ City Business Registration (attach verification that a current business license number exists)
- ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
- ☐ Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- ☐ Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

RECEIVED

JUN 29 2017

CITY CLERK'S OFFICE

### Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Micaela Martinez  
 Funds are available in the appropriate budget account  
 Accountant [Signature]  
 Department Head [Signature]  
 Other \_\_\_\_\_  
 Grants Mgt. (if applicable) \_\_\_\_\_

6/28/17  
 Date 6/28/17  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

### Distribution List

Contractor E-mail: aswenson@libertylakewa.gov, basmus@libertylakewa.gov  
 Dept. Contact E-mail: spdfinance

Contract Accounting  
 Taxes and Licenses

**THIS MEMORANDUM OF UNDERSTANDING**, made and entered into by and between the Spokane Police Department, a division of the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at West 1100 Mallon Avenue Spokane, Washington 99260, and the Liberty Lake Police Department, a division of the City of Liberty Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at 23127 East Mission Avenue, Liberty Lake, Washington, and jointly referred hereinafter as the "PARTIES".

Now therefore, the SPD and LLPD agree as follows:

**SECTION NO. 1: RECITALS AND FINDINGS**

- (a) This MOU is authorized for use by the PARTIES under the Washington State Interlocal Cooperation Act (RCW 39.34); and
- (b) Certain Personal Services specifically needed by the Agency identified as SPD for the organization and evaluation of internal department functionalities, and the neighboring Agency of the LLPD can provide the necessary assistance authorized by RCW 39.34.

**SECTION NO. 2: DEFINITIONS**

- (a) Agreement: "Agreement" means this Interlocal Agreement (ILA) and also memorialized more simply as a Memorandum of Understanding (MOU) between the LLPD and SPD regarding the services provided for the reorganization of the workflow and structure of the SPD Regional Records Department specializing in Incident Based Reporting best practices.
- (b) LLPD: "LLPD" means the Liberty Lake Police Department of Liberty Lake, WA
- (c) SPD: "SPD" means the City of Spokane Police Department (SPD) of Spokane, WA
- (d) Records: "Records" means the Records Division of the Spokane Police Department that oversees all records related to police response for select agencies in the Tyler New World implementation.
- (e) IBR: "IBR" means Incident Based Reporting which is the federal standard for police report submissions for crime reporting metrics.

**SECTION NO. 3: PURPOSE**

The purpose of this MOU is to reduce to writing the "PARTIES" understandings as to their respective financial obligations for services rendered related to:

- (1) **Records Department Workflow Assessment** – LLPD anticipates, initially, the need for twenty (20) to thirty (30) hours per week at SPD to address/evaluate all workflow aspects of records, and construct changes for employee operations, management and policy enforcement of new business practices. This will ensure all aspects of the services rendered are tuned to make sure IBR best practices and efficiencies are embedded. Certain areas may also need immediate remedy (IBR, warrants, merging with errors, incident reports/docs, Sector citations), which may be unknown, and require additional dedicated time to develop procedures that will ensure operations run as smoothly as possible for all PARTIES in the future.

- (2) **Compensation** – Total compensation for LLPD's services under this MOU shall be for a maximum amount not to exceed forty nine thousand dollars (\$49,000.00), plus applicable taxes unless modified by the PARTIES in a written amendment to this MOU. This is the maximum amount to be paid under this MOU for the work described in this Section 3, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this MOU.

The rate of billing shall be as follows:

- A. Twenty (20) hours per week to be performed for SPD at an hourly rate of \$38.00 per hour payable to the City of Liberty Lake by the City of Spokane.
- B. Ten (10) hours minimum per week in allowable overtime to be performed for SPD at the applicable overtime rate of \$57.00 per hour payable to the City of Liberty Lake by the City of Spokane.
- C. In addition to the hourly rates listed above, a flat rate of \$15.45 per hour will be added to each hour worked for SPD for the purpose of covering the costs of the benefits incurred by the LLPD Records Clerk. This will be payable to the City of Liberty Lake by the City of Spokane.

The SPD shall pay the LLPD on a reimbursable basis, accompanied by receipts for allowable expenses and the provisions of all necessary supporting financial documentations. The City of Liberty Lake shall submit an invoice for payment to the City of Spokane Police Department, Administration Office, West 1100 Mallon Avenue Spokane, Washington, 99201. Payment shall be made within thirty (30) days after receipt of the invoice as provided by state law. If the City of Spokane Police Department objects to all or any portion of the invoice, it shall immediately notify the City of Liberty Lake and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

- (3) **Authority** – This ILA authorizes the LLPD Records Clerk on special assignment at SPD to create and enforce, by delegation from SPD Command Staff, practices/processes throughout the records department in order to make effectual change. The LLPD Records Clerk on special assignment at SPD will document in written form, for SPD Command Staff approval and dissemination, new procedures/policies.
- (4) **Evaluation** – After the first ninety (90) days of this dated MOU, SPD and all Agencies participating in serviced rendered by the Records Department will assess the workflow and organization changes. Upon confirmation, additional ninety (90) day increments may be approved to extend this MOU until a maximum total of nine (9) months from the last signature dates of this MOU has been reached.
- (5) **Collaboration** – The Records reorganization effort will require access to other SPD units and staff, including but not limited to: Patrol, Investigations, Crime Analysis and Command Staff for input on procedures for reports possibly changing based upon IBR submissions and further analysis.

#### **SECTION NO. 4: DURATION/WITHDRAWAL**

This MOU shall commence on execution by SPD of an agreement with LLPD and run for a term of a maximum of nine (9) months. A three (3) month period shall be referred to as the ("Initial Term"). Upon successful completion of the Initial Term, this MOU may be renewed upon mutual agreement of the PARTIES up to the maximum term allotted under this MOU of nine (9) months. All Renewals/Extensions shall be subject to all terms and conditions set forth herein, and mutual agreement of the PARTIES, memorialized with the same formality as this MOU.

This MOU may not be terminated during the Initial Term; except upon mutual agreement of the PARTIES. Subsequent to the Initial Term, either party may terminate this MOU for any reason whatsoever, upon a minimum of two (2) weeks advanced written notice to the other party.

#### **SECTION NO. 5: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third (3<sup>rd</sup>) day following the day on which the same have been mailed by first (1<sup>st</sup>) class delivery, postage prepaid to SPD or LLPD at the address set forth below for the PARTIES, or at such other address as either party shall from time-to-time designate by advanced notice in writing to the other party:

**SPD:** Major Eric Olson  
1100 West Mallon Avenue  
Spokane, WA 99260

**LLPD:** Chief Brian Asmus  
23127 East Mission  
Liberty Lake, WA 99019

#### **SECTION NO. 6: RECORDS REVIEW**

The SPD shall maintain for a minimum of six (6) years, any records with respect to the subject matter of this MOU. The LLPD shall be allowed to conduct random reviews, during reasonable business hours of the records generated by SPD in the performance of this MOU. The LLPD will provide the SPD with reasonable advance notice of such record(s) reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review, or per state law, federal law, or judgment or court order by the appropriate jurisdictional governing authority over the contents and subject matter of this MOU.

#### **SECTION NO. 7: COUNTERPARTS**

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

#### **SECTION NO. 8: ASSIGNMENT**

No party may assign in whole or part its interest in this MOU without the prior written approval of the other party.

#### **SECTION NO. 9: LIABILITY**

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

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

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

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

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

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of LLPD and/or SPD employees acting within the scope of this MOU. The PARTIES have specifically negotiated this provision in accordance with laws of the State of Washington.

  
SPD initials

  
LLPD initials

#### **SECTION NO. 10: RELATIONSHIP OF THE PARTIES**

LLPD is interested only in the results to be achieved by the rendering of the services hereunder, and further the right to control the particular manner, method and means in which SPD meets its responsibilities is solely within the discretion of SPD. Any and all employees who provide services to LLPD under this MOU shall be deemed employees solely of SPD. SPD shall be solely responsible for the conduct and action of all employees under this MOU, and any liability that may attach thereto.

Likewise, no agent, employee, servant or representative of LLPD shall be deemed to be an employee, agent, servant or representative of SPD for any purpose.

**SECTION NO. 11: MODIFICATION**

This MOU may be modified in writing by mutual written agreement of the PARTIES. Modification may include participation by additional parties not covered by the present MOU.

**SECTION NO. 12: PROPERTY AND EQUIPMENT**

The ownership of all property, equipment, source codes, and software for all cost items shall remain with SPD unless otherwise specifically and mutually agreed to by the PARTIES in advance.

**SECTION NO. 13: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT**

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

SPD and LLPD were each represented by their own attorney in the drafting of this MOU, and each relied upon the advice of their own attorney. This MOU was fully negotiated and the terms herein were either accepted by, or independently drafted or revised by SPD and LLPD. Accordingly, this MOU shall not be construed against the drafting party which undertook the principal preparation, but shall be construed as if both SPD and LLPD jointly prepared this MOU, and any ambiguity contained herein, shall not be interpreted against any party.

This MOU shall be binding upon the PARTIES hereto, their successors and assigns.

**SECTION NO. 14: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the SPD CEO and the LLPD Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04 RCW shall be applicable to any arbitration proceeding.

SPD and LLPD shall have the right to designate one (1) person each to act as an arbitrator. The two (2) selected arbitrators shall then jointly select a third (3<sup>rd</sup>) arbitrator. The decision of the arbitration panel shall be binding on the PARTIES, and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the disputing PARTIES.



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

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

#### **SECTION NO. 16: SEVERABILITY**

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

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

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

#### **SECTION NO. 18: TIME OF ESSENCE OF MOU**

Time is of the essence of this MOU and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this MOU, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

#### **SECTION NO. 19: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY**

A delay or interruption in or failure of performance of all or any part of this MOU resulting from uncontrollable circumstances shall be deemed not a default under this MOU.

A delay or interruption in or failure of performance of all or any part of this MOU resulting from any change in or new law, order, rule or regulation of any nature which renders providing of services in accordance with the terms of this MOU legally impossible, and any other circumstances beyond the control of the SPD which render legally impossible the performance by the SPD of its obligations under this MOU, shall be deemed not a default under this MOU.

**SECTION NO. 20: FILING**

The LLPD shall file this MOU with its LLPD clerk or alternatively place the MOU on the LLPD's website. The SPD shall file this MOU with the SPD auditor, or, alternatively, place the MOU on the SPD's website or other electronically retrievable public source.

**SECTION NO. 21: EXECUTION AND APPROVAL**

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

**SECTION NO. 22: COMPLIANCE WITH LAWS**

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

**SECTION NO. 23: DISCLAIMER**

Except as otherwise provided, this MOU shall not be construed in any manner that would limit either party's authority or powers under law.

**SECTION NO. 24: ANTI-KICKBACK**

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

**SECTION NO. 25: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU 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.

**SECTION NO. 26: NO THIRD PARTY BENEFICIARIES**

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

## **SECTION NO. 27: INSURANCE**

During the term of the MOU, the SPD shall maintain in force at its own expense, each insurance noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limits of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this MOU. It shall provide that the LLPD, its officers and employees are additional insureds but only with respect to the SPD's services to be provided under this MOU;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this MOU. The coverage must remain in effect for two (2) years after the MOU is completed.

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 SPD or its insurer(s) to the LLPD.

## **SECTION NO. 28: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE**: See section No. 3 above.
- B. **DURATION**: See section No. 4 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 MOU.
- D. **RESPONSIBILITIES OF THE PARTIES**: See provisions above.
- E. **MOU TO BE FILED**: See section No. 20.
- F. **FINANCING**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION**: See section No. 4 above.
- H. **PROPERTY UPON TERMINATION**: See section No. 12 above.

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

City of Liberty Lake

By: [Signature] 5.3.17  
Signature/Date

Steve Peterson  
Type or Print Name

Mayor  
Title

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Sean P. Boutz, City Attorney

City of Spokane Police Department

By: [Signature] 6/8/17  
Signature/Date

Craig Meidl  
Type or Print Name

Chief  
Title

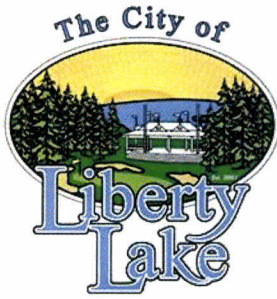
Approved as to form:

[Signature]  
Assistant City Attorney

Attest:

[Signature]  
Spokane City Clerk  
(06.30.17) **Acting**





OPR2017-0475  
RECEIVED

MAY 26 2017

OFFICE OF THE CITY ATTORNEY

## *Administrative Services*

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May 18, 2017

Major Eric Olsen  
1100 West Mallon Avenue  
Spokane, WA 99260

RE: *Memorandum of Understanding between the Spokane Police Department and the City of Liberty Lake*

Dear Major Olsen:

Enclosed are two original signed copies of the above-referenced MOU from the City of Liberty Lake. Please sign and send one fully-executed Agreement to either myself or Chief Brian Asmus at the address listed below.

Thank you for your assistance.

Sincerely,

Ann Swenson  
City Clerk

Enclosures



**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/11/2017
<b>Clerk's File #</b>	CPR 2000-0031
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	BRANDY COTE 6256774
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 TWO NEW APPOINTMENTS TO THE LODGING TAX ADVISORY COMMITTEE

**Agenda Wording**

Appointment of Marshall Powell and Dean Feldmeier to the Lodging Tax Advisory Committee each for a three year term, from July 1, 2017 - July 1, 2020.

**Summary (Background)**

Appointment of Marshall Powell and Dean Feldmeier to the Lodging Tax Advisory Committee each for a three year term, from July 1, 2017 - July 1, 2020.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b>
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		bcote@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	haller@spokanecity.org
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		



**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/11/2017
<b>Clerk's File #</b>	CPR 2000-0031
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	BRANDY COTE 6256744
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 TWO RE-APPOINTMENTS TO THE LODGING TAX ADVISORY COMMITTEE

**Agenda Wording**

Re-appointment of Cheryl Kilday and Dan Zimmerer to two year terms on the Lodging Tax Advisory Committee, from July 1, 2017 - July 1, 2019.

**Summary (Background)**

Re-appointment of Cheryl Kilday and Dan Zimmerer to two year terms on the Lodging Tax Advisory Committee, from July 1, 2017 - July 1, 2019.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	haller@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/4/2017
<b>Clerk's File #</b>	ORD C35557
<b>Renews #</b>	

<b>Submitting Dept</b>	MUNICIPAL COURT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	HOWARD DELANEY X4450	<b>Project #</b>	
<b>Contact E-Mail</b>	HDELANEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0560 - IMPREST FUND ORDINANCE		

**Agenda Wording**

An ordinance relating to petty cash/imprest accounts, amending SMC section 07.03.110.

**Summary (Background)**

A Proposed increase of \$600 for Municipal Court to provide additional funds for Court Clerks. The implementation of stronger internal controls, by securing each cashiers daily receipts into sealed poly bags, has created a need to retain additional change in smaller bills for the next business day activities.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Neutral \$ 600		# 0100-99999-99999-11216-99999
Select \$		#
Select \$		#
Select \$		#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DELANEY, HOWARD	<b><u>Study Session</u></b>	Finance 10/16/17
<b><u>Division Director</u></b>	SZAMBELAN, SHELLEY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Korlob@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	Rkokot@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



ORDINANCE NO. C35557

An ordinance relating to imprest accounts, amending SMC 07.03.110 Section 1

The City of Spokane does ordain:

Section 1. That SMC section 07.03.110 is amended to read as follows:

**07.03.110    Municipal Court**

There is established in the Municipal Court an imprest fund in an amount not to exceed one thousand three hundred dollars to be used for change for the Court cash registers in the normal course of business.

Passed by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**BRIEFING PAPER**  
**Finance Committee**  
**Petty Cash Ordinance**  
**October 16, 2017**

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**Subject**

Proposed change to SMC 07.03 imprest funds.

**Background**

The proposed housekeeping change will raise the imprest fund limit used for change for the court cash registers. With the implementation of a new procedure requiring each cashier to deposit their daily receipts in sealed poly bags at the end of each day, limits the ability to retain change in smaller bills for the next business day. In addition, cashiers are accepting payments for three systems and must keep till receipts segregated. Increasing the imprest fund by \$600 to a total of \$1300 will adequately accommodate both requirements for daily business needs.

**Impact**

The increase to these petty cash accounts does not have a financial impact on the city.

**Action**

Approval of ordinance is recommended.

**Funding**

There is no funding impact.