



* OPR 2011-0266

April 15, 2011

COUNCIL ACTION MEMORANDUM

RE: APPROVAL OF APRIL 11, 2011, CONSENT AGENDA ITEMS

During the Spokane City Council 3:30 p.m. Administrative Session held Monday, April 11, 2011, upon consideration of the April 11, 2011, Consent Agenda, the following actions were taken:

Motion by Council Member Corker, seconded by Council Member Rush, to suspend the (Council) Rules; **carried unanimously.**


Motion by Council Member, seconded by Council Member Rush, to add Item No. 16 (Setting Hearing before City Council for Monday, April 18, 2011, on Proposed Ballot Title and Summary of Measure for Initiative No. 2011-2, sponsored by Citizens for a Sensible Spokane, regarding marijuana regulations) to the Current April 11, 2011, Consent Agenda; **carried unanimously.**

Motion by Council Member Corker, seconded by Council Member McLaughlin, to approve (staff recommendations for) the following; **carried unanimously:**

- ① Interlocal Purchasing Agreement with Chelan County, per the Washington State Interlocal Cooperation Act (Chapter 39.34 RCW). No City expenditure or revenue is involved. (OPR 11-266)
2. Set Hearings before the Hearing Examiner on Final Assessment Rolls for May 10, 2011, at:
 - a. 1:30 p.m. for Street Improvements of Rowan Avenue, Sanson Avenue, and Everett Avenue from Market Street East to Railroad Right-of-way. (Hillyard Neighborhood); (PRO 08-25; ENG 2008140)
 - b. 2:30 p.m. for Street Improvements of Wabash Avenue from Market Street to Railroad Right-of-way (Hillyard Neighborhood); (PRO 08-24; ENG 2008141)
 - c. 3:30 p.m. for the Playfair LID Street Improvements of Haven Street from vacated Riverside Avenue to Olive Avenue, Olive Avenue from Haven Street to Fiske Street, and Fiske Street from Olive Avenue to Alki Avenue. (East Central Neighborhood) (PRO 10-38; ENG 2010165)


3. Supplemental Agreement No. 3 with Sherry Pratt Van Voorhis Landscape Architects (Spokane, WA) for On-Call Landscape Architect Design Services— increase of \$150,000 for a total contract amount of \$300,000. (Various Neighborhoods) (OPR 09-915; ENG 2009117)
4. Change Order No. 1 to Contract with MJM Grand, Inc. (Spokane, WA) for 17th Avenue and 16th Avenue from Chestnut Street to Inland Empire Way—increase of \$46,528.95 and ten working days. (PRO 06-37; ENG 2009048)
5. Change Order No. 3 to Contract with Halme Construction (Davenport, WA) for 9th and 11th Water Transmission Main—increase of \$774,698.29 (plus tax) and an increase of the administrative reserve of \$38,734.91 (plus tax). (PRO 10-27; ENG 2008151)
6. Low Bid of Mountain Crest Enterprises, Inc. (Mead, WA) for Grand Boulevard from 29th Avenue to High Drive—\$1,617,823.50 (plus tax). An administrative reserve of \$161,782.35 (plus tax), which is 10% of the contract price plus sales tax, will be set aside. (PRO 11-11; ENG 2009101)
7. Blanket Order with Connell Oil (Spokane, WA) for miscellaneous lubricants using Washington State Contract #09005 for the Fleet Services Department— estimated annual expenditure of \$150,000 (including tax). (OPR 11-267)
8. Increase Funds on Annual Blanket Order with TDS Tires (Spokane, WA) for retread tires and tire-related services—increase of \$175,000 for a total estimated annual expenditure of \$325,000 (including tax). (OPR 10-618; BID 3435-07)
9. Contract Extension through June 30, 2011, with AOT Public Safety Corporation (Waldorf, MD) for management of false security alarm calls—estimated total revenue for two-month extension is \$56,000. (OPR 06-220; RFP 3272-05)
10. (OPR 07-402—Contract Extension/Renewal with CS Stars, LLC—was deferred to April 18, 2011, during the Council's April 4, 2011, 3:30 p.m. Briefing Session.)
11. Five-year Blanket Order with Western Systems and Fabrication, Inc. (Spokane Valley, WA) for the refurbishing of metal refuse and recycling containers—annual estimated expenditure of \$340,000 (including tax). (OPR 11-268; BID 3738-10)

12. Contracts with Hoffman Contractors, Inc. (Spokane, WA) for Riverside Park Water Reclamation Facility for:
 - a. Aeration basin repairs and Modifications—\$70,626.74 (including tax) (OPR 11-269) and
 - b. Emergency floor drain system repairs—\$64,248.52 (including tax). (OPR 11-270)
13. Contract Extension/Renewal with Kemira Water Solutions, Inc. (Spokane, WA) for approximately 5,000 dry tons of Aluminum Sulfate for use by the Riverside Park Water Reclamation Facility from April 1, 2011 through March 31, 2012—estimated cost is \$1,217,440 (including tax). (OPR 11-271; BID 3562-09)
14. Contract with Northwest Trends for carpet and tile at the Spokane Police Academy—approximately \$49,000 (including tax). (OPR 11-272)
15. Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 4, 2011, total \$4,157,452.22 (Warrant Nos. 425092-425338; ACH Payment Nos. 3372-3418), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,057,468.70. (CPR 11-02)
 - b. Payroll claims of previously approved obligations through April 2, 2011: \$5,694,701.47 (Warrant Nos. 477919-478344). (CPR 11-03)
16. Set Hearing before City Council for Monday, April 18, 2011, on Proposed Ballot Title and Summary of Measure for Initiative No. 2011-2, sponsored by Citizens for a Sensible Spokane, regarding marijuana regulations. (LGL 11-18)



Terri L. Pfister, MMC
Spokane City Clerk

4/11/11
208

 Agenda Sheet for City Council Meeting of* <input type="text" value="04/11/2011"/>		<input checked="" type="checkbox"/> Date Rec'd <small>(Clerk use only)</small> <input type="text" value="03/30/2011"/>	
<input checked="" type="checkbox"/> Status: CLERK REVIEW		<input checked="" type="checkbox"/> Clerk's File # <input type="text" value="OPR 2011-0266"/>	
Submitting Dept*: <input type="text" value="ACCOUNTING"/>	<input checked="" type="checkbox"/> Cross Ref # <input type="text"/>	<input checked="" type="checkbox"/> Renews # <input type="text"/>	
Contact Name & Phone*: <input type="text" value="THEA BREMER"/> <input type="text" value="X6403"/>	<input checked="" type="checkbox"/> Project # <input type="text"/>	<input checked="" type="checkbox"/> Bid # <input type="text"/>	
<input checked="" type="checkbox"/> Contact E-Mail* <input type="text" value="TBREMER@SPOKANECITY.ORG"/>	<input checked="" type="checkbox"/> Requisition # <input type="text" value="INTERLOCAL AGREEMENT"/>		
<input checked="" type="checkbox"/> Add'l Docs Attached? <input checked="" type="checkbox"/> <input type="text" value="Contract Item"/>			
<input checked="" type="checkbox"/> Agenda Item Name: Begin with Dept # <input type="text" value="PURCHASING - INTERLOCAL AGREEMENT WITH CHELAN COU"/>			
<input checked="" type="checkbox"/> Agenda Wording*: <input type="text" value="75"/> character max) <input type="checkbox"/> Additional attached? Interlocal Purchasing Agreement with Chelan County, per the Washington State Interlocal Cooperation Act (Chapter 39.34 of the RCW). No city expenditure or revenue is involved.			
<input checked="" type="checkbox"/> Summary (Background)*: <input type="text" value="234"/> character max.) <input type="checkbox"/> Additional attached? It is of benefit to both parties to utilize each other's procurement contracts when it is of mutual interest. This Interlocal Purchase Agreement is being put in place to enable future cooperative purchasing efforts. Staff recommends implementation of this agreement.			
<input checked="" type="checkbox"/> Fiscal Impact		<input type="checkbox"/> Budget Account <input type="checkbox"/> Additional attached?	
Neutral <input type="text" value="0.00"/> \$	#	<input type="text" value="none"/>	
Select <input type="text"/>	#	<input type="text"/>	
Select <input type="text"/>	#	<input type="text"/>	
Select <input type="text"/>	#	<input type="text"/>	
<input checked="" type="checkbox"/> Approvals		<input checked="" type="checkbox"/> Council Notifications (Date)	
Dept Head	<input type="text" value="DOLAN, PAM"/>	Study Session	<input type="text"/>
Division Director	<input type="text" value="DOLAN, PAM"/>	Other	<input type="text"/>
Finance	<input type="text" value="LESESNE, MICHELE"/>	<input checked="" type="checkbox"/> Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	<input type="text" value="BURNS, BARBARA"/>	Purchasing: <input type="text" value="tbremer@spokanecity.org"/>	
For the Mayor	<input type="text" value="WEBSTER, DOROTHY"/>	Taxes & Licenses <input type="text"/>	
<input checked="" type="checkbox"/> Additional Approvals			
Purchasing	<input type="text"/>		
Select Dept 1	<input type="text"/>		

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, and CHELAN COUNTY, a political subdivision of the State of Washington, whose business address is 400 Douglas St., Suite 201, Wenatchee, WA 98801.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; – NOW, THEREFORE,

The parties agree as follows:

1. PURPOSE. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services, jointly dispose of property where such mutual effort can be planned in advance, jointly acquire goods and services, and to purchase or acquire goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE. This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of

goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.

C. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.

4. DURATION AGREEMENT - TERMINATION. This agreement shall remain in force until terminated by either party in writing. Either party may terminate this agreement for any cause upon thirty (30) days advance notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

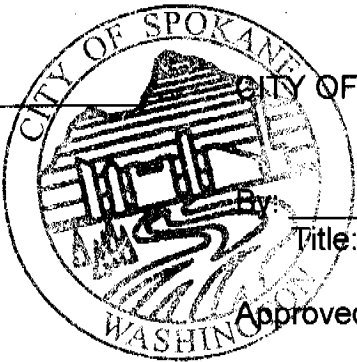
11. HOLD-HARMLESS. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences

of any act or omission of any person, firm or corporation not a party to this agreement.

12. **SEVERABILITY.** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

13. **DUPLICATE ORIGINALS.** This Agreement is executed by the parties in duplicate originals, each copy of which shall have the same force and effect as an original.

Dated: 4/15/11



CITY OF SPOKANE
Title: [Signature]
Thomas E. Danek, Jr.
City Administrator
City of Spokane

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Dated: _____

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

[Signature]
DOUG ENGLAND, Chairman
ABSENT



RON WALTER, Commissioner
[Signature]
KEITH W. GOEHNER, Commissioner

ATTEST:

APPROVED AS TO FORM

SALLY TAYLOR
[Signature]
Clerk of the Board

[Signature]
LOUIS N. CHERNAK
Deputy Prosecuting Attorney
Date: 3-1-2011

Dated: 3/15/11