

**CITY COUNCIL MEETING
TUESDAY, MARCH 2, 2021
HELD REMOTELY**

PURSUANT TO GOVERNOR INSLEE'S ORDER 20-28. 15 dated January 19, 2021 – ALL PUBLIC MEETINGS WILL BE HELD REMOTELY.

- [Sign up to provide Public Comment at the meeting via calling in](#)
- [Submit Written Public Comment Prior to 4 pm on March 2, 2021](#)
- [Join the Zoom Meeting](#)

Questions or Need Assistance? Please contact City Clerk at aswenson@libertylakewa.gov

COMMITTEE WORKSHOP DISCUSSION – 6:00 p.m.

- City Council Workshop Schedule

REGULAR SESSION – 7:00 p.m.

1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER**
4. **ROLL CALL**
5. **AGENDA APPROVAL**
6. **CITIZEN COMMENTS**
7. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
8. **REPORTS**
 - City Council
 - Mayor
 - City Administrator
9. **WORKSHOP DISCUSSIONS**
10. **CONSENT AGENDA**
 - a. Approve the February 16, 2021 city council meeting minutes
 - b. Approve the March 2, 2021 vouchers in the amount of \$262,025.99
 - c. Approve Agreement for Economic Development Services with Greater Spokane Incorporated

11. PUBLIC HEARINGS / APPEALS – *No items listed*

12. RESOLUTIONS – *No items listed*

13. ORDINANCES

First Read – Ordinance No. 269B – Amending the City's 2021 Budget

14. EMERGENCY ORDINANCES – *No items listed*

15. INTRODUCTION OF UPCOMING AGENDA ITEMS

- Action items
- Upcoming agendas

16. CITIZEN COMMENTS

17. EXECUTIVE SESSION – *No items listed*

18. ADJOURNMENT

PUBLIC COMMENT

If you wish to provide oral public comments during the Council meeting, please register through this link: <https://us02web.zoom.us/j/84556637756?pwd=UWEyRk0rcjlxUXNxbHJbWZoSFpPZz09>

Dial-in Phone Number

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 845 5663 7756

Passcode: 017236

WRITTEN PUBLIC COMMENTS

If you wish to provide written public comments for the council meeting, please email your comments to aswenson@libertylakewa.gov by **4:00 p.m.** the day of the council meeting and include all of the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Liberty Lake resident
4. The Agenda Item(s) which you are speaking about

JOIN ZOOM MEETING

To view the meeting live via Zoom Meeting, join the Zoom web meeting:

Meeting Instructions:

To join the Zoom web meeting:

<https://us02web.zoom.us/j/84556637756?pwd=UWEyRk0rcjlxUXNxbHlJbWZoSFpPZz09>

Dial-in Phone Number

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Meeting ID: 845 5663 7756

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6:00 P.M.

COMMITTEE WORKSHOP

DISCUSSION

MATERIAL

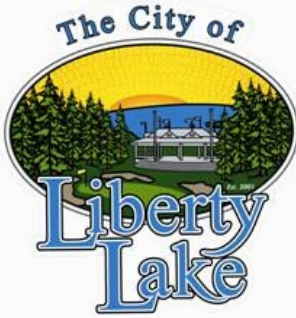
DRAFT



CITY COUNCIL WORKSHOPS As of February 24th, 2021

Date	Item	Requested By	Point of Contact	Status	Action Needed
Feb. 16, 2021	City Council Committee Appointments	All	RJ Stevenson	COMPLETE	
Special Meeting February 22nd & 23rd 6-9 PM	City Council position # 7 - Interviews	All	Katy Allen	COMPLETE	
March 4th MRSC Webinar?	Role Clarity	Mayor Pro Tem Kennedy	Katy Allen	Pending	Need to identify a facilitator/need new date
March 16th	Term Limits - Discussion	Council Member Kurtz	Katy Allen	On agenda for discussion	6pm or 7pm workshop?
Special Meeting - March 23rd - ? time	Council Retreat – Capital Facilities	Mayor Kaminskas	Mayor Kaminskas	Pending	Confirm date and time- Doodle poll
Special Meeting - April 13 or April 27	Joint Workshop with Spokane Valley	Spokane Valley CC	Mayor Kaminskas	Pending	
April 20th	Follow-up special meeting with Ann Macfarlane RE: Roberts Rules of Order	Mayor Pro Tem Kennedy	Katy Allen	Pending	Council confirmation on Facilitator
May 4th	Review of City Council's Rules of Procedure	City Council	Katy Allen	Pending	Council confirmation on date & agenda - 6pm or 7pm workshop?
July 20th	Financial Investment & Policy Workshop	Councilman Severs	RJ Stevenson	Pending	Council confirmation on date & agenda - 6pm or 7pm workshop?
TRACKING ITEMS FOR FUTURE CONSIDERATION					
Pending P&A Commission Recommendation	Community sculpture presentation	Councilman Severs	Jennifer Camp	Pending	
2022	Lime Scooters	Councilman Dunne	Lisa Key	Pending	

CONSENT AGENDA



**CITY COUNCIL MEETING
TUESDAY, FEBRUARY 16, 2021
HELD REMOTELY**

COMMITTEE WORKSHOP DISCUSSION

Mayor Kaminskas called the committee workshop to order at 6:00 p.m.

City officials who physically attended the workshop were: Mayor Kaminskas, City Administrator, Katy Allen, and IT Technician, Todd Henderson.

City officials who remotely attended the workshop via Zoom were: Mayor Pro Tem Kennedy, Council Members Langford, Folyer, Severs, Kurtz, and Dunne.

RJ Stevenson, Finance Director, Damon Simmons, Chief of Police, Ann Swenson, City Clerk, Jandy Humble, Interim Liberty Lake Municipal Library Director, Jennifer Camp, Operations & Maintenance Director, and Lisa Key, Director of Planning & Engineering, also attended the workshop via Zoom.

Mayor Kaminskas turned the floor over to the Chief of Police, who gave a PowerPoint presentation regarding a proposal to hire an additional police officer in addition to that which was budgeted for fiscal year 2021.

After council debate and discussion, it was decided staff will bring back a budget amendment to add an FTE for the police department that is budget neutral where no additional appropriations will be necessary to fund the additional position.

With there being no further business, the meeting adjourned at 6:48 p.m.

REGULAR CITY COUNCIL MEETING SESSION

Prior to the invocation, Mayor Kaminskas reviewed the logistics for this evening's meeting which, per Governor Inslee's Order 20-28.15, dated January 19, 2021, was being held remotely. Invocation then took place.

INVOCATION – Given by Mayor Pro Tem Kennedy

PLEDGE OF ALLEGIANCE – Led by Mayor Kaminskas, City Council, and City Staff

CALL TO ORDER – Mayor Kaminskas called the meeting to order at 7:00 p.m.

ROLL CALL

City officials who physically attended the meeting were: Mayor Kaminskas, City Administrator, Katy Allen, and IT Technician, Todd Henderson.

City officials who attended the meeting via Zoom were: Mayor Pro Tem Kennedy, Council Members Folyer, Langford, Dunne, Severs, and Kurtz.

The Finance Director, Chief of Police, City Clerk, City Attorney, Interim Liberty Lake Municipal Library Director, Operations and Maintenance Director, Director of Planning & Engineering, City Engineer, City Engineer, HR Manager, and City Attorney also attended the meeting via Zoom.

AGENDA APPROVAL: Councilman Langford moved to add an Executive Session after item 16, Citizen Comments, to discuss the procedures for Item 9.3, Former Mayor's Residency, and to remove Item 9.3 from the agenda. Mayor Pro Tem Kennedy seconded the motion, which carried unanimously.

Councilman Dunne moved to defer the first-read Ordinance No. 269B to March 2nd. Mayor Pro Tem Kennedy seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to approve the agenda as amended. Council Member Langford seconded the motion, which carried unanimously.

CITIZEN COMMENTS

Prior to embarking on citizen comments, Mayor Kaminskas reviewed Section 8.5 of the City Council's Rules of Procedure regarding written communication. She also reminded everyone of the three-minute time limit for comments.

Holly Woodruff, President, Friends of Liberty Lake Municipal Library and Liberty Lake resident: spoke about the Friends' recent annual Valentine's fundraiser; it was the most successful one yet. The funds raised support the programs and events at the library. She asked that council keep the library at the forefront of their capital improvement discussions.

Collin Tracy – Strategic Initiatives Manager for the Greater Spokane Valley Chamber of Commerce: gave an update on what the chamber has been working on with the legislature this year.

REPORTS

City Council: Councilman Dunne reported he has been asked to join Spokane Valley Fire Chief Collins for an informal discussion on how public agencies have been dealing with COVID for the past year.

Mayor: Mayor Kaminskas reported on her attendance at several meetings, including the Government Action Committee, the Association of Washington's City Action Days, the Greater Spokane Incorporated's Virtual Fly-In event, and Spokane Regional Transportation Council's board meeting.

Liberty Lake Municipal Library Board of Trustees: Tim Olson provided an update on the Liberty Lake Municipal Library Board's work concerning the recruitment efforts for a new library director.

Planning Commission: The Director of Planning and Engineering reported the Planning Commission will have two public hearings next month; one regarding the amendments to the landscape ordinance, the other regarding amendments to the landscape ordinance.

City Administrator: The city administrator took the floor and gave an update on COVID. She mentioned there will be a February 22nd tour of city facilities for councilmembers, and to let her know who is interested in taking the tour. She gave an update on the 23-acre land transaction that is on this evening's agenda for approval of a purchase and sale agreement with the Liberty Lake Sewer & Water District. She also gave a brief update on the recruitment process for the Liberty Lake Municipal Library Director. She turned the floor over to Mayor Kaminskas, who reported about today's groundbreaking for Western States Cat Equipment. The city administrator resumed the floor and gave an update on the Liberty Boys Academy. She then inquired what dates the council would like to have their retreat on the capital facilities. It was determined, staff will send a Doodle Poll to the council to narrow down some dates.

WORKSHOP DISCUSSIONS

Interview process for City Council Position 7 candidates

Next, the council discussed the interview process for the council position 7 candidates. After debate and discussion, it was determined that a special council meeting will be scheduled for February 22nd at 6:00 p.m. for the initial council interviews with an Executive Session to follow the interviews to discuss candidate qualifications, to come out of Executive Session and nominate no more than six candidates for the second interview. A second special city council meeting will be scheduled for February 23rd at 6:00 p.m. for the final interview and selection process.

Update to Ordinance No. 234, amending the City's Code of Ethics, Section 1-10-3, Nepotism.

The city administrator explained the change that was proposed during the last council meeting regarding the definition of "immediately family". After considerable council debate and discussion, it was determined an additional slight modification to the proposed language will be included in the Ordinance regarding Section 1-10-3(6), prior to approval of the Ordinance.

CONSENT AGENDA

Mayor Pro Tem Kennedy moved to approve consent agenda item 10a, approving the February 2, 2021 city council minutes. Council Member Kurtz seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to approve consent agenda item 10b, approving the February 16, 2021 vouchers in the amount of \$581,201.97. Councilman Kurtz seconded the motion, which carried unanimously.

Payroll check sequence consisted of check numbers 30983 through 30984, totaling \$2,616.63. EFTs totaled \$432,365.87. A/P check sequence consisted of check numbers 30985 through 31032, totaling \$121,356.92. EFTs totaled \$24,862.55.

Mayor Pro Tem Kennedy moved to approve consent agenda item 10c to authorize the purchase of fireworks for 2021 in the amount of \$11,500. Councilman Severs seconded the motion. After council discussion, Councilman Dunne moved to amend consent agenda item 10c include the years 2021, 2022, and 2023 for a total of \$36,000. Councilmember Severs seconded the motion, which passed 5-1; Councilman Langford opposed. Mayor called for vote on original motion. Motion carried 5-1; Councilman Langford opposed.

Mayor Pro Tem Kennedy moved to approve consent agenda item 10d, the Project Manager position and salary range. Council Member Severs seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to consent agenda item 10e to confirm Mayor's appointments to the lodging tax advisory committee. Council Member Severs seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to approve consent agenda item 10f the Purchase and Sale Agreement of 23 acres with the Liberty Lake Sewer and Water District. Council Member Kurtz seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to approve consent agenda item 10g, the Interlocal Agreement with the City of Cheney regarding Building Review Services. Council Member Kurtz seconded the motion, which carried unanimously.

RESOLUTION

The city clerk read, by title only, Resolution 12-164F, a resolution of the City Council of the City of Liberty Lake, Spokane County Washington, Approving Certain Public Improvements and Public Improvement Costs; and Providing for Other Matters Properly Related Thereto. Mayor Pro Tem Kennedy moved to approve Resolution No. 12-164F, seconded by Councilman Folyer. After brief discussion, Mayor called for the vote. Motion carried unanimously.

ORDINANCES

The city clerk read, by title only, Ordinance No. 234A, An Ordinance of the City of Liberty Lake, Washington Amending City of Liberty Lake Ordinance No. 234 Relating to a Code of Ethics. This was a first read ordinance.

Councilmember Severs moved to suspend the City Council's Rules of Procedure and move this to a second read. Councilmember Dunne seconded the motion. Motion failed 2-4; Councilmembers Severs and Dunne voted in favor, all others opposed.

INTRODUCTION OF UPCOMING AGENDA ITEMS

The city administrator reviewed the upcoming agenda items for the February 22nd special city council meeting.

EXECUTIVE SESSION

Per RCW 42.30.110(1)(i). Mayor Kaminskas called for executive session to begin at 9:30 p.m. for 20 minutes. At 9:50 p.m., Councilman Langford moved to extend the meeting for an additional 25 minutes. Council Member Kurtz seconded the motion, which carried unanimously. The city administrator announced an extension of the meeting for an additional 25 minutes. The executive session adjourned at 10:15 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:15 p.m.

These minutes were approved March 2, 2021.

Cris Kaminskas, Mayor
City of Liberty Lake

Notes and Transcription by Ann Swenson, City Clerk. This Council meeting was also audio taped. Anyone desiring to listen to the recording may contact the City Clerk.

City of Liberty Lake

Consent Agenda for March 2, 2021
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through March 2, 2021

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
	See attached check register.	
Total vouchers through March 2, 2021		\$ 262,025.99
	TOTAL	<u><u>\$262,025.99</u></u>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

City Clerk

Mayor

Council Member

CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 16:35:40 Date: 02/24/2021

03/01/2021 To: 03/31/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
523	03/02/2021	Claims	3	EFT	ACUSHNET COMPANY	432.18	PRO SHOP ITEMS
			420 - 576 61 34 01 - Pro Shop Merchandise			432.18	STOCK GLOVES
524	03/02/2021	Claims	3	EFT	BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,633.49	LAPTOP
			001 - 594 14 64 00 - Finance-Furniture,Computers&			1,633.49	IT TECH MSI GS66 17 2070 15" LAPTOP
525	03/02/2021	Claims	3	EFT	BTAC ACQUISITION CORP	965.96	BOOKS
			001 - 572 20 34 06 - Library Books & Other Materi			965.96	
526	03/02/2021	Claims	3	EFT	CALLAWAY	1,862.37	PRO SHOP ITEMS
			420 - 576 61 34 01 - Pro Shop Merchandise			-32.18	REFUND FREIGHT INV 932572654
			420 - 576 61 34 01 - Pro Shop Merchandise			-32.18	REFUND FREGHT INV 932584350
			420 - 576 61 34 01 - Pro Shop Merchandise			222.96	CHROME SOFT TRUVIS BALL
			420 - 576 61 34 01 - Pro Shop Merchandise			237.79	
			420 - 576 61 34 01 - Pro Shop Merchandise			407.14	EPIC DRIVER
			420 - 576 61 34 01 - Pro Shop Merchandise			225.04	WD RH EPIC MAX 3FW IM10 60 GR REG
			420 - 576 61 34 01 - Pro Shop Merchandise			224.74	WD RH EPIC SPEED 3FW IM10 70 GR S
			420 - 576 61 34 01 - Pro Shop Merchandise			201.92	PT RH OD WHT HOT OG SEVEN STRKL
			420 - 576 61 34 01 - Pro Shop Merchandise			407.14	WD RH EPIC SPEED DR 9.0 IM10 60 G
527	03/02/2021	Claims	3	EFT	CINTAS CORPORATION NO 3	95.30	MAT SVC 2/15,22/21
			420 - 576 61 41 03 - Facilities - Professional Service			95.30	
528	03/02/2021	Claims	3	EFT	COBRA PUMA GOLF INC	1,466.97	PRO SHOP ITEMS
			420 - 576 61 34 01 - Pro Shop Merchandise			708.00	PUMA MENS 21A
			420 - 576 61 34 01 - Pro Shop Merchandise			-2.66	DISC INV G2338709 PO1062
			420 - 576 61 34 01 - Pro Shop Merchandise			612.58	CAPS
			420 - 576 61 34 01 - Pro Shop Merchandise			149.05	ULTRALIGHT CART BAG
529	03/02/2021	Claims	3	EFT	DEMCO	265.21	MATERIALS
			001 - 572 10 31 00 - Library Supplies			265.21	OVERSIZE ECONOMY BOOK SUPPORT
530	03/02/2021	Claims	3	EFT	HORIZON	7,743.84	MATERIALS,EQUIP
			110 - 542 70 31 01 - Roadside Supplies			303.77	PULL SAW
			110 - 594 42 64 00 - Capital Expenditures - Furnitur			3,720.03	EXMARK STARIS STAND ON MOWER
			001 - 594 76 64 01 - Parks-Furniture,Computers&E			3,720.04	EXMARK STARIS STAND ON MOWER
531	03/02/2021	Claims	3	EFT	LOWES	418.14	MATERIALS
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			418.14	TOOLS FOR PICKUP
532	03/02/2021	Claims	3	EFT	O'REILLY AUTO PARTS	404.30	MATERIALS
			110 - 542 66 31 00 - Snow And Ice Control Supplie			16.52	PLOW SUPPLIES
			110 - 542 70 31 01 - Roadside Supplies			48.40	36" WALKER BATTERY
			001 - 576 80 31 01 - Parks Supplies			96.46	WHT EXPLORER HUB REPR KIT
			001 - 576 80 31 01 - Parks Supplies			242.92	WHT EXPLORER KNUCKLE ASSY
533	03/02/2021	Claims	3	EFT	PURCHASE POWER	496.02	SERVICES
			001 - 514 23 42 00 - Administrative Services-Telepl			176.18	REPLENISH POSTAGE
			001 - 514 23 42 00 - Administrative Services-Telepl			196.02	METER RENTAL 2/16-5/15/2021
			001 - 521 10 42 00 - Law Enforcement-Telephone,In			12.67	REPLENISH POSTAGE
			001 - 572 10 42 00 - Library-Telephone,Internet,Pos			111.15	REPLENISH POSTAGE
534	03/02/2021	Claims	3	EFT	SENSKE LAWN & TREE CARE INC	103.46	SERVICES
			001 - 518 30 41 00 - Central Services-Professional S			103.46	CH PEST CNTRL
535	03/02/2021	Claims	3	EFT	SITEONE LANDSCAPE SUPPLY LLC	4,348.69	BASELINE 2 WIRE SYS CONTROLLER STAINLESS STEEL PEDESTAL
			310 - 594 76 63 09 - Capital Expenditures - Other Ir			-81.36	
			310 - 594 76 63 09 - Capital Expenditures - Other Ir			4,430.05	

CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 16:35:40 Date: 02/24/2021

03/01/2021 To: 03/31/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
536	03/02/2021	Claims	3	EFT	WESTERN STATES EQUIPMENT COMPANY	748.42	SERVICES
			110 - 542 66 41 00 -		Snow And Ice Control-Professi	748.42	LOADER 2 OIL CHANGE
537	03/02/2021	Claims	3	31033	KATHRYN D ALLEN	296.80	PORT OF SEATTLE PLANE TICKET RIEMBURSE
			001 - 513 10 43 00 -		Executive Travel-Lodging,Mea	296.80	
538	03/02/2021	Claims	3	31034	AMAZON	714.49	MATERIALS
			001 - 513 10 31 00 -		Executive Supplies	20.27	CA ADD'L POWER CORD
			001 - 518 80 30 00 -		Supplies For Consumption IT	37.02	ANKON 48WH LAPTOP BATTERY
			110 - 542 90 31 00 -		Maint Admin & Overhead Sup	8.00	MECHANIC TOOLS
			001 - 572 10 31 00 -		Library Supplies	27.21	SURGER PROTECTOR
			001 - 572 10 31 00 -		Library Supplies	25.99	MONITOR STAND RISER
			001 - 572 10 31 05 -		Children & Adult Prgrm Suppl	100.20	COMPOSITION NOTEBOOKS
			001 - 572 20 34 06 -		Library Books & Other Mater	16.32	BOOK
			001 - 572 20 34 06 -		Library Books & Other Mater	59.44	BOOKS
			001 - 572 20 34 06 -		Library Books & Other Mater	13.75	THE POUT-POUT FISH
			001 - 572 20 34 06 -		Library Books & Other Mater	31.57	FIRST SNOW
			001 - 572 20 34 06 -		Library Books & Other Mater	15.17	HUEYS THE NEW JUMPER
			420 - 576 61 31 03 -		Maintenance Supplies	8.00	MECHANIC TOOLS
			420 - 576 61 31 03 -		Maintenance Supplies	164.15	GATOR.GREENS MOWER TIRES
			001 - 576 80 31 01 -		Parks Supplies	8.00	MECHANIC TOOLS
			001 - 576 80 31 01 -		Parks Supplies	179.40	TS GATOR #4 TIRE
539	03/02/2021	Claims	3	31035	AW REHN & ASSOCIATES	1,140.23	SERVICES
			502 - 517 30 29 00 -		Health Insurance Services	83.43	EMPLOYER FUNDING NOTIFICATION 2/8-15/2021 2021 HRA
			502 - 517 30 29 00 -		Health Insurance Services	1,056.80	EMPLOYER FUNDING NOTIFICATION 2/8-15/2021 2020 HRA
540	03/02/2021	Claims	3	31036	BLACK CLOVER LLC	515.75	PRO SHOP ITEMS
			420 - 576 61 34 01 -		Pro Shop Merchandise	515.75	
541	03/02/2021	Claims	3	31037	CENGAGE LEARNING INC/GALE	716.62	GALE LEGALFORMS:WASHINGTON 4/22/21-4/21/22
			001 - 572 10 41 01 -		Software Maint/data Ba	716.62	
542	03/02/2021	Claims	3	31038	CENTRAL PRE MIX CONCRETE CO	456.22	MATERIALS
			420 - 576 65 31 01 -		Maintenance Of Golf Course	456.22	TOPDRESSING SAND
543	03/02/2021	Claims	3	31039	DAVE SMITH MOTORS INC	46,519.03	2021 RAM 2500 WHITE
			110 - 594 42 64 00 -		Capital Expenditures - Furnitur	46,519.03	
544	03/02/2021	Claims	3	31040	DIRECTV	200.01	SATELLITE TV 2/9-3/8/2021
			420 - 576 61 47 00 -		Golf Utilities-Elec/Gas,Wtr/Sw	200.01	
545	03/02/2021	Claims	3	31041	EXECUTECH UTAH LLC	2,592.91	IT SVCS MAR '21
			001 - 518 80 41 00 -		Information Technology Servic	2,592.91	
546	03/02/2021	Claims	3	31042	FISHERS TECHNOLOGY	52.26	CONTRACT OVRAGE CHG 1/12-2/11/2021
			001 - 572 10 41 00 -		Library-Professional Services	52.26	
547	03/02/2021	Claims	3	31043	FREE PRESS PUBLISHING INC	334.90	LEGAL ADS
			001 - 558 50 40 03 -		CP&ED Building Permits Rein	90.10	NOA BLD2021-0045
			001 - 558 50 40 03 -		CP&ED Building Permits Rein	93.50	NOA BLD2021-0047
			001 - 558 50 40 03 -		CP&ED Building Permits Rein	74.80	NOTICE OF DECISION LUA 2020-0038-PLT 2020-0001
			001 - 558 50 40 03 -		CP&ED Building Permits Rein	76.50	NOTICE OF DECISION LUA2020-0037
548	03/02/2021	Claims	3	31044	GALLS LLC	1,860.25	UNIFORMS

CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 16:35:40 Date: 02/24/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 22 26 11		Uniforms-Duty & Reserv	776.69	LAM,ASHLEY ELITE W/AXIII ELITE CARRIER W/NO THORSHIELD
			001 - 521 22 26 11		Uniforms-Duty & Reserv	1,083.56	JENSON,KELLY ELITE W/AXIII ELITE CARRIER W/NO
549	03/02/2021	Claims	3	31045	GCSAA	400.00	CAMP,JENNIFER MEMBERSHIP 3/1/21-2/28/22
			420 - 576 61 49 01		Golf-Dues,Subscriptions,Mbrsl	400.00	
550	03/02/2021	Claims	3	31046	GRIZZLY GLASS CENTERS INC	435.60	REPLACE WINDSHIELD UNIT 6
			001 - 521 10 48 00		Vehicle Maintenance	435.60	
551	03/02/2021	Claims	3	31047	H W LOCHNER INC	135,865.15	HENRY RD OVERPASS&RDWAY EXT 1/1-2/5/21
			319 - 595 50 40 00		Henry Rd Design	135,865.15	
552	03/02/2021	Claims	3	31048	NORTHWEST BUSINESS STAMP	14.95	PICTURE ID BADGE-2 SIDED
			001 - 521 10 35 00		Law Enforcement Small Tools	14.95	
553	03/02/2021	Claims	3	31049	ON TARGET SOLUTIONS GROUP INC	275.00	SIMMONS,DAMON INTERNAL AFFAIRS&PROF STDS
			001 - 521 10 49 00		Law Enforcement-Dues,Subscr	275.00	
554	03/02/2021	Claims	3	31050	PAPE MACHINERY INC	1,648.75	BACKHOE RENTAL 1/25-2/21/21
			110 - 542 66 41 00		Snow And Ice Control-Professi	1,648.75	
555	03/02/2021	Claims	3	31051	PARAMETRIX	8,307.80	SERVICES THROUGH 1/30/2021
			001 - 558 50 41 00		CP&ED-Professional Services	190.00	PARCEL 55105.9026 BLA
			311 - 594 18 60 01		Capital Expenditures/Expenses	396.55	PWY CIVIL DESIGN
			320 - 595 30 63 00		Capital Expenditures/Expenses	7,000.00	LEGACY RIDGE INTERSECTION SIGNAL
			110 - 595 64 63 00		Roads/Streets Const. & Other I	721.25	PEDESTRIAN CROSSING IMP-CIVIL DESIGN
556	03/02/2021	Claims	3	31052	PARAMETRIX	6,808.07	TIB 8-3-988(005)-1 CV DR HIGH SCH ACCESS SIGNALIZATION
			320 - 595 64 60 01		Capital Expenditures/Expenses	6,808.07	
557	03/02/2021	Claims	3	31053	PYRO SPECTACULARS NORTH INC	8,625.00	7/4/21 SPECIAL FIREWORKS DISPLAY
			001 - 571 00 41 05		Special Events Professional Se	8,625.00	
558	03/02/2021	Claims	3	31054	RACOM CORPORATION	228.70	SERVICES
			001 - 521 10 48 00		Vehicle Maintenance	114.35	LLPD13 REPLACE LAPTOP DOCK
			001 - 521 10 48 00		Vehicle Maintenance	114.35	LLPD22 SWAPPED NEW LAPTOP DOCK
559	03/02/2021	Claims	3	31055	SPOKANE COUNTY DIST	3,619.69	COURT FEES JAN '21
			001 - 512 50 40 00		Court Services	3,619.69	
560	03/02/2021	Claims	3	31056	SPOKANE COUNTY TREASURER	15,176.91	SERVICES
			001 - 512 50 40 00		Court Services	7,112.55	JAIL SVCS GEIGER/COUNTY JAN '21
			001 - 512 50 40 00		Court Services	7,112.55	JAIL SVCS GEIGER/COUNTY FEB '21
			001 - 554 30 41 00		Animal Services	951.81	ANIMAL CNTRL SVCS MAR '21
561	03/02/2021	Claims	3	31057	SPOKANE VALLEY FIRE DEPT	137.00	SERVICES
			001 - 558 50 40 01		CP&ED Protective Inspection	137.00	CLASS 1 KITCHEN HOOD SUPPRESSION PLAN CHECK PITA PIT
562	03/02/2021	Claims	3	31058	STONEWAY ELECTRIC SUPPLY CO	243.50	MATERIALS
			001 - 576 80 31 45		Orchard Park Supplies	243.50	LIGHT MODULES

CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 16:35:40 Date: 02/24/2021

03/01/2021 To: 03/31/2021

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
563	03/02/2021	Claims	3	31059	SUBTLE PATRIOT LLC	615.00	PRO SHOP ITEMS
					420 - 576 61 34 01 - Pro Shop Merchandise	615.00	
564	03/02/2021	Claims	3	31060	SZEN CORP	1,140.00	SUPPORT&ENHANCEMENT PROGRAM-ANNUAL
					420 - 576 61 41 00 - Golf Pro Shop-Professional Ser	1,140.00	
565	03/02/2021	Claims	3	31061	TIRE-RAMA	138.99	SERVICES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	44.86	GMC #2 LOF
					110 - 542 90 41 00 - Maint Admin & Overhead Prof	49.31	'16 RAM 1500 LOF
					001 - 576 80 41 00 - Parks-Professional Services	44.82	'05 FORD EXPLORER LOF
566	03/02/2021	Claims	3	31062	WESTERN SYSTEMS	737.06	REPLACE SOLAR PANEL WIND DAMAGE
					110 - 542 64 31 00 - Traffic Control Devices Suppli	737.06	
567	03/02/2021	Claims	3	31063	BEN WICK	1,225.00	SPLASH ADS
					001 - 558 70 41 00 - Econ. Dev. - Advertising	1,225.00	

001 General Fund	44,127.81
110 Street Fund	54,983.54
310 REET 1 Capital Projects Fund	4,348.69
311 REET 2 Special Capital Projects Fund	396.55
319 Henry Rd Project From Mission To Appleway	135,865.15
320 Harvard Road Mitigation Fund	13,808.07
420 Golf Operations Fund	7,355.95
502 Medical Reimbursement (Bridge) Fund	1,140.23
	<hr/>
	Claims: 262,025.99
	262,025.99

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk Date



AGENDA ITEM NO.: 10c

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Agreement for Economic Development Services

FOR THE AGENDA OF: March 2nd, 2021

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:

A – Agreement with GSI

DEPT. HEAD APPROVAL: RJ Stevenson

EXPENDITURE REQUIRED:	\$26,300
BUDGETED:	Yes. This includes Advantage Spokane.

SUMMARY STATEMENT

City of Liberty Lake desires to enter into an agreement with Greater Spokane Inc. (GSI). The City has been a partner with GSI for many years. This agreement formalizes this relationship and identifies the roles and expectations of both agencies.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the Agreement for Economic Development Services with Greater Spokane Incorporated.

Agreement for Economic Development Services

City of Liberty Lake, 2021

OVERVIEW OF GSI:

GSI works to connect businesses to valuable relationships and resources, drive business and community initiatives to improve our region, and advocate for business with a unified voice.

GSI convenes, coordinates, facilitates and leads economic development efforts that:

- Drive the creation of a highly skilled workforce that meets the future needs of employers;
- Increase the number of jobs;
- Grow our residents' average household income;
- Support innovation through the creation and growth of entrepreneurship and business start-ups;
- Expand area businesses through increased access to information and resources that will lead to greater customer exposure and greater success;
- Retain local companies;
- Assist local companies expand; and
- Recruit new companies within targeted industry clusters.

PURPOSE OF AGREEMENT: The purpose of this AGREEMENT is to memorialize the understanding and intended collaboration between the CITY OF LIBERTY LAKE (hereinafter referred to as "the JURISDICTION") and GREATER SPOKANE INCORPORATED (hereinafter referred to as "GSI") (collectively referred to as the "PARTIES") to further economic development activities for the JURISDICTION and the Spokane region.

As set forth further in Paragraph 6, this AGREEMENT establishes only a collaborative relationship between GSI and JURISDICTION, and GSI is only obligated to the extent the terms of this AGREEMENT provide. The PARTIES acknowledge that this AGREEMENT is intended to promote and support acts relating to economic development as authorized by RCW 35.21.703 and RCW 36.01.085.

This AGREEMENT establishes a sequential financial investment in the economic development activities of GSI consisting of:

- (1) BASE INVESTMENT,
- (2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES,
- (3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES (specific to JURISDICTION), and
- (4) SPECIAL PROJECTS (benefitting the entire region).

JURISDICTIONS that agree to invest with GSI agree to invest in the order of economic development activities listed and further agree to fund the financial requirements of each category before proceeding to the next level of economic development activity.

(1) BASE INVESTMENT:

The Base Investment is an annual investment amount and recognizes the value of having an organization identified as coordinating economic development activities on behalf of the Jurisdiction and region. It recognizes those activities as;

- advocating for a healthy business climate to provide businesses a competitive advantage over other communities,
- assisting businesses located in the region with access to new services to enhance their revenues and profits,
- advancing the development of a talented workforce,
- advocating on behalf of business at the federal, state, and local levels,
- supporting entrepreneurs and business startups,
- supporting major contributors to the economy, and
- communicating the value of the Spokane region to businesses considering expansion or relocation to the Spokane region.

The Base Investment supports the costs of Greater Spokane Incorporated associated with performing the above-mentioned functions. Investor Partners can choose their level of investment.

Consistent with GSI By-Laws, JURISDICTIONS investing at the Partner Level (\$10,250 - \$24,999/yr) are entitled to :

- An Ex-Officio position on the GSI Board of Trustees,
- Participation in update meetings of the Associate Development Organization (ADO),
- Participation in the Executive Connect,
- Invitation to attend the Olympia and DC Fly-ins,
- Invitation to exclusive executive events,
- Recognition in GSI Media,
- Onsite GSI Executive Update.

JURISDICTIONS can also choose higher levels of Base Investment. Those could include the Leaders Level (\$25,000 - \$49,999/yr) and the Visionary Level (\$50,000 and up/yr).

The level of Base Investment for the JURISDICTION shall be that amount listed in Attachment A, attached hereto and incorporated herein by reference.

(2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES:

The Economic Development Partnership Services ("EDPS") constitute the array of economic development activities as defined both in the GSI Strategic Plan and other activities necessary to support businesses operating in the Spokane region and those businesses wishing to expand or relocate to the Spokane region. They are itemized in more detail below under "**Scope of Work**".

The cost of EDPS is based proportionately on the size of the JURISDICTION. The target rate is \$0.50 per resident, adjusted annually, and based upon the United States Census Bureau's annual population estimate for the previous calendar year or an alternate the Washington State Office of Financial Management April 1 population estimate for the proceeding calendar year as may be agreed to by the PARTIES.

Scope of Work

2020 saw a massive impact to our economy due to the COVID-19 pandemic and the public health response to the pandemic that negatively impacted many businesses in the JURISDICTIONS boundaries. GSI's 2021 scope of work provides specific efforts on reopening the economy and economic recovery. The following activities shall be included in EDPS:

- TALENT - Grow education attainment rates, ensuring a talented and competitive workforce pipeline;
 - Build a robust system of career-connected learning by developing STEM skills and career awareness and exploration, for middle skill and knowledge-based careers in high-demand industries.
 - Increase post-secondary access to credential and degree completion for traditional and non-traditional students.
 - Support the development of a center for health and medical sciences education through advocacy, workforce development, and community capacity building.
 - Help employers by advocating for and amplifying child-care access solutions.
 - Support programs focused on worker retraining and upskilling.
 - Drive engagement in career connected learning and workforce portals.
 - Advocate for continued public investments in K-12 and higher-ed education.

- VOICE - Convene and facilitate a unified voice on behalf of the business community, and advocate for critical public policy and legislative priorities for the benefit of the regional economy;
 - Advocate for legislative priorities at both the federal and state levels focused on short-term recovery and long-term investments.
 - Advocate for critical infrastructure necessary for economic development.
 - Plan and implement a virtual Olympia & Washington DC Fly-In to advocate for legislative priorities for the Spokane region.
 - Advocate for international trade policies that support local business efforts to expand their customer base.
 - Provide access to the GSI Board of Trustees to educate the business community on key city projects and initiatives.
 - Advocate for more employers to open safely.
 - Boost consumer confidence through the Spread Kindness campaign.
 - Collaborate with state partners on statewide recovery efforts.

- GROWTH – Grow, diversify and increase the resiliency of the economy through business recruitment, business retention and expansion, entrepreneurial growth and county wide strategic planning;
 - Protect, advocate, and support the expansion of the military operations at Fairchild Air Force Base, recognizing it as the largest single-site employer in Eastern Washington.
 - Assist the business community in qualifying for, and obtaining comprehensive contracting opportunities with federal, state, and local government agencies to maintain business growth and expansion.
 - Connect entrepreneurs with resources and community support necessary to launch and grow new businesses.
 - In coordination with regional partners, respond to inbound recruitment opportunities to diversify and enhance the region's overall economic environment.
 - Coordinate regional responses to inquiries from the Washington State Department of Commerce directed to GSI as the designated Associate Development Organization (ADO).

- Engage directly with site selectors and targeted companies to educate them about the advantages of the Spokane region.
- Leverage partnerships with local companies to identify companies that would augment or increase buildout of the manufacturing and/or life sciences supply chain in the region.
- Increase focus on programs that support and retain businesses currently here.
- Activate outbound marketing for new employers, utilizing Advantage Spokane. Recruitment campaign will focus on aerospace, life-sciences and advanced manufacturing.
- Lead effort to secure sustainable economic development funding for the community.
- Facilitate community-wide discussions on long-term economic development strategies.
- Collaborate on growth issues such as transportation, housing, downtown vitality, diversity, and homelessness.

(3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES:

The JURISDICTION may wish to collaborate and invest with GSI on additional economic development services specific to the JURISDICTION outside the EDPS. Those economic development services shall be mutually agreed upon by the parties and set forth in Attachment B, attached hereto and incorporated herein by reference. Examples may include, but are not limited to, industry gap analysis, workforce studies, or pursuit of specific grant opportunities.

(4) SPECIAL PROJECTS:

GSI may undertake specific projects or activities to benefit the entire region in which the JURISDICTION seeks to participate. Those projects and activities would be in addition to the terms set forth in this AGREEMENT. Examples include, but are not limited to, public opinion polling, economic development and industry studies, and infrastructure analysis.

SPECIAL PROJECT: ADVANTAGE Spokane Partnership – The JURISDICTION agrees to continue partnering with other jurisdictions on the ADVANTAGE Spokane website as a virtual portal to external audiences that will provide information about the Spokane region. The Initiative entails three specific components:

- 1) Maintain the website to provide updated features and information regarding the region. The website shall include a GIS-based tool that provides search functionality and information about real estate and demographics about the region;
- 2) Provide a link to a webpage of participating business development partners/jurisdictions, and;
- 3) Provide a template ‘webpage’ for participating business development partners/jurisdictions to populate information specific to their entity. The entity shall be responsible and have authority to provide content, including text and pictures, for their specific webpage outside the scope of this initiative.
- 4) GSI shall continue to provide analytics from the website to help partners develop more meaningful content.

The JURISDICTION’S contribution to this project is set forth in Attachment “A” and shall be billable upon execution of this AGREEMENT.

General Terms for Agreement.

1. Term. This AGREEMENT shall be in full force and effect on January 1, 2021 and shall remain in effect until December 31, 2021. By mutual written consent, the PARTIES may extend the AGREEMENT for up to three additional one-year terms, which will commence on or about January 1st of each year and end on December 31 of that year.

Either party may terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice. In the event of termination through no fault of GSI, the JURISDICTION agrees to pay GSI for all services performed to the date of the AGREEMENT termination based upon a pro rata breakdown of the monthly monetary compensation as set forth in Attachment A. Provided, however, in the event of any material breach of any provision herein, the JURISDICTION may suspend GSI's provision of any services under the terms of this AGREEMENT upon twenty-four (24) hour notification. During the time frame of any such suspension, the JURISDICTION shall not be liable for the payment of any fees or pro rata portion thereof to GSI.

For the purposes of this AGREEMENT, notice shall be deemed effective upon: (i) the day such notices are received when sent by personal delivery, (ii) the third day following the day on which the same have been deposited in the U.S. mail by first class delivery, postage prepaid addressed to the JURISDICTION or to GSI at the address set forth in Attachment A, or (iii) the next business day such notice is sent via e-mail to the e-mail provided for each PARTY in Attachment A.

2. Payment. GSI shall be paid semi-annually upon presentation of an invoice to JURISDICTION. JURISDICTION agrees to pay GSI within thirty (30) days of the JURISDICTION'S receipt of any reimbursement request. Invoices shall be submitted to the JURISDICTION at the address stated in Attachment A. GSI's reimbursement request is an acknowledgement that services have been rendered or that an advance payment is due and payable pursuant to fulfillment of obligations herein. The frequency of invoicing may be adjusted with the mutual consent of the PARTIES, and as specified herein in Attachment A.

3. Reporting. GSI shall provide a written report of its activities and progress as they pertain to the **Scope of Work** as set forth under Economic Development Partnership Services (EDPS) on a semi-annual basis. Additionally, GSI shall be available to present such information in person to the JURISDICTION on approximately the same frequency. The frequency of reporting and presentations may be adjusted with the mutual consent of the PARTIES. The frequency shall be set forth in Attachment A.

4. Compliance with Laws. The PARTIES, in the performance of this AGREEMENT, agree to comply with all applicable federal, state, and local laws and regulations to the extent that they may have any bearing on either party providing services under the terms of this AGREEMENT.

5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions:

- A. By executing this AGREEMENT, GSI certifies to the best of its knowledge and belief, that it:
1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or

- performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is 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 certification; and
 4. Has not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

6. Relationship of the Parties: It is understood, agreed and declared that GSI shall be an independent contractor, and not the agent or employee of JURISDICTION, and JURISDICTION is interested in only the results to be achieved, and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of GSI. Any and all employees who provide services to JURISDICTION under this AGREEMENT shall be deemed employees solely of GSI, and are not entitled to any of the benefits that JURISDICTION provides to employees of JURISDICTION. GSI shall be solely responsible for the conduct and actions of all its agents, employees, servants, subcontractors or otherwise under this AGREEMENT and any liability that may attach thereto.

7. Records: GSI shall make available to JURISDICTION or the Washington State Auditor, or their duly authorized representatives, at any time during its normal operating hours, all records, books or pertinent information which GSI shall have kept in conjunction with this AGREEMENT, and which JURISDICTION 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 provided under this AGREEMENT.

8. Insurance: GSI shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: GSI shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expenses.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the JURISDICTION, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "[Name of JURISDICTION], it's Officers, Agents and Employees, are named as an Additional Insured with respect to this MEMORANDUM OF AGREEMENT between Greater Spokane Incorporated and [Name of JURISDICTION]."

WORKERS' COMPENSATION: If GSI has employees, it shall show proof of Workers' Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be GSI's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GSI shall provide errors & omissions coverage in the form of Professional Liability Coverage in the minimum amount of \$1,000,000.00.

Any exclusion to GSI's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Risk Management Officer of JURISDICTION. GSI's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GSI and a copy of any required endorsement(s) and returned to JURISDICTION. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice to JURISDICTION. The policy shall be endorsed and the certificate shall reflect that JURISDICTION is named as an additional insured on the GSI's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by JURISDICTION shall be excess and not contributory insurance to that provided by GSI.

GSI shall provide Certificate(s) of Insurance, meeting the requirements set forth herein, to JURISDICTION within 30 days of the execution of this AGREEMENT.

Failure of GSI to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of AGREEMENT and cause for immediate termination of AGREEMENT at JURISDICTION's discretion.

Providing coverage in the above amounts shall not be construed to relieve GSI from liability in excess of such amounts.

9. Assignment: Neither PARTY shall assign, transfer, nor delegate any or all of the responsibilities of this AGREEMENT or the benefits received hereunder without first obtaining the written consent of the other PARTY; provided, however, that this provision shall not be interpreted to restrict GSI's right to contract out with other entities to fulfill the services set forth in this AGREEMENT.

10. Confidentiality: By the nature of its mission and work outlined under Section 2 (Economic Development Partnership Services), Section 3 (Additional Investment for Economic Development Services), and Section 4 (Special Projects), GSI routinely discusses and has access to the confidential information of persons not party to this Agreement ("Third-Party"), including existing area businesses, potential new businesses, and area development project coordinators. As a result, GSI is often subject to the terms of non-disclosure/non-use agreements in carrying out its work. Accordingly, all such information, whether subject to a non-disclosure agreement or not, shall at all times be proprietary and the confidential information of GSI. Such information shall not be disclosed to any party, including without limitation, JURISDICTION, without the appropriate consent of the Third-Party and at the discretion of GSI.

GSI may, from time to time, receive information from JURISDICTION, which is considered by JURISDICTION to be confidential and exempt from the applicable public disclosure laws. GSI shall not

disclose such information without the prior express written consent of JURISDICTION or upon order of a court of competent jurisdiction.

The PARTIES agree public records as defined in chapter 42.56 RCW are subject to viewing and copying upon request unless exempt from disclosure under the Public Records Act. JURISDICTION's promises of confidentiality cannot override its obligations under the Public Disclosure Act. Accordingly, in the event of receipt of a public records request for a document which was received by the JURISDICTION under this AGREEMENT, the JURISDICTION agrees to provide GSI with a copy of the public records request and its proposed response, taking into consideration the exemptions allowed under the Public Records Act and allow GSI a ten (10) day time frame to seek judicial relief to prevent disclosure.

11. Entire Agreement: This AGREEMENT constitutes the entire and complete agreement between the PARTIES and supersedes any prior oral or written agreements. 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.

12. Jurisdiction and Venue: This AGREEMENT is entered into in Spokane County, Washington and Washington law shall apply. Disputes between JURISDICTION and GSI shall be resolved in the Superior Court of the State of Washington in Spokane County.

13. Cost and Attorney's Fees: The PARTIES hereby expressly agree that in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

14. No Exclusivity: This AGREEMENT is not an exclusive services agreement. GSI may take on other professional assignments while completing the work elements/tasks set forth herein.

15. Payment of Taxes: This AGREEMENT is for the employment of GSI as an independent contractor. GSI holds itself out as an independent contractor. GSI shall be solely responsible for paying any and all taxes associated with its business as related to this AGREEMENT.

16. Anti-kickback: No officer or employee of JURISDICTION, having the power or duty to perform an official act or action related to this AGREEMENT shall have or acquire any interest in this AGREEMENT, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from any person with an interest in this AGREEMENT.

17. Business Registration: GSI shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If GSI does not believe it is required to obtain a business registration, it may contact the JURISDICTION to request an exemption status determination.

18. Severability: If any section, sentence, clause or phrase of this AGREEMENT should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this AGREEMENT. If at any time during the term Agreement, applicable state or federal statutes or regulations are amended, revised, or interpreted in such a manner as to require modification of the terms and conditions of this AGREEMENT, this AGREEMENT shall be deemed to be automatically amended to conform to the requirements of such statutes and regulations.

19. Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which so executed and delivered shall be deemed original, and such counterparts together shall constitute one instrument.

20. No Waiver. The failure of a party to object to or take affirmative action with respect to any conduct of another party which is in violation of the provisions of this AGREEMENT shall not be construed as a waiver of that violation or any future violations of the provisions of this AGREEMENT.

21. Attachments: Attachments attached and incorporated into this AGREEMENT are:

1. Attachment "A",
2. Attachment "B" (if applicable), and
3. Insurance Certificates.

ATTACHMENT A

City of Liberty Lake

Population Calculation:

Via WA OFM (estimated April 1, 2020) 11,500

Fees:

Base Investment \$19,250.00

Economic Development Partnership Services (EDPS)

The PARTIES acknowledge and aspire to eventually reach a goal of utilizing a rate of \$0.50 per resident as a basis for payment under this funding category but recognize the ability to do so must be balanced against other budgetary considerations faced by the City each budget cycle.

For the term of this AGREEMENT, the City of Liberty Lake agrees to utilize the following formula:

11,500 x \$0.50 (or other number per agreement) = \$5,750.00

Special Projects – ADVANTAGE Spokane* \$1,300.00

TOTAL ANNUAL FEE \$26,300.00

Notices: All notices or other communications shall utilize the addresses set forth below for the PARTIES:

GREATER SPOKANE INCORPORATED:

Alisha Benson
Chief Executive Officer
Greater Spokane Incorporated
801 W Riverside, Suite 100
Spokane, WA 99201

E-Mail Address:
abenson@greaterspokane.org

CITY OF LIBERTY LAKE:

Katy Allen
City Administrator
City of Liberty Lake
22710 E Country Vista Dr.
Liberty Lake, WA 99019

E-Mail Address:
kallen@libertylakewa.gov

Invoicing Frequency: (if other than that set forth in the AGREEMENT). Invoicing for “Special Projects – ADVANTAGE Spokane” shall occur upon ratification of the AGREEMENT. The balance shall be invoiced as set forth in the AGREEMENT.

Reporting Frequency: (if other than that set forth in the AGREEMENT). The frequency of reporting and presentations shall be annually towards the end of the calendar year. Informal update meetings shall occur at the request of the JURISDICTION. Additionally, updates shall occur through information provided to the JURISDICTION’S representative to the Associate Development Organization’s (ADO’s) regularly scheduled meetings.

ORDINANCES



AGENDA ITEM NO.: 13
BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Budget Amendment 269B

FOR THE AGENDA OF: March 2, 2021

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:
Ordinance
Exhibits A & B

DEPT. HEAD APPROVAL: RJ Stevenson

EXPENDITURE REQUIRED:	No
BUDGETED:	This is a Budget Amendment for appropriations

SUMMARY STATEMENT

The attached budget amendment is to transfer \$100,000 from the General Fund to the Library Capital Fund for the purpose of establishing annual funding for a future Library or Library improvements.

RECOMMENDED ACTION

1. First Read Ordinance

**ORDINANCE NO. 269B
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

AN ORDINANCE AMENDING ORDINANCE NO. 269 PASSED BY THE CITY COUNCIL ON DECEMBER 15, 2020, ENTITLED “AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, ADOPTING A BUDGET FOR THE PERIOD JANUARY 1, 2021, THROUGH DECEMBER 31, 2021, APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR ESTABLISHED POSITIONS”.

WHEREAS, state law provides for the adoption of a budget by the City Council of the City of Liberty Lake for the purpose of making appropriations of the total estimated revenues for each separate fund and the aggregate totals for all such funds combined;

WHEREAS, subsequent to the adoption of the annual budget, it has become necessary to make changes in certain appropriations;

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance 269 was passed by the City Council;

WHEREAS, the City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance 269;

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

Section 1. The following accounts contained in the 2021 Budget are hereby amended as set forth in Exhibit “A” which transfers \$100,000 from the General Fund into the Library Capital Fund to be used at a future date to expand the existing Library or construct a new library.

Section 2. The detail of the amendments is listed in Exhibit “B”.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effective (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____ 2021.

Mayor, Cris Kaminskas

ATTEST:

Ann Swenson, City Clerk

APPROVED AS TO FORM:

City Attorney, Sean Boutz

City of Liberty Lake
2021 Budget Amendment
Exhibit A

AMENDMENT: Transfer \$100,000 from General Fund to Library Capital Fund for future building expansion or new construction

FUND	Revenue and Other Sources			Expenditures			Ending Fund Balance	
	Original Budget	Adjustment	Proposed	Original Budget	Adjustment	Proposed	Original Budget	Proposed
001 GENERAL FUND	7,752,405	-	7,752,405	8,162,390	100,000	8,262,390	4,254,216	4,154,216
330 LIBRARY CAPITAL	114,457	100,000	214,457	-	-	-	114,457	214,457

Exhibit B

AMENDMENT: Transfer \$100,000 from General Fund to Library Capital Fund for future building expansion or new construction

Proposed Budget Amendments for 2021

Line item detail of Budget Amendment

Line Items affected	Account Title	2021		Description
		ORIGINAL BUDGET	PROPOSED AMENDMENT	
<u>GENERAL FUND</u>				
<u>Expenditures</u>				
597 72 00 02	Transfer to Future Library Capital	\$ -	\$ 100,000	Trf \$100K for future Library Building Needs
508 91 00 00	Ending Cash Balance	\$ 4,254,216	\$ 4,154,216	
<u>LIBRARY CAPITAL FUND</u>				
397 00 00 000	Transfer from General Fund	\$ -	\$ 100,000	Trf from General Fund
508 91 03 30	Ending Cash Balance	\$ 114,457	\$ 214,457	