

Coeur d'Alene

CITY COUNCIL MEETING

April 3, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
March 20, 2012**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 20, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger) Members of Council Present
Woody McEvers)
Deanna Goodlander)
Mike Kennedy)
Steve Adams)
Dan Gookin)

CALL TO ORDER: The meeting was called to order by Mayor Bloem.

INVOCATION: The Invocation was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Edinger.

PRESENTATION: UTILITY BOX BEAUTIFICATION: Steve Anthony and Joe Sharnetsky presented the proposed beautification of utility boxes using vinyl wraps. Proposals will be submitted from local artists with the artwork chosen being digitized onto the vinyl wraps. The six locations include Government Way, Northwest Boulevard, Sherman and Lakeside. The goal is to have this beautification project completed by July 27th. It is hoped that next year the beautification project would have artwork completed by area students.

PUBLIC COMMENTS:

PERSON FIELD: Susan Snedaker, 821 Hastings Avenue asked if the City is negotiating with the School District and if they will be entering into an MOU. She also asked if the residents would be notified.

MCEUEN PARK - EAST PARKING LOT: Patricia Anderson, 724 Young, wanted to clarify that she owns the property at 724 Young and it is not owned by LCDC and therefore should not be included in the proposed parking lot. Councilman Goodlander noted that this property is not included as part of the parking lot. Pete Anderson noted that the proposed plan is not a surprise to him. He explained that his family does not currently live at this home; rather, it is currently a rental but they do plan to pass it along to their children.

CITYLINK: Russell McLain, stated he is homeless now since he sold his home and his new home has not yet closed, thanked the person for the cigarette butt can placed at the bus stop on East Sherman and noted that he does not want any more tax dollars spent on CityLink. City Administrator Wendy Gabriel noted that the East Sherman bus stop location in question will be removed from the bus route the first part of April.

LIBRARY OWNERSHIP AND LCDC FUNDING: Frank Orzell, 310 E. Garden, wanted to clarify that he agrees with everything Mr. Tymesen had said at the last Council meeting in that the Assessors records have been corrected for the ownership of the Library and that Mr. Tymesen had shared an email where the Assessor clarified that his office has corrected the records; however, the website is still incorrect. He also noted that in regard to the funding for McEuen Park, Councilman Goodlander stated that LCDC's funding is a line of credit; however, nowhere does the document say it is a line of credit but rather a loan. Councilman Goodlander suggested that Mr. Orzell take his questions to the Finance Committee of LCDC and noted that LCDC has the ability to draw funds as needed but is not charged for the funds until the funds are taken out thus it becomes a letter of credit. City Administrator Wendy Gabriel noted that the records of the Assessor's Office have been corrected but the website cannot be changed until April.

BOAT LAUNCH: Keith Peila, 3537 Highland Drive, noted that the 3rd Street Parking for the boats will be moved to the east side of McEuen Park and wanted to know if there was going to be an access road around the base of Tubbs Hill to go back and forth from the boat launch. He also questioned how the boat trailers would be moved from the boat launch to the City Hall south parking lot when Front Street is under construction. Councilman Kennedy clarified that his letter to the editor meant that there will be no permanent road closures on 3rd and 4th Streets between Front and Sherman.

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented with removal of Items 3a, 3b, 10 and 12 from the Consent Calendar. Motion carried.

1. Approval of minutes for March 6, 2012.
2. Setting of General Services Committee and the Public Works Committee meetings for March 26, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-009: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING EXTENSION NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR THE COEUR D'ALENE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; APPROVING A LETTER OF AGREEMENT FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 GRANT FUNDS CITYLINK PARTNERSHIP WITH KOOTENAI COUNTY FOR; APPROVING AMENDMENTS TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH J.U.B. ENGINEERS, INC. FOR THE WASTEWATER UTILITY 2012 COLLECTION SYSTEM PROJECTS; APPROVING CHANGE ORDER NO. 1 WITH BUDDY'S BACKHOE SERVICE FOR THE SLOPE REPAIR AND EROSION CONTROL FLOOD CONTROL LEVEE PROJECT; APPROVING CHANGE ORDER NO. 10 WITH CONTRACTORS NORTHWEST, INC. FOR THE WASTEWATER TREATMENT PLAN, PHASE 5; APPROVING A CONSULTANT AGREEMENT WITH FCS GROUP FOR STORMWATER UTILITY RATE STUDY; AND APPROVING AN AGREEMENT WITH J.U.B. ENGINEERS FOR THE WATER COMPREHENSIVE PLAN UPDATE.
4. V-12-1 – Setting of Public Hearing for Vacation of rights-of-way in Taylor's Park Addition for April 17, 2012.

5. Approval of sole source procurement of Wastewater Treatment Plan Tertiary Membrane Filters.
6. Approval of Bills as submitted and on file in the Office of the City Clerk.
7. Setting of Public Hearing for CDBG 2011 Plan Year Consolidated Annual Performance and Evaluation for May 15, 2012.
8. Approval of Cemetery lot repurchase from Rachel Bell.
9. Approval of beer/wine license for Satay at 2501 N. 4th Street
10. ~~SS 1-12 Final Plat approval for Cherry Hill North Subdivision~~
11. Setting of Public Hearing – A-1-12 – Annexation and Zoning for 1000 W. Garden Avenue for April 17, 2012
12. ~~Approval of budgeted vehicles to be purchased by Water Department~~

ROLL CALL: Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

CONSENT RESOLUTION 12-009 Item a

APPROVING EXTENSION NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR THE COEUR D'ALENE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

MOTION: Motion by Kennedy, seconded by Goodlander to approve Item 3a of the Consent Resolution No. 12-009.

DISCUSSION: Councilman Gookin commented that he is objecting to the extension of the contract as he would prefer that the City seek Request for Proposals instead of just extending the current contract. Councilman Goodlander noted that Panhandle Area Council has been assisting the City for grant administration. Councilman Kennedy noted that this is a one-year extension, that the City's plan is to revise the 5-year plan next year, and that this extension would allow the City to continue working with Panhandle Area Council who has been administering the current 5-year plan until the revised plan is completed. Renata McLeod noted that the original contract allowed for 2 one-year extensions. Councilman Adams noted that the reason he voted against this at the General Services Committee was because he felt that it should go out to bid. Councilman Edinger asked if there were other agencies available. Mrs. McLeod noted that there were originally 3 agencies with two agencies submitting proposals. The reason Panhandle Area Council was selected was a substantial difference in price.

ROLL CALL: Gookin, No; Kennedy, Aye; Edinger, Aye; Adams, No; McEvers, Aye; Goodlander, Aye. Motion carried

CONSENT RESOLUTION 12-009 Item b

APPROVING A LETTER OF AGREEMENT FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 GRANT FUNDS - CITYLINK PARTNERSHIP WITH KOOTENAI COUNTY

MOTION: Motion by Goodlander, seconded by Kennedy to approve Item 3b of the Consent Resolution 12-009.

DISCUSSION: Councilman Adams commented on the fuel usage for the month of February the cost was about \$43,000 and the cost for a new firefighter is about \$43,000. He does not believe that it is the government's responsibility to accommodate mass transit and believes that private enterprise should be able to accommodate this service. Councilman Kennedy disagreed with Councilman Adams and believes that it would be beyond short-sightedness to not accommodate those residents who rely on this service for their transportation needs and believes that \$43,000 in a \$77,000,000 budget is well worth the dollars spent for this service. Mr. Tymesen explained that CityLink is a partnership between the City, Kootenai County, Kootenai Medical Center and the Coeur d'Alene Tribe and the grant funds received pays back \$2.60 for every \$1.00 spent and provides ridership for over 575,731 riders last year in our community. He stated that last year the city was awarded \$10.6 million in Federal Funds. Additionally over the last two years, \$13,000,000 in loan funds have been received from DEQ for WWTP expansion but if the city did not use this Federal Funding source and went out for a bond it would have cost the City an additional \$4,000,000. He also noted that the City has not increased their full 3% of the City General Fund Budget over the years due to Federal Grant dollars being received. He noted that with the Government Way project from Dalton to Hanley the cost is over \$4,000,000 and an LID for the 35 property owners along that route would have cost each owner \$114,000 for their share of this improvement project. He also reported that the City's Police Department currently has 4.25 FTE positions funded by Federal Grants. Councilman Adams noted that the Federal Deficit is growing and thus it is against the Idaho State Constitution to take Federal Funds. City Attorney Mike Gridley noted that we are not violating the State Constitution by taking Federal Funds. Councilman Adams responded that he does not agree with the City Attorney. Councilman Gookin believes that by taking Federal Funds it is a means of the Federal Government to control local governments; however, his biggest issue comes down to the other functions that CityLink funds provide including the para-transit service for those residents who cannot drive and therefore he is unwilling to vote against this partnership. Councilman Adams believes that the taxi companies can pick up the ridership from the buses. Councilman Kennedy asked why then haven't taxi companies done this. Councilman Adams suggested that it could be due to a lack of revenue for the companies but thought they could at least have a sliding fee scale.

ROLL CALL: Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, No; McEvers, Aye; Goodlander, Aye. Motion carried

SS-1-12 – FINAL PLAT APPROVAL FOR CHERRY HILL NORTH SUBDIVISION: Motion by Goodlander, seconded by Kennedy to approve the final plat for Cherry Hill North Subdivision.

Councilman Edinger believes that this is so the Legion Ball Field can be moved from McEuen Park to this site and he opposes the removal of the Legion Field from McEuen Park.

ROLL CALL: Gookin, No; Kennedy, Aye; Edinger, No; Adams, No; McEvers, Aye; Goodlander, Aye. Motion carried with the mayor's tie breaking vote in the affirmative.

BUDGETED VEHICLE PURCHASES FOR WATER DEPARTMENT: Water Superintendent Jim Markley reported on the process of vehicle purchases using the State Bid as a resource in receiving quotes from local vendors. Councilman Gookin noted that the original report showed that the vehicle was to be purchased from Mountain Home since that was the lowest quote compared to local quotes; however, Lake City Ford has now come in with a lower quote. Councilman Goodlander commented that she was the one that originally brought this issue up and asked staff to work with local vendors to buy local. Councilman Edinger supports buying locally if at all possible, but wanted to know if Mountain Home was given the opportunity to rebid. Mr. Markley explained that the Mountain Home amount was the successful bid amount provided to the State for the annual bid process which is in excess of \$25,000; however, this bid amount can be used by citizens to negotiate quotes for purchases under \$25,000.

MOTION: Motion by Gookin seconded by Kennedy to approve the budgeted purchase of vehicles for the Water Department. **ROLL CALL:** Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

RECESS: Mayor Bloem called for a recess at 7:40 p.m. The meeting reconvened at 7:47 p.m.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy announced that the Specialized Recreation fundraising dance featuring the Rhythm Dawgs will be held on April 21st at the Eagles. He also announced that the City's Finance Department has placed the City's check register on line via the city's website.

COUNCILMAN GOOKIN: Councilman Gookin expressed his condolences for Ray Zuleski who passed away this month and who was a prominent member of the Republican Party.

COUNCILMAN GOODLANDER: Councilman Goodlander noted that that Parks Department now has the current McEuen Park plan posted on its website.

COUNCILMAN ADAMS: Councilman Adams reported that he attended a Street Department "End of Winter" lunch, did a ride along with Officer Kelly, and toured the Police Department.

COUNCILMAN McEVERS: Councilman McEvers commented that tonight's meeting is not always like what happened tonight. He commented that young Dryden McCalla regularly comes into his restaurant with grandparents. His grandmother told Councilman McEvers that her grandson had been watching the Council meeting in another room, and had run into the room where she was and informed her that he saw Woody with his "Mom" on TV.

APPOINTMENTS – JEWETT HOUSE ADVISORY BOARD AND PED/BIKE

ADVISORY COMMITTEE: Motion by Kennedy, seconded by Goodlander to appoint Kathleen Saylor to the Jewett House Advisory Board. Councilman Gookin asked that the City put forth a little more effort to recruit other residents for the various committees instead of utilizing the same residents for the various committees. Councilman Goodlander commented on Mrs. Saylor's strong interest in the Jewett House. Councilman Edinger believes that Mrs. Saylor would be a great asset to this Board. Motion carried with Gookin voting no.

Motion by Goodlander, seconded by Edinger to appoint Jenni Gaertner to the Pedestrian/Bike Advisory Committee. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that the Government Way project is under way. The first phase includes installing a sewer main in: Government Way between Dalton and Hanley Avenues; Dalton Avenue east of Government Way about one-half block; Hanley Avenue east of Government Way about one-half block. Although two-way traffic will be maintained on Government Way, the driving public may experience delays. At times, drivers will be diverted to a gravel shoulder. Sewer installation on Dalton and Hanley avenues will require one-way traffic with flaggers. Following installation of the sewer main, the roadway will be reconstructed to create a five-lane roadway with sidewalks on both sides. During this time, additional water and storm sewer utilities will be installed. Sewer work is anticipated to be completed by April 30th. Reconstruction of the roadway is scheduled to begin on May 1st with an anticipated completion date in September. For more information, please contact 769-2228. You can also call the Urban Forestry Division of the Parks Department at 769-2266. The City of Coeur d'Alene is happy to announce the availability of free street trees for new neighborhoods. The Recreation Department recently held its final AAU Tournament of the season. For the two tournaments held in February and March we had 33 teams participate. Out of the 33 teams, 25 were from out of town. In all there were about 370 players and coaches, and approximately 700 to 800 spectators. We had teams competing from Montana, Lewiston, Moscow, Eastern Washington, and Western Washington. These tournaments bring out of town visitors to our town during the off season and give our restaurants and hotels some added business. Special thanks to Steve Anthony, Recreation Director, Paula Austin, Tournament Director, and the rest of the Recreation Staff for a job well done! Congratulations to the Fire Department's Employee of the Year - Mandy Jacques for 2010 and Bill Deruyter for 2011. The Natural Open Space Master Plan for the City of Coeur d'Alene Parks is available on-line for review and comment at www.cdavidparks.org. The Natural Open Space Committee invites you to review and comment on the plan. The committee will also be scheduling an open house and question and answer forum. Click on Links-Downloads on the left menu of the Parks Department main page. If you have any questions, call the Parks Department at 769-2252. A new site called "McEuen Park Currents" has been created and it is located at www.cdavidparks.org. Just scroll down the Parks Department home webpage and you will find the "McEuen Park Currents" link. The former McEuen website has been removed. The information on the web site at this time is the power point presentation that was given at the City Council meeting on March 6th. A historical review/recommendation sub-committee is also being created to help capture the changes that have occurred in the McEuen Park over the past 100 plus years so that historical signs can be incorporated into the park plan. Citizens on Patrol Program have responded to 1093 abandoned vehicle calls, issued 1,296 parking citations and volunteered a total of 2,392 hours. We have been notified that the embankment around the Riverstone Pond is sloughing in several locations. The "fix" on this problem is to drain the pond to a level low enough to make the repairs. The city cannot pump the water out of the pond as the swales will not contain that volume of water and water quality rules prohibit pumping the water directly back into the Spokane River. As a result, evaporation and irrigation usage will draw the pond down but will take some time. So, when you see the pond level getting low and the embankment and liner exposed, it is just because the water level is being drawn down for bank and liner repairs. The City is currently accepting applications for beach manager, lifeguards, seasonal grounds maintenance workers, and a firefighter. Specialized Needs Recreation, Camp All-Stars Spring

Break will be March 26-30. Library will be hosting a reception for Dorothea Maley to be held on March 22nd at 7:00 in the Library Community Room.

Councilman Edinger asked if the City could adopt a buy local policy. Administrator Gabriel noted that there was a very old policy that staff could revisit. Councilman Edinger asked if the City would advertise committee/commission/board openings.

RESOLUTION NO. 12-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A REAL ESTATE PURCHASE AND SALE AGREEMENT & AN EASEMENT AND PARKING AGREEMENT WITH THE COEUR D'ALENE AERIE NO. 486 FRATERNAL ORDER OF THE EAGLES, INC., ITS PRINCIPAL PLACE OF BUSINESS AT 209 E SHERMAN AVENUE, COEUR D' ALENE, IDAHO 83814.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-010.

DISCUSSION: Councilman Kennedy noted that this agreement is a result of what the Council has already voted on regarding the purchase this property and this is the formal agreement and believes the shared parking agreement will be beneficial to both parties. Councilman Gookin asked about the maintenance of the parking lot. Mr. Gridley noted that he believes that there would be very little maintenance on this lot as parking lots don't break down as roads do. Councilman Gookin asked about the reference to the Eagles and their successors which mean the Eagles could sell it and rezone to commercial so this could mean that the City would be providing parking to a commercial enterprise. Mr. Gridley responded that a zone change would have to go through Planning and the Council. Councilman Gookin asked if the Eagles sold their property would the new owner be allowed to also sell beer. Mr. Gridley noted that only if it was for a similar use and in other words a bar would not be allowed due to the city's regulations regarding a bar being within 300 feet of a park. Councilman Gookin asked if the 0% interest rate was a result of the Eagles not being able to get their loan. Mr. Gridley noted that this is not a loan but rather money being paid over time through an escrow account.

ROLL CALL: Adams, No; Edinger, No; Goodlander, Aye; Gookin, No; Kennedy, Aye; McEvers, Aye. Motion carried with the Mayor's tie-breaking vote in the affirmative.

ORDINANCE NO. 3436 COUNCIL BILL NO. 12-1011

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 10.40.010 AND 10.40.050 TO PROVIDE THAT TRANSIT BUSES MAY STOP WITHIN BIKE LANES WHILE LOADING AND UNLOADING PASSENGERS AND REMOVING REDUNDANT REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 12-1011.

Councilman Adams reported that the Ped/Bike Committee did review this code amendment and has no objections to the changes.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1011 by its having had one reading by title only.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye. Motion carried.

ORDINANCE NO. 3434
COUNCIL BILL NO. 12-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.56.040, 5.68.100, 5.68.110 AND 5.68.130 TO CORRECT CLERICAL ERRORS CONTAINED IN THE ADOPTED CODE SECTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 12-1009.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

Motion by Goodlander, seconded by Edinger to suspend the rules and to adopt Council Bill No. 12-1009 by its having had one reading by title only.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

ORDINANCE NO. 3435
COUNCIL BILL NO. 12-1010

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING , PORTIONS OF RIGHT-OF-WAY IN THE KOOTENAI ADDITION, RECORDED IN BOOK "C" OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS PORTIONS OF NORA AND MELROSE STREETS, AND, THE ALLEY IN BLOCK 2, ALL NORTH OF EMMA AVENUE, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL

ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 12-1010.

ROLL CALL: McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1010 by its having had one reading by title only.

ROLL CALL: McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

PUBLIC HEARING – ZC-1-12 – ZONE CHANGE AT 2101 ST. MICHELLE DRIVE:

Mayor Bloem read the rules of order for this quasi-judicial public hearing. No conflict of interest was declared by any Council member. Councilman Adams noted that he had a conversation with one of the residents regarding Mr. Brake's concerns regarding emergency vehicles during peak school times. Dave Yadon, Planning Director, gave the staff report.

Mr. Yadon gave the applicant's name as Ron Glauser, the area as 5-acre parcel at 2101 St. Michelle Drive and the reason for the request as a zone change from R-1 to R-8. He noted that the applicant is planning on developing an assisted living facility. He then provided the staff analyses for land uses, neighborhood characteristics, zoning, Comprehensive Plan, utilities, and traffic/streets.

He noted that the Planning Commission recommends the following conditions be placed on this zone change:

- Maximum number of residents is 80.
- Access points to the property must be located to minimize conflicts with Woodland Middle School as approved by the City Engineer
- Preserve as many trees on the site as possible.

Mr. Dobler reported on the traffic analysis for this property noting that St. Michelle Drive can handle 3 times the traffic as currently exists on that roadway. He noted that the school traffic occurs two times a day, each for approximately a ½ hour period of time and the remaining 23 hours in the day are normal residential traffic flow. He noted that other assisted living facilities have between 49-80 emergency calls per year.

Councilman Edinger asked about the number of trees that would need to be removed from the property for the construction of this facility. Mr. Yadon presented the proposed site plan for this property which includes the placement of trees around the facility.

Councilman Kennedy noted that one of the conditions was to save as many trees as possible, and asked if staff would be there to assure that the largest number of trees as possible are saved. Mr. Yadon noted that the applicant would go through a project review where the number of trees would be determined.

Councilman McEvers asked when Coeur d'Alene Place was established. Mr. Yadon noted that it began in 1994. Councilman McEvers asked about the storage facility. Mr. Yadon noted that the approval for the storage facility occurred during the initial Coeur d'Alene Place zoning.

Councilman Kennedy asked how can the City assure that the Prairie Trail would not be compromised. Mr. Yadon responded that the applicant had been in discussion with city staff and construction of this facility would not impact the trail.

There being no further questions for Planning Director Dave Yadon, the Mayor opened public testimony.

PUBLIC COMMENTS: Mindy Weber, 2900 Government Way #78, spoke as applicant, noting that their plan is to develop five houses for an assisted living facility and in order to obtain a Special Use Permit it would require an R-8 zoning. She noted that in regard to the trees, as the owners of the Four Seasons facility, they planted every tree on that site and with this new site the plan is to plant a variety of trees. She also noted that most facilities of this nature are located on less than 3 acres and this property is 5.7 acres. She believes that their proposal is compatible with the neighborhood characteristics and that their ingress/egress will more than likely occur at the southern portion of the site onto St. Michelle. In response to Councilman Kennedy's question, she commented that it took approximately 15 months to construct their first building at the Four Seasons. She also noted that they had conducted an independent study of the traffic flow and their results show that traffic flow on St. Michelle Drive can handle emergency vehicles. Councilman Adams asked about emergency vehicles accessing the trail if necessary. Mr. Dobler responded that it could be possible to access the trail if absolutely necessary. Councilman Adams asked their timeline in accepting residents for their facility. Mrs. Weber explained their marketing efforts. Councilman Adams asked about employees. Mrs. Weber noted that they anticipate approximately 40 employees for this facility. Councilman Edinger noted that it would be 5 units with 16 residents per unit and that shift change would be between 4 and 5 p.m. Mrs. Weber responded that school's peak time is 2:30 to 3:30 p.m. thus their employees would not conflict with the schools peak traffic flow. She also noted that she had spoken with Principal Chris Hammond who commented that he lives in the Cd'A Place area and believes that this is a compatible site for this facility and for the students. Councilman McEvers asked about their facility at 4th and Dalton next to the high school and if they had to go through the same process with that facility. Mrs. Weber reported that they did go through the similar process and that that facility is actually placed between Canfield Middle School and the Coeur d'Alene High School. Councilman McEvers asked about old folks wandering off. Mrs. Weber responded that is it possible but they would have a secure facility with an access code system and that care givers are available 24/7 and the five units are connected by a privacy fence so the inner courtyard would prevent residents from wandering off. Councilman Kennedy asked if this was an Alzheimer's facility. Mrs. Weber responded that this would not be that level of care and if a resident reaches that level of care, they would have to transfer them to another facility authorized by the State to care for that type of resident.

Andrew Brake, 2536 W. Versailles, spoke in opposition to the requested zone change noting that there had been two accidents at that location since January 10th. He noted that the Coeur d'Alene Place residents want to keep this zoning at R-1. He believes that traffic would prevent emergency access during the peak traffic hours. He also believes that the current traffic would prohibit this

facility from being constructed at this site. He believes that everyone in Coeur d'Alene Place opposes this zone change although many would prefer an assisted living facility vs. HUD workforce housing. He noted that if the facility could have its own access directly onto Kathleen that would be more acceptable. He believes that this property should be used by the School to create a bus turn-around. He also noted that the residents would like to turn this property into a park. Councilman Adams asked about no parking on one side of the street. Mr. Brake responded that would be a great help and noted that the school could also reconfigure their entrance for buses to help with the traffic flow. Councilman Edinger asked about an access off of Kathleen requiring the road to cross the Centennial Trail. Mr. Brake responded that this is correct but that type of access would alleviate the traffic issues on St. Michelle.

Dean McConnachie, 732 S. Canal Street, spoke in support of the requested zone change and although traffic may be slower during peak traffic time he believes that the emergency vehicles could access this facility. He also noted that none of residents of this proposed facility would have cars and that this facility is essentially a peaceful, residential facility and believes that it is a reasonable type of use for this site. Councilman Gookin asked Mr. McConnachie what his profession was. Mr. McConnachie responded that he is a real estate agent.

Mrs. Weber again noted that in order to receive their Special Use Permit, they need the R-8 zoning and that this proposed facility would work well within this neighborhood. In response to Mr. Brake's comments that no one wants this and everyone is against this, she noted that several residents in the neighborhood that came forward during the Planning Commission meeting were in support of this project. She noted that the residents of this type of facility do not drive and visitors come during off peak traffic times. She noted that they will have on-site fire hydrants. Also traffic does flow well and noted that State requirements limit the number of residents per home to 16. She also believes that the R-1 zoning was created a long time ago, and that today there are very few R-1 zoning sites within the city and that their requested R-8 zoning is what is currently in existence in this neighborhood. In regard to making this lot a bus turn-around, the buses load on the other side of Woodland Middle School and there is ample parking at the school for those parents who choose to park along St Michelle. In regard to no parking on one side of the street, she noted that she has always observed adequate traffic flow and parents don't tend to park on the west side of the street as they don't like their children crossing the street.

MOTION: Motion by Goodlander, seconded by McEvers to approve the requested zone change at 2101 St. Michelle Drive and to direct staff to prepare the Findings and Order.

DISCUSSION: Councilman Goodlander frequently passes the Four Seasons on 4th Street and views that location as immaculate and well done. She likes the plan for this site including retaining the trees and does not see a traffic problem and does not believe that access onto Kathleen would be feasible for crossing the Centennial Trail. She also likes the idea of having the students at Woodland Middle school participating in their programs and with the residents.

Councilman Gookin asked about accident reports for this area. Mr. Dobler noted that there are reports but they are not available tonight. Councilman Gookin referred to the access from the Centennial Trail for emergency vehicles. Mr. Dobler responded that would almost be impossible as with the access directly onto Kathleen.

Councilman Edinger asked about parking on both sides of the street. Mr. Dobler responded that he has not observed any need to remove any parking on the street.

Councilman McEvers asked about reconfiguring the ingress/egress at Kathleen and St. Michelle. Mr. Dobler responded that there is no reason to reconfigure since modifications have already been made to help traffic flow.

Councilman Kennedy noted that actually parents are in their cars waiting for their children, so if an emergency vehicle did approach the drivers could easily move their vehicles out of the way.

Councilman Adams thanked Mr. Brake for testifying tonight. He noted he believes in property rights and job creation and thus will support this zone change. Councilman Kennedy spoke in support of this zone change. He also noted that several people who came to the Planning Commission meeting first opposing the zone change but changed their minds following testimony.

ROLL CALL: Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

RECESS: Mayor Bloem called at 9:55 p.m. for a short break so the tapes can be changed for recording this meeting. The meeting reconvened at 10:00 p.m.

PUBLIC HEARING – ZC-1-12 – ZONE CHANGE AT 802 E. YOUNG: Mayor Bloem read the rules of order for this quasi-judicial public hearing. No conflict of interest was declared by any Council member. Councilman Dan Gookin disclosed that he visited the site and knows the owner of this property. Councilman Adams noted that he grew up 1 ½ blocks from this home. Sean Holm, City Planner, gave the staff report.

Mr. Holm gave the applicants' name as Stu and Callie Cabe residing at 501 S. 17th Street, the location as a 0.152-acre parcel at 802 E. Young Avenue, and the reason for the request as a zone change from R-12 to R-12 DO-E. He explained the formulas used in determining the building size allowed in the Overlay District. He then provided the staff analyses for land use, neighborhood characteristics, Comprehensive Plan, utilities, and traffic/streets. He noted that the reason for the applicants' request is in order to add decks onto the house.

Councilman Gookin asked about the shoestring connection to the LCDC property on Young and asked if any of the other overlay districts contain a shoestring connection. Mr. Holm responded that this is the only overlay district with a shoestring. Councilman Gookin questioned why the subject project does not have the required setback requirements. Mr. Holm responded that this house was constructed in the late 1800s, early 1900s prior the city's setback requirements.

Councilman McEvers asked about the conversion from a 4-plex to a duplex. Mr. Holm responded that this is a non-conforming use in that if the house was razed it would only allow a single-family dwelling unit; however, since they demolished internally to become a duplex, since it is a reduction in current use that would be allowed. Mr. Holm noted that this request is to allow the construction of a deck that would not be allowed under the current zoning setback requirements and thus they are applying for inclusion into the Overlay District. Councilman Kennedy asked

what would be the worst case scenario if this overlay was allowed for this property. Mr. Holm responded that they would be able to have a maximum 6,600 sq. foot dwelling unit.

PUBLIC COMMENTS: Stu Cabe, 501 S. 7th Street, spoke as applicant noting that their desire is to preserve the building. He understands that the neighbors concern is an increase in the number of dwelling units on this property; however, his intent is to preserve 85% of the structure and change it from a four-plex into a duplex. Councilman McEvers asked if there are any areas of compromise in his design without obtaining the DO-E zoning. Mr. Cabe responded that without the DO-E zoning he could not even rebuild what previously existed. He was also hoping to enhance the property by building a deck over the old carriage house site. Todd Walker, 10444 Lakeview Dr. Hayden Lake, architect, commented that they have been working with the City in order to complete the plans to preserve this building. He noted that the concern of the neighbors, who reside within the DO-E and located across the street from this lot, is the construction of a multi-family unit on their property; however, the Cabes' just want to restore this building. Comments he has heard from the area neighbors is positive in light of converting this building from the current 4-plex to a duplex. Councilman Adams asked about the landscaping. Mr. Walker described the landscaping for the property. Eric Fauskin, 516 S. 16th Street, spoke in support of the requested zone change to a DO-E in that it would help correct some of the building issues the applicants' face. He believes that the proposal meets the objectives for neighborhood characteristics by preserving and enhancing the neighborhood with the proposed improvements. He sees this as an opportunity to rebuild what was there.

Peter Anderson, S. 2820 Manito Blvd., Spokane, WA and owner of the property at 714 Young, asked that if the Council extends the DO-E boundaries to the subject property he would like the City to remove the DO-E from his block so LCDC cannot turn his block into a parking lot. He objects to extending the DO-E to this property but would rather see if there is a variance that could be permitted to allow the applicant to do what they want to do without extending the DO-E.

Glenn Balsley, 810 Pine Ave., spoke in opposition to the DO-E boundary extension to this property.

Dean McConnachie, 732 S. Canal Street, noted that Mr. Cabe is not requesting an increase in the zoning density but is simply requesting that the DO-E boundary be extended to his property. He noted that the maximum height that would be allowed with the DO-E would be 3 feet taller than the existing house. Therefore, he is in favor of this request.

Mayor Bloem asked if a hearing of this type could be tabled in order to change the variance ordinance as a way to better serve this property. Mr. Gridley responded that variances are governed by State land use law. Mr. Gridley noted that they could continue the hearing to a time certain; however, the City has in place codes that help people in these situations.

Mr. Cabe, in response to a delay, commented that it would severely handicap and financially impact him as a homeowner. He noted that they have already been held up 90 days to get to this evening's hearing. He is asking to work within the parameters currently available to him.

MOTION: Motion by Kennedy, seconded by Edinger to approve the requested zone change and to direct staff to prepare the Findings and Order.

DISCUSSION: Councilman Kennedy believes that Council should honor this request and move forward. Councilman McEvers believes that the Council should be allowed to approve variances whenever they want but he has a concern about extending a boundary line just to accommodate an individual property owner. Councilman Kennedy supports the overlay district guidelines. Councilman Edinger concurs with Councilman Kennedy's comments and would also like to see the City help Mr. Anderson's concerns as well.

ROLL CALL: Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

ADJOURNMENT: Motion by Kennedy, seconded by Edinger that, there being no further business before the Council, this meeting is adjourned. Motion carried.

The meeting adjourned 11:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 12-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING WITH ARRERST, SBISS, AND CVISS FOR SHARING LAW ENFORCEMENT INFORMATION; ADOPTING A POLICY REGARDING CITY EMPLOYEES NOT TO SERVE ON CITY COMMITTEES; AWARD OF BID AND APPROVING A CONTRACT WITH KNIFE RIVER CORPORATION - NORTHWEST FOR THE 2012 STREET OVERLAY PROJECT; AND AWARD OF BID AND APPROVING A CONTRACT WITH BIG SKY DEVELOPMENT FOR THE WASTEWATER UTILITY 2012 MULLAN ROAD STORM DRAIN PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Approving an Intergovernmental Memorandum of Understanding with ARRERST, SBISS, and CVISS for Sharing Law Enforcement Information;
- 2) Adopting a POLICY regarding City Employees not to serve on City Committees;
- 3) Award of BID and approving a Contract with Knife River Corporation - Northwest for the 2012 Street Overlay Project;
- 4) Award of BID and approving a Contract with Big Sky Development for the Wastewater Utility 2012 Mullan Road Storm Drain Project;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 3rd day of April, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: February 13th, 2012

FROM: Lieutenant Bill McLeod

SUBJECT: Intergovernmental Agreement for Automated Records Retrieval & Electronic Sharing Technology Consortium (*ARREST*)

Decision Point

Should the City Council approve the agreements to permit the Coeur d'Alene Police Department to participate in a multi-agency information sharing program with the Central Valley Information Sharing System (*CVISS*) and the South Bay Information Sharing System (*SBISS*)?

History

The Coeur d'Alene Police Department has been participating in a multi-agency/multi-state information sharing program called *ARREST (Automated Records Retrieval and Electronic Sharing Technology)*. As a participating agency we have agreed to share specific information from our records management system with other participating law enforcement agencies. This information is extracted to a software program named *COPLINK*. All participating agencies in *ARREST* have signed similar agreements as to the two attached to this document. Members of *ARREST* have access to *COPLINK*, therefore allowing them access to the shared information. As per the attached agreements, *CVISS* and *SBISS* are two other similar information sharing programs. Each separate site is considered a "Node". Our *ARREST* Consortium is currently sharing information with five (5) other Nodes. The purpose of this agreement is to allow information sharing to take place between each Node, which will be managed by a Node Administrator.

Financial Impact

There will be no additional costs for adding the *CVISS* and *SBISS COPLINK* information to the Coeur d'Alene Police Department's data base.

Decision Point/Recommendation

Staff recommends the City Council adopt a resolution authorizing the Coeur d'Alene Police Department to enter into agreements with the Central Valley Information Sharing System (*CVISS*) and the South Bay Information Sharing System (*SBISS*) for the purpose of sharing law enforcement information amongst all participating agencies.

Memorandum of Understanding

BETWEEN

Automated Records Retrieval and Electronic Sharing Technology Consortium (ARREST):

City of Spokane, WA Spokane Police Department
City of Airway Heights WA Police Department
City of Cheney WA Police Department
City of Coeur d'Alene ID Police Department
Kootenai County ID Sheriff Department
City of Liberty Lake WA Police Department
Bonner County ID Sheriff Office
Spokane County WA Sheriff Office

AND

The South Bay Information Sharing System (SBISS)

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

a. Background: **The South Bay Information Sharing System (SBISS)**
The South Bay Information Sharing System ("SBISS") was established in March of 2010. SBISS was created to develop and implement a regional justice information-sharing system that would allow law enforcement agencies throughout Santa Clara, Santa Cruz, Monterey and San Benito Counties to share information in their case and records management systems ("Information"). Parties to the SBISS are collectively known as "SBISS Member Agencies" or individually as a "SBISS Member Agency."

The **Automated Records Retrieval and Electronic Sharing Technology Consortium ("ARREST")** is a consortium of Inland Northwest Law Enforcement agencies organized to share law enforcement information using a COPLINK Solution Suite ("COPLINK ARREST"). ARREST participants have entered into a Memorandum of Understanding (MOU), a copy of which is attached as EXHIBIT A hereto and incorporated herein. ARREST members are empowered to maintain law enforcement agencies and participate in information-sharing agreements. ARREST members are Law Enforcement Agencies of the State of Washington or Law Enforcement Agencies of the State of Idaho, and this Agreement has been approved by the respective City Council, County Board of Supervisors or other Governing Body of each ARREST member.

The SBISS seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy

investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK SBISS") currently maintained by I2/Knowledge Computing Corporation ("I2/KCC" or "Contractor"), an Arizona Corporation.

ARREST also seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK ARREST"), a computerized system that was installed by, and is currently maintained by, I2/Knowledge Computing Corporation ("I2/KCC" or "Contractor"), an Arizona Corporation.

SBISS and ARREST, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, now seek to share the Information in COPLINK SBISS and COPLINK ARREST. The specific technological means for securely connecting both COPLINK Nodes will be approved by both Node Administrators.

The purpose of this Agreement ("Agreement") is to outline conditions under which the Agency Parties (to include those other approved Agencies that may join the COPLINK ARREST), will share and use Information, and to detail various indemnifications among the Agency Parties and I2/KCC (individually "Party, collectively "Parties").

II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency Party authorizes the release of Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want certain Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency Party that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.
- b. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in COPLINK.
- c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court

costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.

- d. Indemnification: Each Agency Party mutually agrees to indemnify, hold harmless, and defend the other Agency Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to the performance of services pursuant to the agreement. The indemnity obligation will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the agreement and that is sustained by any third party, agent or contractor of an Agency Party. Each Agency Party executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement.

I2/KCC shall defend, indemnify and hold harmless the Agency Parties and their Indemnified Parties from and against any and all Claims of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by I2/KCC or its subcontractors of any tier in the performance of installing or maintaining COPLINK.

Notwithstanding the foregoing, nothing herein shall be construed to require I2/KCC or the Agency Parties to indemnify any other party from any Claim arising from the sole negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

III. INFORMATION OWNERSHIP

- a. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or

database, according to its own policies. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.

- b. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Agency Parties will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.

- c. Limitation of Liability : Notwithstanding anything in this Agreement to the contrary, a Source Agency shall not be liable to a requesting Agency for information from the Source Agency that may be inaccurate or out-of-date; provided, however, that should the Source Agency's information be inaccurate or out-of-date due to the gross negligence or willful misconduct of the Source Agency, then the provisions of Section II d., paragraph one, shall apply to any losses or Claims arising out of said inaccurate or out-of-date information.

V. USER ACCESS

- a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.
- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Users Informed Regarding Agreement: The Agency System Administrator must insure that all Authorized Users are informed of the terms and conditions of this Agreement when they are issued a login ID for the system, and that any violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution.
- d. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.
- e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.
- f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date

and user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

- a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. Otherwise, the information shall be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- c. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits.

VII. SYSTEM ACCESS

- a. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.
- b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. AGREEMENT TERMS

- a. Term: This Agreement will commence on the date that it is executed by all Agency Parties and I2/KCC. It will terminate only as allowed by Section IX.

- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties and I2/KCC. The Agreement will also be considered Amended when ratified by the Governing Authority (City Council, Board of Supervisors, etc.), of any Agency which is approved by and joins the SBISS or ARREST Node.
- c. Automated Records Retrieval and Electronic Sharing Technology Consortium: ARREST shall require any entity that has access to SBISS by virtue of this Agreement to agree to be bound by the obligations, terms and conditions of this Agreement to the same extent as ARREST is bound to the obligations, terms and conditions set forth in this Agreement.
- d. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- e. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency.
- f. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws.
- g. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- h. Precedence of Documents. To the extent that the terms of this Intergovernmental Agreement among the members of the SBISS and ARREST COPLINK Nodes conflict with the terms of any other Agreement, the terms of this Agreement shall govern the rights and obligations of the parties hereto.

IX. TERMINATION

Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days

written notice prior to the effective date of such termination, which date shall be specified in such notice. KCC shall not terminate this Agreement.

X. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by the Governing Authority of its Party to execute this Agreement and legally bind its Party to the terms herein.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

ARREST Consortium Governance Board Chair

By: _____ Date: _____
Jeff Tower
ARREST Governance Board Chair
Spokane County Sheriff Department, WA, Undersheriff

SOUTH BAY INFORMATION SHARING SYSTEM (SBISS)

By: _____
DENISE TURNER
Chair

Date: _____

Attachment A
ARREST

(Automated Records Retrieval and Electronic Sharing Technology) consortium

MEMORANDUM OF UNDERSTANDING
BETWEEN

Airway Heights Police Department
Cheney Police Department
Coeur d' Alene Police Department
Kootenai County Sheriff Office
Liberty Lake Police Department
Spokane County Sheriff Office
Medical Lake Police Department
Spokane Police Department

To Form Consortium For Sharing Law Enforcement Information

This Memorandum of Understanding for Sharing Law Enforcement Information, (hereinafter called "MOU"), is made and entered into this ____ day of _____, 2007 (the "Effective Date"), by and between the following law enforcement agencies: Cheney Police Department; Medical Lake Police Department; Airway Heights Police Department; Spokane County Sheriff Office; Spokane Police Department; Liberty Lake Police Department; Post Falls Police Department; Coeur d' Alene Police Department; Kootenai County Sheriff Office.

The law enforcement agencies above are interchangeably referred to in this MOU as "AGENCIES" or as "ARREST Consortium" and individually as "AGENCY."

RECITALS

WHEREAS, the above listed AGENCIES desire to share law enforcement information held by each AGENCY under the conditions set forth in this MOU in order to improve their responses to community crime and enhance overall investigative capacity; and

WHEREAS, the AGENCIES desire to facilitate the sharing of law enforcement information using a commercially available system through which each AGENCY will allow access to their law enforcement information and be allowed access to the other AGENCIES' law enforcement information; and

WHEREAS, the Chiefs and Sheriffs of the above listed AGENCIES endorse, agree and support a proposed project to share law enforcement information among the AGENCIES; and

WHEREAS, the Spokane Police Department has agreed to provide funding for the initial connection to the central node for each of the participating AGENCIES, and all first year maintenance costs to Knowledge Computing;

THEREFORE, the AGENCIES hereby agree to the following:

AGREEMENT

IT IS HEREBY AGREED, by and between the AGENCIES as follows:

Page 10
Memorandum of Understanding
SBISS & ARREST

0.0 Definitions:

- 0.1 **ARREST: Automated Records Retrieval and Electronic Sharing Technology** consortium (Consortium name). A consortium of Law Enforcement Agencies as listed above who desire to share law enforcement information among themselves and with any new entities that seek to join the consortium.
- 0.2 **COPLINK:** Shall refer to and mean the CONNECT, DETECT, VISUALIZER, AND AGENT application modules and any other application modules licensed to the Spokane Police Department by Knowledge Computing Corporation as part of the COPLINK system.
- 0.3 **COPLINK Node:** shall refer to a complete COPLINK system that will be housed at the Spokane Police Department, that receives law enforcement information from all of the AGENCIES and makes it available to authorized users.
- 0.4 **Knowledge Computing Corporation:** An Arizona corporation with its principal place of business at 6601 East Grant Road, Suite 201, Tucson, Arizona 85715, and the owner and developer of COPLINK.
- 0.5 **Data Repository:** Shall refer to the web servers, database servers, and backend databases maintained by the Spokane Police Department to facilitate the sharing of law enforcement information between the AGENCIES and other law enforcement agencies that may enter into subsequent agreements with the AGENCIES.
- 0.6 **Associate Members:** Associate members shall be defined as non voting agencies that share a common records management system with one or more of the member agencies, contribute data to said system, but do not hold or support that data. Associate members shall participate only upon approval of governance board, and will be listed in a separate document as an addendum to this MOU. Because associate members contribute data to the records management system, and from time to time may need the services of the COPLINK system, they will be allowed to go to one of the members which they share a records management system for permission to use the COPLINK system. The member agency, which sponsors the associate agency, will be responsible for paying the associate agency's annual maintenance fees.
- 0.7 **Full Voting Members:** Full voting members are those AGENCIES that sponsor, maintain and are financially responsible for cost of maintaining records management system to be integrated into COPLINK system. The heads of those agencies make up the governing board (see 4.1).
- 0.8 **Peace Officer:** Peace officer means a general authority commissioned law enforcement officer as defined by RCW 10.93 and commissioned peace officer as defined in Idaho Code.
- 0.9 **Field Contact Data:** Non-verified or anonymous information or reports of criminal activity or association.

1.0 Effective Date and Term of MOU, Additional Members

- 1.1 **Effective Date:** The effective date of the MOU shall be the date first written above. As among the original AGENCIES, this MOU shall become effective when the duly authorized representatives of each AGENCY have all signed it. For AGENCIES who

subsequently join, this MOU shall become effective for those agencies when they have agreed to the terms of this MOU, completed and signed onto this MOU by the joining party's duly authorized representative and countersigned by the representatives of the consortium authorized to do so under ARREST Governance procedures.

- 1.2 **Term:** The term of this MOU shall commence upon the Effective Date, and shall continue until any AGENCY provides (30) days prior written notice to the other AGENCIES of its intent to terminate the other AGENCIES' access to its records (law enforcement information). This agreement shall remain in effect for the remaining AGENCIES.
- 1.3 **Modifications:** This MOU may be modified upon the mutual written consent of the duly authorized representatives of all AGENCIES. However, the AGENCIES may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the spirit, intent, or provisions of this MOU.
- 1.4 **Additional ARREST Member Agencies:** From time to time, additional AGENCIES may wish to join the ARREST consortium in order to share their data and enjoy the benefits of the ARREST system. Prior to being included in the ARREST system, new Agencies must agree to the terms of this MOU and any subsequent rules or agreements promulgated by the Consortium.

2.0 Agreement to form Consortium

- 2.1 **Purpose:** The AGENCIES hereby agree to form a consortium for the purpose of sharing law enforcement information among themselves, and with such other entities as may be designated from time to time by a majority vote of the AGENCIES.
- 2.2 **Name:** The Consortium shall be known as the *Automated Records Retrieval and Electronic Sharing Technology consortium (ARREST)*.
- 2.3 **Fiscal Agent:** The AGENCIES agree that the Spokane Police Department shall be the fiscal agent for the Consortium.

3.0 Contributions

- 3.1 **Financial Support:** Each of the AGENCIES will contribute a share of any required financial support (maintenance costs) to continue the operation of ARREST. The individual AGENCY share shall be determined using a flat fee per full-time commissioned peace officer personnel authorized to each AGENCY. As an example, if Agency "A" is authorized 20 commissioned peace officers then the contribution from Agency "A" will be 20 times \$\$. \$\$ (fee determined by governance board). Maintenance costs are to be defined as fees incurred to purchase ongoing maintenance and support services from Knowledge Computing for COPLINK and Data Repository, and fees to sustain COPLINK Node, as agreed upon by the ARREST Consortium Board.
- 3.2 **Department Staff:** Each AGENCY shall appoint one member who will act as the ARREST Consortium liaison.

4.0 Governance

- 4.1 **Authority:** ARREST is established by this Memorandum of Understanding (MOU), signed by participating agencies in accordance with federal, state, and local laws governing law enforcement information and information systems.
- 4.2 **Representation/Decision Making:**
The head of each agency, or their designee, shall represent that agency as the voting member of the ARREST Consortium. The ARREST consortium shall have authority to resolve disputes arising under this MOU.
- 4.3 **The ARREST Consortium shall elect, by a majority vote, a chair and a vice chair,** each for a period of twelve months.
- 4.4 **Duties:** The ARREST Consortium shall approve the creation, change and rescission of security directives and other applicable policies, as needed to ensure the system protects the confidentiality of information in compliance with state and federal laws and the provisions to the MOU. (See separate Security Directives Policy).

5.0 Data Access and Security Requirements

- 5.1 **Data Access:** Access to AGENCIES' law enforcement information will be provided over a network segment maintained by the individual AGENCY. AGENCIES further agree to make the law enforcement information residing in the COPLINK node hosted by the Spokane Police Department available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. AGENCIES agree to inform each other in advance, whenever possible, of scheduled system downtimes.
- 5.2 **Data Sharing:** COPLINK data contributed by each AGENCY will be shared with all AGENCIES that have entered into this Agreement. The AGENCIES agree not to facilitate information sharing between law enforcement entities via ARREST that have not entered into agreements allowing such sharing.
- 5.3 **Security Requirements:** AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Security Directives Policy. The Security Directives Policy will be agreed upon by all consortium members before full implementation begins .

AGENCIES further agree that the law enforcement information hosted in the COPLINK node shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

6.0 Information Ownership, Constraints on Release and Accuracy:

- 6.1 **Ownership and Release Constraints:** AGENCIES shall maintain ownership of all of their information at all times. Any requests for access to information hosted in COPLINK Data Repository that is not authorized under current agreements between the requestor and the owner(s) of the information will be referred to the owner(s) of the information being requested. Information shall not be made available to any unauthorized requestor without the approval of its owner or owners. AGENCIES agree that the restriction established by this provision shall not apply when responding to orders of the Court.
- 6.2 **Information Accuracy:** AGENCIES agree that the law enforcement data maintained in the COPLINK data repository consist of information that may or may not be accurate. To the extent permitted by law, each AGENCY agrees to indemnify and hold harmless other AGENCIES, its appointed or elected officials, employees, officers, agents, and/or representatives, from claims, actions, injuries, damages, losses, or costs, including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this MOU and for acts or omissions in the collection, sharing, and access/dissemination of ARREST information. AGENCIES agree to hold harmless other AGENCIES from any damages, fees, or injury that may arise due to the inaccuracy of any information they have submitted.

7.0 Benefits to Consortium Members:

- 7.1 **Data Links:** ARREST will provide solutions to the problem of inaccessible or irretrievable information as a result of disparate law enforcement information systems

Page 14
Memorandum of Understanding
SBISS & ARREST

that lack a common language or platform and the difficulty in sharing information across jurisdictional boundaries.

- 7.2 **Analysis:** ARREST will provide sophisticated analytical tools to enable investigators to discover links and relationships in the consolidated data that may allow them to solve previously “unsolvable” incidents and prevent serial criminal activity.
- 7.3 **Ease of Use:** ARREST will enable law enforcement personnel to use a graphical user interface that is intuitive and requires limited training even for individuals that are not computer literate.

Addendum to MOU

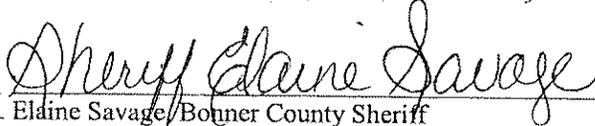
New Membership Agreement

Automated Records Retrieval and Electronic Sharing Technology consortium

Subject: The addition of the Bonner County, Idaho Sheriff Office to the Automated Records Retrieval and Electronic Sharing Technology (ARREST) consortium

Certification

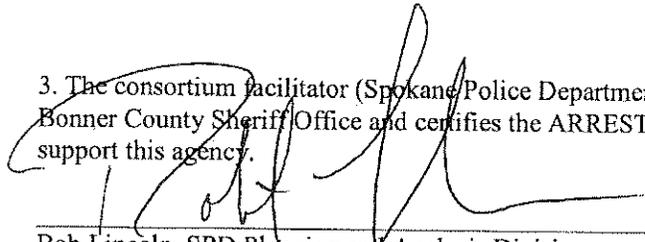
1. The Bonner County Sheriff Office desires to join the ARREST consortium and hereby agrees to the terms of the MOU and the Security Directives.

X  10-30-06
Elaine Savage, Bonner County Sheriff Date

2. By at least two-thirds (2/3) vote of ARREST Governance Board representatives, the current membership approved the addition of the Bonner County Sheriff Office.


Jeff Sale, ARREST Chairman Date

3. The consortium facilitator (Spokane Police Department) agrees to the addition of the Bonner County Sheriff Office and certifies the ARREST Node has the capacity to support this agency.


Bob Lincoln, SPD Planning and Analysis Division Date

Page 16
Memorandum of Understanding
SBISS & ARREST

CITY of SPOKANE

Spokane City Chief of Police approval

_____ Date _____
Spokane Chief of Police Approval

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF SPOKANE, municipal corporation

By _____ Date _____
City Administrator

FOR THE CITY OF AIRWAY HEIGHTS, WA:
Airway Heights Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF AIRWAY HEIGHTS, municipal corporation

By _____ Date _____
City Administrator

FOR THE CITY OF CHENEY, WA:
Cheney Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF CHENEY, municipal corporation

By _____ Date _____
Mayor or City Administrator

FOR THE CITY OF COEUR D'ALENE, ID:

Coeur d'Alene Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF COEUR D'ALENE, ID municipal corporation

By _____ Date _____
City Administrator

By _____ Date _____
Mayor

ATTEST:

_____ Date _____
City Clerk

FOR KOOTENAI COUNTY, ID

Kootenai County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: KOOTENAI COUNTY, ID

By _____ Date _____

County Administrator or Chairman

FOR THE CITY OF LIBERTY LAKE, WA:

Liberty Lake Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF LIBERTY LAKE, WA, municipal corporation

By _____ Date _____
Mayor or City Administrator

Page 22
Memorandum of Understanding
SBISS & ARREST

FOR SPOKANE COUNTY WA:

Spokane County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: SPOKANE COUNTY WA

By _____ Date _____

County Administrator

Page 23
Memorandum of Understanding
SBISS & ARREST

FOR BONNER COUNTY, ID:

Bonner County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: BONNER COUNTY, ID

By _____ Date _____

County Administrator

INTERGOVERNMENTAL AGREEMENT

BETWEEN

The Central Valley Information Sharing System - Central Region Node and other such Nodes as established and incorporated into this Agreement through an appropriate amendment by the Parties involved:

AND

Automated Records Retrieval and Electronic Sharing Technology Consortium (ARREST):

City of Spokane, WA Spokane Police Department
City of Airway Heights WA Police Department
City of Cheney WA Police Department
City of Coeur d' Alene ID Police Department
Kootenai County ID Sheriff Department
City of Liberty Lake WA Police Department
Bonner County ID Sheriff Office
Spokane County WA Sheriff Office

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

- a. Background: The Automated Records Retrieval and Electronic Sharing Technology Consortium ("ARREST") is a consortium of Inland Northwest Law Enforcement agencies organized to share law enforcement information using a COPLINK Solution Suite ("COPLINK ARREST") that was installed by, and is currently maintained by I2/KCC. ARREST participants have entered into a Memorandum of Understanding (MOU), a copy of which is attached as Attachment D hereto and incorporated herein. ARREST members are empowered to maintain law enforcement agencies and participate in information-sharing agreements. ARREST members are Law Enforcement Agencies of the State of Washington or Law Enforcement Agencies of the State of Idaho, and this Agreement has been approved by the respective City Council, County Board of Supervisors or other Governing Body of each ARREST member.

The Central California Intelligence Center (CCIC) among other responsibilities, is the Governing Body established to administer the task of implementing an information-sharing system (COPLINK) throughout the thirty-four county region of the Eastern District of the United States Attorney's Office. The governance represents a cross-section of the affected agencies and is served by an Executive Director for the **Sacramento Regional Terrorism and Threat Assessment Center**. The Executive Director has been given signature authority to bind the Central Valley Information Sharing System Member Agencies (as established in their Memorandum of

Understanding - MOU), for the purpose of entering into information-sharing agreements with other agencies and regions.

The Central Valley Information Sharing System (CVISS) is a consortium of Law Enforcement agencies within the thirty-four county region of the CCIC which have organized to share law enforcement information using a COPLINK Solution Suite (“COPLINK CVISS”) that was installed by, and is currently maintained by I2/KCC. CVISS participants have organized into regional nodes to maximize regional relationships. The CCIC is currently in the process of establishing the CVISS Steering Committee to provide overall coordination and direction on initiatives related to law enforcement information sharing and intelligence gathering in the thirty-four county region. The CVISS Steering Committee’s central focus will be to provide executive leadership for the coordination of regional law enforcement information sharing initiatives. The CCIC governance board is in the process of adopting the CVISS Charter, a copy of which is attached as Attachment A hereto and incorporated herein.

The Central Valley Information Sharing System- Central Region Node (“CVISS-Central Region Node”) is a consortium of Law Enforcement agencies specifically in the Sacramento and surrounding Region organized to share law enforcement information using the COPLINK Solution Suite. Participating Agencies have entered into a Memorandum of Understanding (MOU), a copy of which is attached as Attachment B hereto and incorporated herein.

CVISS-Central Region Node members (see attachment “C”), are empowered to maintain law enforcement agencies and participate in information-sharing agreements. CVISS members are Law Enforcement Agencies of the State of California, and their Agreement has been approved by the respective City Council, County Board of Supervisors or other Governing Body of each CVISS member.

ARREST and the CVISS-Central Region Node members, hereinafter the “Agency Parties,” realizing the mutual benefits to be gained by sharing Information, now seek to share the Information in COPLINK ARREST and COPLINK CVISS. The specific technological means for securely connecting both COPLINK Nodes will be approved by both Node Administrators.

The purpose of this agreement (“Agreement) and any amendments to it adding other CVISS Regional Nodes is to outline conditions under which the Agency Parties will share and use Information, and to detail various indemnifications among the Agency Parties and I2/KCC (individually “Party, collectively “Parties”).

II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency Party authorizes the release of Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want certain Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency Party that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.
- b. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password (“Authorized Users”) will be allowed to access or use information in COPLINK.
- c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs), (“Claims”) of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.
- d. Indemnification: Each Agency Party mutually agrees to indemnify, hold harmless, and defend the other Agency Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents and employees (collectively, the “Indemnified Parties”) in an amount equal to its proportionate share of liability on a comparative fault basis. The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the agreement. The indemnity obligation will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the agreement and that is sustained by any third party, agent or contractor of an Agency Party. Each Agency Party executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement.

I2/KCC shall defend, indemnify and hold harmless the Agency Parties and their Indemnified Parties from and against any and all Claims of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by I2/KCC

or its subcontractors of any tier in the performance of installing or maintaining COPLINK.

Notwithstanding the foregoing, nothing herein shall be construed to require I2/KCC or the Agency Parties to indemnify any other party from any Claim arising from the sole negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided. The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

III. INFORMATION OWNERSHIP

- a. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.
- b. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Agency Parties will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm

the accuracy of the information with the Source Agency before taking any enforcement-related action.

- b. Timeliness of Information: Each Agency Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.
- c. Hold Harmless: To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V. USER ACCESS

- a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.
- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the signed acknowledgements at all times.

- d. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.
- e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.
- f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

- a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. Otherwise, the information shall be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- c. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits.

VII. SYSTEM ACCESS

- a. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.

- b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. AGREEMENT TERMS

- a. Term: This Agreement will commence on the date that it is executed by all Agency Parties and I2/KCC. It will terminate only as allowed by Section IX.
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties and I2/KCC.
- c. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- d. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency.
- e. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws.
- f. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- g. Precedence of Documents. To the extent that the terms of the Memorandum of Understanding among the members of the CVISS and ARREST Agencies conflict with the terms of this Agreement, the terms of this Agreement shall govern the rights and obligations of the parties hereto.

IX. TERMINATION

Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. I2/KCC shall not terminate this Agreement.

X. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by its Party to execute this Agreement and any subsequent amendments which would not alter any other terms or conditions of the Agreement, except to add other CVISS Regional Nodes, and to legally bind its Party to the terms herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARREST Consortium Governance Board Chair

By:  Date: 2/7/12
Jeff Tower
ARREST Governance Board Chair
Spokane County Sheriff Office, WA, Undersheriff

**Central California Intelligence Center
Sacramento Regional Terrorism and Threat Assessment Center**

By: 
Tim Johnstone, Executive Director
Date: 11/29/2011

Attachment A
Central Valley Information Sharing System Steering Committee Charter

Table of Contents

| | |
|---|-----------|
| Table of Contents | 9 |
| Purpose | 10 |
| Principles | 10 |
| Authority | 10 |
| Steering Committee Membership | 10 |
| Member Agency Terms of Office | 11 |
| <i>Board Member Early Termination of Term of Office</i> | <i>11</i> |
| Roles and Responsibilities | 11 |
| <i>Steering Committee Chair and Vice-Chair</i> | <i>11</i> |
| <i>Responsibilities</i> | <i>11</i> |
| <i>Meetings and Decision-Making</i> | <i>12</i> |
| <i>Staffing</i> | <i>12</i> |
| <i>Program Manager</i> | <i>12</i> |
| <i>Scribe</i> | <i>13</i> |
| Approval | 14 |
| Appendix A: CCIC Map | 15 |
| Appendix B: Terms of Office Graph | 17 |
| Appendix C: Governance Structure | 18 |

Purpose

The Central California Intelligence Center (CCIC) establishes the Central Valley Information Sharing System (CVISS) Steering Committee to provide governance and direction on initiatives related to law enforcement information sharing and intelligence gathering. Please refer to Appendix A for a map of this region.

The Steering Committee's central focus is to provide executive leadership for the coordination of regional law enforcement information sharing initiatives. This includes working to establish policy, offer guidance to member agencies and augment resources by contributing technical staffing resources to achieve common goals.

Principles

The CVISS Steering Committee is committed to:

- Reciprocal collaboration among member agencies to provide access to regional law enforcement information.
- Building relationships with law enforcement agencies across California and the nation to provide member agencies greater access to law enforcement information.
- The expansion of member agencies to include all law enforcement agencies within the thirty-four counties of CCIC's jurisdiction.
- Creating a strategic plan that is innovative in its approach to the expansion of law enforcement information sharing and intelligence gathering in the region.

Authority

This Steering Committee is created under the authority of the Central California Intelligence Center (CCIC).

Steering Committee Membership

Steering Committee membership is designed to facilitate coordination among regional agencies that have an interest in collaborating to establish and sustain a two-way information sharing system for regional law enforcement agencies. The steering committee shall be comprised of nine member agencies including:

- CCIC (to be constant member)
- US Attorney's Office (Eastern District of California) or Federal Law Enforcement Agency Representative (to be constant member)
- Three Sheriff's Departments within the region
- Three Local Police Departments within the region
- California Department of Justice Representative (to be constant member)

CVISS Steering Committee

Charter

Current Steering Committee members will select the new members at a meeting held in December. The Committee Chair, as necessary, may appoint Steering Committee members. Committee membership is open to all participants. The Steering Committee shall solicit nominations from program participants. Interested agencies should submit a written request to the Committee Chair for consideration.

Member Agency Terms of Office

The Steering Committee shall have six slots available to three sheriff and three police departments within the CCIC region. The term of office begins in January. One year of service is complete at the end of December. The initial terms of office for Steering Committee members will be staggered between two and three years. After the initial terms are complete, all members will serve two-year terms. Please refer to Appendix B for a graph depicting the terms of office.

Board Member Early Termination of Term of Office

Steering Committee Member Agencies have the right to early termination or may be requested to reduce the length of their term of office.

Roles and Responsibilities

The Steering Committee is responsible for policy-level oversight of programs, projects, and inter-agency coordination for the implementation of an information sharing system for the CCIC region.

Steering Committee Chair and Vice-Chair

The Steering Committee's Chair is the CCIC Commander. The Vice-Chair shall be elected from among the Steering Committee members for a term of no more than two years. The same Vice-Chair can be elected for a second term. The Chair and Vice-Chair may select designees to serve on their behalf.

Responsibilities

Steering Committee members shall be the Chief Executive for member agencies, or their designee. The responsibilities of Steering Committee members include:

- Promoting the use, value, and benefits of sharing law enforcement information in decision-making and in the business of law enforcement.
- Overseeing of the coordination of the member agencies' acquisition management, development, maintenance, documentation, and dissemination of the law enforcement information sharing system in the CCIC region.
- Ensuring compliance of participating agencies with policies, standards and requirements.
- Overseeing of all Node Advisory Boards.
- Attending all Steering Committee meetings (or sending a designated alternate).

CVISS Steering Committee

Charter

Voting on the adoption of standards and policies.

Identify additional funding opportunities.

Promoting the benefits of coordinating and collaborating among regional agencies in the development of a law enforcement information sharing system in the CCIC region.

Engaging other law enforcement agencies in the CCIC region to ensure that decisions adequately represent shared interests.

Meetings and Decision-Making

The Steering Committee will meet, in person, at least two times per year. At the discretion of the Chair and Vice-chair, additional meetings may be called for emergencies and/or to address immediate issues of significance. The Program Manager will arrange the meetings. Minutes documenting discussion, action items and responsibilities will be circulated to all members following the meetings. A quorum is not required for meetings to take place. Members unable to attend will send the agencies' designated alternates. Alternates must be able to make commitments for their organizations.

Decisions will be made at scheduled Steering Committee meetings and during teleconferences, as appropriate. Meetings and teleconferences will be announced in advance.

For decisions made at scheduled meetings and teleconferences, a quorum of members must be present. A quorum consists of two-thirds of the voting members. If a quorum is not present, decisions will be tabled or another method for reaching them will be implemented, such as electronic balloting.

In the case of an electronic ballot, a decision will be considered valid and a quorum achieved when two-thirds of the voting members have cast their votes by the stated deadline. A simple majority of ballots cast will determine the outcome.

Each member is entitled to one vote. Majority vote will be sufficient to make decision on behalf of the Steering Committee. The Chair shall have a vote only in the event of a tie.

In the event that these provisions provide insufficient guidelines for conducting Steering Committee matters, "Roberts Rules of Order" will apply.

Staffing

The CCIC will provide program management support to the Steering Committee.

Program Manager

Program Manager responsibilities include:

Developing and vetting meeting agendas.

Consolidating and distributing materials for Steering Committee member review.

Undertaking staff analysis, technical development and other activities.

Managing vendor relationship(s).

Oversee additional staff as assigned for project implementation and support.

Scribe

Scribe responsibilities include:

- Creating and distributing meeting agendas.
- Taking and distributing meeting minutes.
- Managing all administrative requirements associated with scheduling and conducting meetings.

Approval

This Charter will remain in effect until amended or replaced.

Adopted by:

CCIC

Signature

Date Signed

Eastern District US Attorney

Signature

Date Signed

Approved by:

Elk Grove Police Department

Signature

Date Signed

Placer County Sheriff's Department

Signature

Date Signed

Sacramento Police Department

Signature

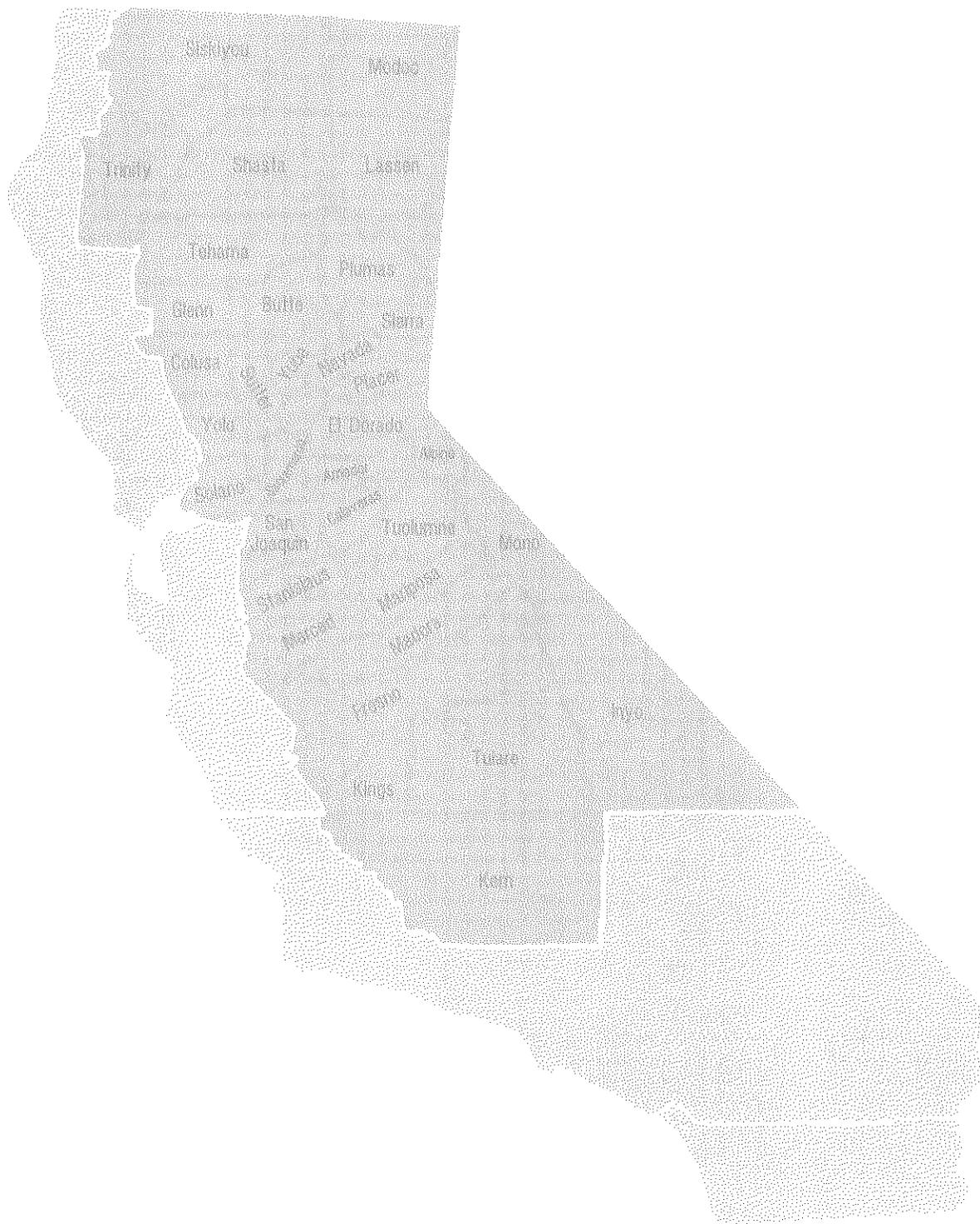
Date Signed

Sacramento Sheriff's Department

Signature

Date Signed

Appendix A: CCIC Map



The thirty-four counties of the CCIC include:

- | | | | |
|--------------|--------------|-----------------|--------------|
| 1. Alpine | 10. Kern | 19. Placer | 28. Sutter |
| 2. Amador | 11. Kings | 20. Plumas | 29. Tehama |
| 3. Butte | 12. Lassen | 21. Sacramento | 30. Trinity |
| 4. Calaveras | 13. Madera | 22. Solano | 31. Tulare |
| 5. Colusa | 14. Mariposa | 23. San Joaquin | 32. Tuolumne |
| 6. El Dorado | 15. Merced | 24. Shasta | 33. Yolo |
| 7. Fresno | 16. Modoc | 25. Sierra | 34. Yuba |
| 8. Glenn | 17. Mono | 26. Siskiyou | |
| 9. Inyo | 18. Nevada | 27. Stanislaus | |

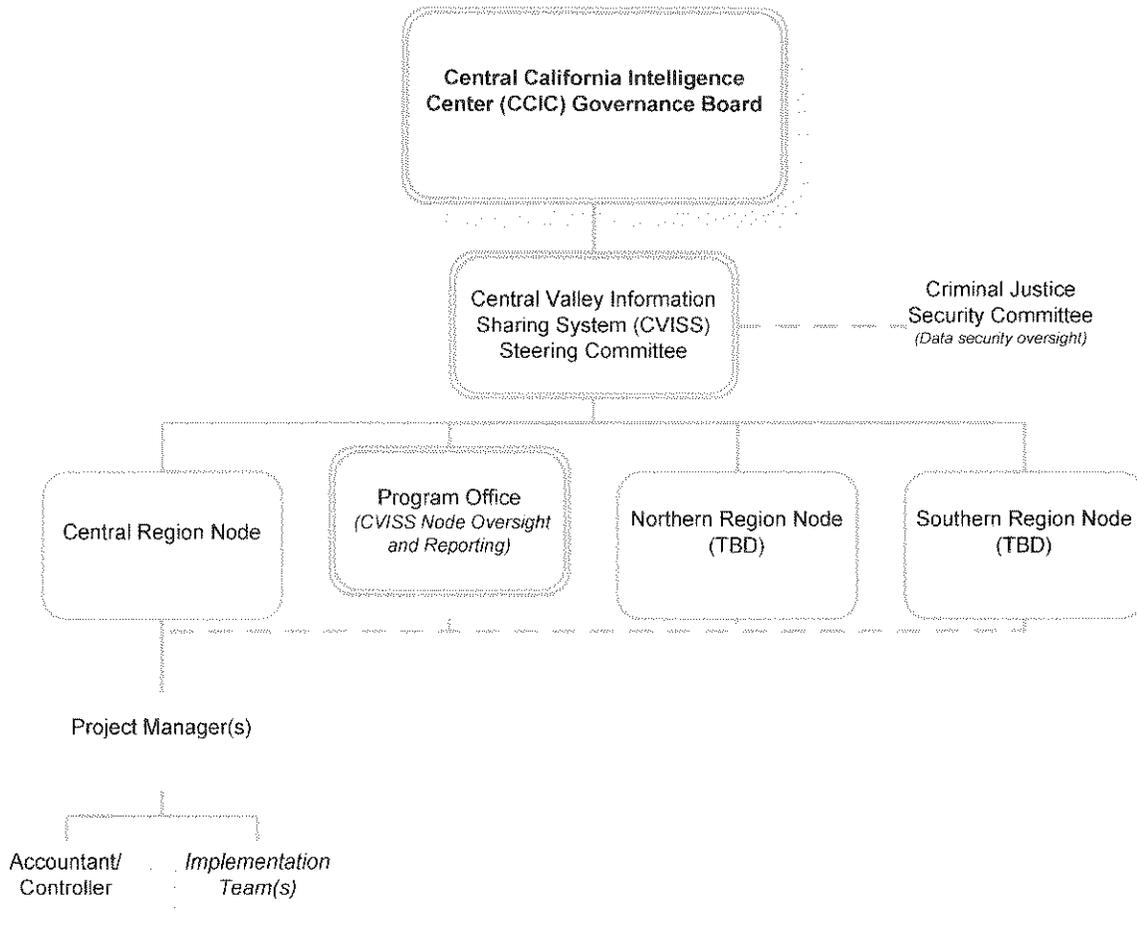
Appendix B: Terms of Office Graph

The terms of the Sheriff and Police Departments will rotate based on the following terms:

| | Tehama SD | Auburn PD | Sacramento SD | Bakersfield PD | Placer SD | Sacramento PD | Stanislaus SD | Elk Grove PD |
|------|----------------|---------------|-----------------|-----------------|----------------|---------------|-----------------|-----------------|
| | Sheriff | Police | Sheriff | Police | Sheriff | Police | Sheriff | Police |
| 2009 | two-year term | two-year term | three-year term | three-year term | two-year term | two-year term | three-year term | three-year term |
| 2010 | two-year term | two-year term | three-year term | three-year term | two-year term | two-year term | three-year term | three-year term |
| 2011 | two-year term | two-year term | three-year term | three-year term | two-year term | two-year term | three-year term | three-year term |
| 2012 | two-year term | two-year term | two-year term | four-year term | two-year term | two-year term | two-year term | two-year term |
| 2013 | two-year term | two-year term | two-year term | four-year term | two-year term | two-year term | two-year term | two-year term |
| 2014 | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term |
| 2015 | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term |
| 2016 | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term | two-year term |

The CCIC Commander, Federal Representative and California DOJ Representative are all constant members.

Appendix C: Governance Structure



Attachment B
Central Valley Information Sharing - Central Region Node Memorandum of Understanding

Attachment C
Central Valley Information Sharing System Nodes

(This list can be modified without formally amending the MOU, provided that ARREST is notified of the change in writing)

Current Date

CVISS-Central Region Node Member Agencies

1. **Auburn Police Department**
2. **Citrus Heights Police Department**
3. **Elk Grove Police Department**
4. **Folsom Police Department**
5. **Galt Police Department**
6. **Lincoln Police Department**
7. **Placer County Sheriff's Department**
8. **Rocklin Police Department**
9. **City of Roseville Police Department**
10. **Sacramento County Sheriff's Department**
11. **Sacramento Police Department**
12. **Yolo County Sheriff's Department**

ARREST

(Automated Records Retrieval and Electronic Sharing Technology) consortium

MEMORANDUM OF UNDERSTANDING
BETWEEN

**Airway Heights Police Department
Cheney Police Department
Coeur d' Alene Police Department
Kootenai County Sheriff Office
Liberty Lake Police Department
Spokane County Sheriff Office
Medical Lake Police Department
Spokane Police Department**

To Form Consortium For Sharing Law Enforcement Information

This Memorandum of Understanding for Sharing Law Enforcement Information, (hereinafter called "MOU"), is made and entered into this ____ day of _____, 2007 (the "Effective Date"), by and between the following law enforcement agencies: Cheney Police Department; Medical Lake Police Department; Airway Heights Police Department; Spokane County Sheriff Office; Spokane Police Department; Liberty Lake Police Department; Post Falls Police Department; Coeur d'Alene Police Department; Kootenai County Sheriff Office.

The law enforcement agencies above are interchangeably referred to in this MOU as "AGENCIES" or as "ARREST Consortium" and individually as "AGENCY."

RECITALS

WHEREAS, the above listed AGENCIES desire to share law enforcement information held by each AGENCY under the conditions set forth in this MOU in order to improve their responses to community crime and enhance overall investigative capacity; and

WHEREAS, the AGENCIES desire to facilitate the sharing of law enforcement information using a commercially available system through which each AGENCY will allow access to their law enforcement information and be allowed access to the other AGENCIES' law enforcement information; and

WHEREAS, the Chiefs and Sheriffs of the above listed AGENCIES endorse, agree and support a proposed project to share law enforcement information among the AGENCIES; and

WHEREAS, the Spokane Police Department has agreed to provide funding for the initial connection to the central node for each of the participating AGENCIES, and all first year maintenance costs to Knowledge Computing;

THEREFORE, the AGENCIES hereby agree to the following:

AGREEMENT

IT IS HEREBY AGREED, by and between the AGENCIES as follows:

0.0 Definitions:

- 0.1 **ARREST: Automated Records Retrieval and Electronic Sharing Technology** consortium (Consortium name). A consortium of Law Enforcement Agencies as listed above who desire to share law enforcement information among themselves and with any new entities that seek to join the consortium.
- 0.2 **COPLINK:** Shall refer to and mean the CONNECT, DETECT, VISUALIZER, AND AGENT application modules and any other application modules licensed to the Spokane Police Department by Knowledge Computing Corporation as part of the COPLINK system.
- 0.3 **COPLINK Node:** shall refer to a complete COPLINK system that will be housed at the Spokane Police Department, that receives law enforcement information from all of the AGENCIES and makes it available to authorized users.
- 0.4 **Knowledge Computing Corporation:** An Arizona corporation with its principal place of business at 6601 East Grant Road, Suite 201, Tucson, Arizona 85715, and the owner and developer of COPLINK.
- 0.5 **Data Repository:** Shall refer to the web servers, database servers, and backend databases maintained by the Spokane Police Department to facilitate the sharing of law enforcement information between the AGENCIES and other law enforcement agencies that may enter into subsequent agreements with the AGENCIES.
- 0.6 **Associate Members:** Associate members shall be defined as non voting agencies that share a common records management system with one or more of the member agencies, contribute data to said system, but do not hold or support that data. Associate members shall participate only upon approval of governance board, and will be listed in a separate document as an addendum to this MOU. Because associate members contribute data to the records management system, and from time to time may need the services of the COPLINK system, they will be allowed to go to one of the members which they share a records management system for permission to use the COPLINK system. The member agency, which sponsors the associate agency, will be responsible for paying the associate agency's annual maintenance fees.
- 0.7 **Full Voting Members:** Full voting members are those AGENCIES that sponsor, maintain and are financially responsible for cost of maintaining records management system to be integrated into COPLINK system. The heads of those agencies make up the governing board (see 4.1).
- 0.8 **Peace Officer:** Peace officer means a general authority commissioned law enforcement officer as defined by RCW 10.93 and commissioned peace officer as defined in Idaho Code.
- 0.9 **Field Contact Data:** Non-verified or anonymous information or reports of criminal activity or association.

1.0 Effective Date and Term of MOU, Additional Members

- 1.1 **Effective Date:** The effective date of the MOU shall be the date first written above. As among the original AGENCIES, this MOU shall become effective when the duly

Intergovernmental Agreement

ARREST& CVISS – Central Region Node

authorized representatives of each AGENCY have all signed it. For AGENCIES who subsequently join, this MOU shall become effective for those agencies when they have agreed to the terms of this MOU, completed and signed onto this MOU by the joining party's duly authorized representative and countersigned by the representatives of the consortium authorized to do so under ARREST Governance procedures.

- 1.2 **Term:** The term of this MOU shall commence upon the Effective Date, and shall continue until any AGENCY provides (30) days prior written notice to the other AGENCIES of its intent to terminate the other AGENCIES' access to its records (law enforcement information). This agreement shall remain in effect for the remaining AGENCIES.
- 1.3 **Modifications:** This MOU may be modified upon the mutual written consent of the duly authorized representatives of all AGENCIES. However, the AGENCIES may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the spirit, intent, or provisions of this MOU.
- 1.4 **Additional ARREST Member Agencies:** From time to time, additional AGENCIES may wish to join the ARREST consortium in order to share their data and enjoy the benefits of the ARREST system. Prior to being included in the ARREST system, new Agencies must agree to the terms of this MOU and any subsequent rules or agreements promulgated by the Consortium.

2.0 Agreement to form Consortium

- 2.1 **Purpose:** The AGENCIES hereby agree to form a consortium for the purpose of sharing law enforcement information among themselves, and with such other entities as may be designated from time to time by a majority vote of the AGENCIES.
- 2.2 **Name:** The Consortium shall be known as the *Automated Records Retrieval and Electronic Sharing Technology consortium (ARREST)*.
- 2.3 **Fiscal Agent:** The AGENCIES agree that the Spokane Police Department shall be the fiscal agent for the Consortium.

3.0 Contributions

- 3.1 **Financial Support:** Each of the AGENCIES will contribute a share of any required financial support (maintenance costs) to continue the operation of ARREST. The individual AGENCY share shall be determined using a flat fee per full-time commissioned peace officer personnel authorized to each AGENCY. As an example, if Agency “A” is authorized 20 commissioned peace officers then the contribution from Agency “A” will be 20 times \$\$.\$\$ (fee determined by governance board). Maintenance costs are to be defined as fees incurred to purchase ongoing maintenance and support services from Knowledge Computing for COPLINK and Data Repository, and fees to sustain COPLINK Node, as agreed upon by the ARREST Consortium Board.
- 3.2 **Department Staff:** Each AGENCY shall appoint one member who will act as the ARREST Consortium liaison.

4.0 Governance

- 4.1 **Authority:** ARREST is established by this Memorandum of Understanding (MOU), signed by participating agencies in accordance with federal, state, and local laws governing law enforcement information and information systems.
- 4.2 **Representation/Decision Making:**
The head of each agency, or their designee, shall represent that agency as the voting member of the ARREST Consortium. The ARREST consortium shall have authority to resolve disputes arising under this MOU.
- 4.3 **The ARREST Consortium shall elect, by a majority vote, a chair and a vice chair,** each for a period of twelve months.
- 4.4 **Duties:** The ARREST Consortium shall approve the creation, change and rescission of security directives and other applicable policies, as needed to ensure the system protects the confidentiality of information in compliance with state and federal laws and the provisions to the MOU. (See separate Security Directives Policy).

5.0 Data Access and Security Requirements

- 5.1 **Data Access:** Access to AGENCIES' law enforcement information will be provided over a network segment maintained by the individual AGENCY. AGENCIES further agree to make the law enforcement information residing in the COPLINK node hosted by the Spokane Police Department available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. AGENCIES agree to inform each other in advance, whenever possible, of scheduled system downtimes.
- 5.2 **Data Sharing:** COPLINK data contributed by each AGENCY will be shared with all AGENCIES that have entered into this Agreement. The AGENCIES agree not to facilitate information sharing between law enforcement entities via ARREST that have not entered into agreements allowing such sharing.
- 5.3 **Security Requirements:** AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Security Directives Policy. The Security Directives Policy will be agreed upon by all consortium members before full implementation begins .

AGENCIES further agree that the law enforcement information hosted in the COPLINK node shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

6.0 Information Ownership, Constraints on Release and Accuracy:

- 6.1 **Ownership and Release Constraints:** AGENCIES shall maintain ownership of all of their information at all times. Any requests for access to information hosted in COPLINK Data Repository that is not authorized under current agreements between the requestor and the owner(s) of the information will be referred to the owner(s) of the information being requested. Information shall not be made available to any unauthorized requestor without the approval of its owner or owners. AGENCIES agree that the restriction established by this provision shall not apply when responding to orders of the Court.
- 6.2 **Information Accuracy:** AGENCIES agree that the law enforcement data maintained in the COPLINK data repository consist of information that may or may not be accurate. To the extent permitted by law, each AGENCY agrees to indemnify and hold harmless other AGENCIES, its appointed or elected officials, employees, officers, agents, and/or representatives, from claims, actions, injuries, damages, losses, or costs, including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this MOU and for acts or omissions in the collection, sharing, and access/dissemination of ARREST information. AGENCIES agree to hold harmless other AGENCIES from any damages, fees, or injury that may arise due to the inaccuracy of any information they have submitted.

7.0 Benefits to Consortium Members:

- 7.1 **Data Links:** ARREST will provide solutions to the problem of inaccessible or irretrievable information as a result of disparate law enforcement information systems that lack a

Intergovernmental Agreement

ARREST& CVISS – Central Region Node

common language or platform and the difficulty in sharing information across jurisdictional boundaries.

- 7.2 **Analysis**: ARREST will provide sophisticated analytical tools to enable investigators to discover links and relationships in the consolidated data that may allow them to solve previously “unsolvable” incidents and prevent serial criminal activity.

- 7.3 **Ease of Use**: ARREST will enable law enforcement personnel to use a graphical user interface that is intuitive and requires limited training even for individuals that are not computer literate.

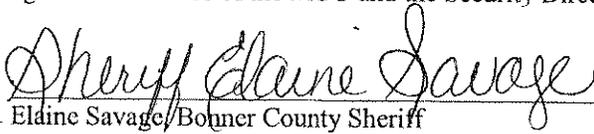
New Membership Agreement

Automated Records Retrieval and Electronic Sharing Technology consortium

Subject: The addition of the Bonner County, Idaho Sheriff Office to the Automated Records Retrieval and Electronic Sharing Technology (ARREST) consortium

Certification

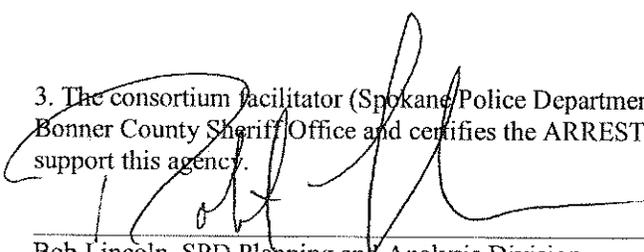
1. The Bonner County Sheriff Office desires to join the ARREST consortium and hereby agrees to the terms of the MOU and the Security Directives.

 10-30-04
X Elaine Savage, Bonner County Sheriff Date

2. By at least two-thirds (2/3) vote of ARREST Governance Board representatives, the current membership approved the addition of the Bonner County Sheriff Office.


Jeff Sale, ARREST Chairman Date

3. The consortium facilitator (Spokane Police Department) agrees to the addition of the Bonner County Sheriff Office and certifies the ARREST Node has the capacity to support this agency.


Bob Lincoln, SPD Planning and Analysis Division Date

Spokane City Chief of Police approval

_____ Date _____
Spokane Chief of Police Approval

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF SPOKANE, municipal corporation

By _____ Date _____
City Administrator

Page 29
Intergovernmental Agreement
ARREST& CVISS – Central Region Node

FOR THE CITY OF AIRWAY HEIGHTS, WA:
Airway Heights Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF AIRWAY HEIGHTS, municipal corporation

By _____ Date _____
City Administrator

FOR THE CITY OF CHENEY, WA:
Cheney Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF CHENEY, municipal corporation

By _____ Date _____
Mayor or City Administrator

FOR THE CITY OF COEUR D'ALENE, ID:

Coeur d'Alene Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF COEUR D'ALENE, ID municipal corporation

By _____ Date _____
City Administrator

By _____ Date _____
Mayor

ATTEST:

_____ Date _____
City Clerk

FOR KOOTENAI COUNTY, ID

Kootenai County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: KOOTENAI COUNTY, ID

By _____ Date _____

County Administrator or Chairman

FOR THE CITY OF LIBERTY LAKE, WA:

Liberty Lake Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF LIBERTY LAKE, WA, municipal corporation

By _____ Date _____
Mayor or City Administrator

FOR SPOKANE COUNTY WA:

Spokane County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: SPOKANE COUNTY WA

By _____ Date _____

County Administrator

FOR BONNER COUNTY, ID:

Bonner County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: BONNER COUNTY, ID

By _____ Date _____

County Administrator

M E M O R A N D U M

TO: GENERAL SERVICES COMMITTEE

FROM: WENDY GABRIEL

DATE: MARCH 26, 2012

RE: POLICY REGARDING CITY EMPLOYEE SERVICE ON COMMITTEES

DECISION POINT: Whether the City should adopt a policy that prohibits City employees from serving as members on City committees and to provide clarity regarding City employee participation.

HISTORY: City staff is in the process of reviewing the organization, membership, and duties of all City committees, boards, and commissions (hereafter referred to collectively as City committees). The purpose of this effort is to create consistencies, to ensure that the duties of each are still valid, to clarify the role and responsibilities of City liaisons, and to clarify the decision-making process. One part of the review is to consider whether City employees should serve as members of City committees.

FINANCIAL ANALYSIS: There is no financial impact should this policy be adopted.

PERFORMANCE ANALYSIS: One advantage in adopting this policy is that it ensures that the decisions of the citizen committees are made by non-staff members. Staff will continue to serve as non-voting liaisons and will attend a meeting at the request of the liaison/Chair to provide information regarding a particular agenda item. The adoption of this policy will also prevent the possibility of a conflict for the employee, real or perceived.

RECOMMENDATION: It is recommended that the City Council adopt a policy that City employees shall not serve as members on City committees, commissions, or boards.

DATE: April 3, 2012
TO: City Council
FROM: City Administrator
SUBJECT: POLICY - Appointments to City Commissions, Committees & Boards

PURPOSE: To avoid conflict of interest, to ensure City commissions, committees, and boards are citizen driven, and to provide clarity regarding appointment and participation in City commissions, committees or boards. This policy will be incorporated into the Personnel Rules with the next revision.

POLICY: Effective immediately, City employees shall not serve as members on any City commission, committee or board. However, an employee may participate at meetings as a resource but only when invited by the City Liaison and Chair of the commission, committee or board, and with the permission of the applicable department supervisor and/or department head. If not attending at the request of the City Liaison and Chair, the employee may attend as any other member of the general public.

City employees may serve on non-City commissions, committees or boards and conflict of interest will continue to be determined per Personnel Rule XI, Section 10, Outside Employment.

RULE XI, SECTION 10. Outside Employment

Employees may engage in outside employment, in addition to their City employment, only under the following conditions:

- (a) There shall be no conflict of interest or incompatibility with the employee's City employment.
- (b) The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in his or her City employment.
- (c) No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment.
- (d) Each employee shall report all outside employment to his or her department head and shall secure the written approval of such department head prior to the commencement of such outside employment. The department head shall notify the City Administrator through the Human Resource Director at the time such outside employment is approved.
- (e) For the purposes of this section, employment does not include serving as an unpaid member of the board of directors for a non-profit corporation.

CITY COUNCIL STAFF REPORT

DATE: April 3, 2012
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Approval of Low Bidder for the 2012 Overlay Project

DECISION POINT

Staff is requesting the City Council to approve Knife River Corporation – Northwest as the low bidder for the 2012 Overlay Project.

HISTORY

The City of Coeur d'Alene received four responsive bids:

| | |
|--|----------------------|
| Knife River Corporation – Northwest | \$ 316,974.56 |
| Poe Asphalt Paving, Inc. | \$ 319,963.04 |
| Coeur d'Alene Paving, Inc. | \$ 327,313.46 |
| Interstate Concrete & Asphalt, Co. | \$ 348,393.30 |
| Engineer's Estimate | \$ 333,000.00 |

FINANCIAL ANALYSIS

The overlay program is a budgeted item. The budgeted amount is \$400,000.00, so there are sufficient funds.

PERFORMANCE ANALYSIS

The City of Coeur d'Alene received four responsive bids for this year's overlay. The largest differences in the bids were in Mobilization and Traffic Control costs. The streets that will be overlaid this year are A, B, C and D Street from Milwaukee Drive to Virginia Avenue (Forest Cemetery); Browne, Idaho and Virginia Avenue from Government Way to Lincoln Way; Milwaukee Drive from Government Way to Idaho Avenue; and Lincoln Way from Idaho Avenue to Walnut Avenue.

RECOMMENDATION

Staff recommends a motion to approve Knife River Corporation – Northwest as the low bidder and authorize the mayor to execute the contract for the 2012 overlay program.

CONTRACT
For
2012 OVERLAY PROJECT

THIS CONTRACT, made and entered into this 3rd day of April, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **KNIFE RIVER CORPORATION – NORTHWEST**, a corporation duly organized and existing under and by virtue of the laws of the state of **IDAHO**, with its principal place of business at **P.O. Box 2047, Coeur d'Alene, Idaho, 83816-2047**, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2012 Overlay Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship. **The placement of asphalt overlay material shall not begin prior to July 4, 2012.**

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Three Hundred Sixteen Thousand Nine Hundred Seventy-Four and 56/100 Dollars (\$316,974.56)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **60** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
KNIFE RIVER CORPORATION - NORTHWEST

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

COUNCIL STAFF REPORT

DATE: March 28, 2012

FROM: James Remitz, Utility Project Manager

SUBJECT: Bid Award of the 2012 Mullan Road Storm Drain Project.

=====

DECISION POINT:

The City Council may wish to accept and award a contract to the low, responsive bidder for the construction of the City of Coeur d'Alene Wastewater 2012 Mullan Road Storm Drain Project from bids that were opened March 27, 2012 at 2:00 PM. A tabulation of the bid results is attached.

HISTORY:

This project was advertised in the Coeur d'Alene Press on March 10, 2012 and March 17, 2012 soliciting sealed bids for the 2012 Mullan Road Storm Drain Project. This project will eliminate storm water inflow into the sanitary system and will include the replacement of approximately 890 LF of existing storm drain piping, catch basins, asphalt surface repair and associated work within Mullan Road and Park Drive in the "Four Corners" area.

FINANCIAL ANALYSIS:

The low bid price submitted by Big Sky Development is within the funding budgeted for the project in the approved 2011-2012 Wastewater Utility Budget (Account # 031-022-4352-7963).

PERFORMANCE ANALYSIS:

The Wastewater Department, through J-U-B Engineers, has reviewed the low bid submitted by Big Sky Development and found it to be in conformance with the bidding requirements. (See attachment)

RECOMMENDATION:

Award the 2012 Mullan Road Storm Drain Project contract to Big Sky Development for the submitted bid price of \$ 96,678.85.

Contract

THIS CONTRACT, made and entered into this 3rd day of April, 2012, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and BIG SKY DEVELOPMENT, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 11063 N. Navion Drive, Hayden, ID 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 2012 Mullan Road Storm Drain Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene - Wastewater Utility - 2012 Mullan Road Storm Drain Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$96,678.85, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL COST |
|-----------------------|--|-------|------|------------|--------------------|
| 201.4.1.D.1 | Removal of Existing Asphalt | 1,285 | SY | \$3.35 | \$4,304.75 |
| 307.4.1.G.1 | Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" aggregate) | 1,285 | SY | \$16.00 | \$20,560.00 |
| 405.4.1.A.1 | Non-Potable Main Line Separation | 2 | EA | \$350.00 | \$700.00 |
| 502.4.1.G.1 | Remove and Dispose of/ Abandon Existing Sanitary Sewer Manhole | 1 | EA | \$300.00 | \$300.00 |
| 601.4.1.A.1 | Storm Drain Pipe - Size 6" - Type PVC ASTM 3034 | 5 | LF | \$31.00 | \$155.00 |
| 601.4.1.A.1 | Storm Drain Pipe - Size 8" - Type PVC ASTM 3034 | 18 | LF | \$21.00 | \$378.00 |
| 601.4.1.A.1 | Storm Drain Pipe - Size 12" - Type PVC ASTM 3034 | 343 | LF | \$18.50 | \$6,345.50 |
| 601.4.1.A.1 | Storm Drain Pipe - Size 6" - Type DIP ANSI C151 Cl. 52 | 10 | LF | \$53.00 | \$530.00 |
| 601.4.1.A.1 | Storm Drain Pipe - Size 8" - Type DIP ANSI C151 Cl. 52 | 217 | LF | \$42.40 | \$9,200.80 |
| 601.4.1.A.1 | Storm Drain Pipe - Size 12" - Type DIP ANSI C151 Cl. 52 | 548 | LF | \$54.60 | \$29,920.80 |
| 602.4.1.A.1 | Storm Drain Manhole - Size 48" | 6 | EA | \$1,500.00 | \$9,000.00 |
| 602.4.1.F.1 | Catch Basin - Type 1 | 5 | EA | \$1,136.80 | \$5,684.00 |
| 2010.4.1.A.1 | Mobilization | 1 | LS | \$4,600.00 | \$4,600.00 |
| 1103.4.1.A.1 | Construction Traffic Control | 1 | LS | \$5,000.00 | \$5,000.00 |
| BASE BID TOTAL | | | | | \$96,678.85 |

The CONTRACTOR shall commence with Work by May 1, 2012, and complete all work and be ready for final acceptance **within 20 calendar days** of the commencement date given in the Notice to Proceed issued by the CITY.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work.

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

BIG SKY DEVELOPMENT

By: _____

ATTEST:

STATE OF IDAHO)
 ss.
County of Kootenai)

On this 3rd day of April, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
 ss.
County of Kootenai)

On this _____ day of April, 2012, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Big Sky Development**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 3/22/2012
Department Name / Employee Name / Date
Request made by: Becky Hudson 406-821-0070
Name / Phone
5819 West Fork Road Darby, MT 59829
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 23, 24, 36, 37, _____, _____. Block: 7 Section: N

Lot(s) are located in Forest Cemetery / Forest Cemetery Annex (Riverview).
Copy of Deed or Certificate of Sale must be attached.
Person making request is Owner / Executor* / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Thomas M Hudson and Rebecca Hudson
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500⁰⁰ per lot.
RJE 3/29/12
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / No.
Person making request is authorized to execute the claim: MCG 3/26/12
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan K Weathers 3-29-12
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: Yes / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

Public Works STAFF REPORT

DATE: March 26, 2012
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS USED VEHICLE**

DECISION POINT:

The purpose of this report is for consent to declare a 1998 Chevy Lumina car from Legal Department as surplus

HISTORY:

We have an opportunity to replace a vehicle with another used vehicle that is in better shape and fits legal's needs.

PERFORMANCE ANALYSIS

This vehicle has been deemed of no value to departments. It will be replaced with a 1998 Pontiac Grand Am. The Grand Am has less mileage and is in considerably better shape.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. Very minimal cost. The department will shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

ANNOUNCEMENTS

Memo to Council

DATE: March 21, 2012

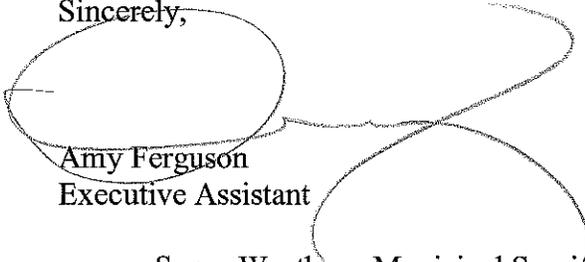
RE: Appointments to Boards/Commissions/Committees

The following re-appointments presented for your consideration for the April 3rd Council Meeting:

| | |
|---------------|----------------------|
| KIM KIBBY | CHILDCARE COMMISSION |
| SUSIE FRELIGH | CHILDCARE COMMISSION |
| IRIS SIEGLER | CHILDCARE COMMISSION |
| LINDA FALK | CHILDCARE COMMISSION |
| KIM TORGERSON | CHILDCARE COMMISSION |

Copies of the available data sheets are in front of your mailboxes.

Sincerely,



Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Kathy Lewis, Childcare Commission Liaison

Memo to Council

DATE: March 27, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the April 3rd Council Meeting:

| | |
|----------------|---|
| RYAN HAYES | Pedestrian & Bicycle Advisory Committee |
| BRIAN HADLEY | Pedestrian & Bicycle Advisory Committee |
| JOHN BRUNING | Pedestrian & Bicycle Advisory Committee |
| MICHEAL WALKER | Natural Open Space Committee |

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Monte McCully, Pedestrian & Bicycle Advisory Committee Liaison
Doug Eastwood, Natural Open Space Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 26, 2012
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Tom Hasslinger, CDA Press

STAFF PRESENT

Lt. Bill McLeod, PD
Bill Greenwood, Parks Superintendent
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Monte McCully, Trail Coordinator,
Susan Weathers, City Clerk
Doug Eastwood, Parks Director
Juanita Knight, Senior Legal Assistant
Troy Tymesen, Finance Director
Gordon Dobler, Engineering Director

**Item 1. Intergovernmental Agreement / Automated Records (ARREST).
(Resolution No. 12-011)**

Lt. Bill McLeod is requesting Council approve an agreement to permit the Coeur d'Alene Police Department to participate in a multi-agency information sharing program with the Central Valley Information sharing System and the South Bay Information Sharing System. Lt. McLeod stated in his staff report that the PD has been participating in a multi-agency / multi-state information sharing program called ARREST (Automated Records Retrieval and Electronic Sharing Technology). As a participating agency, the PD has agreed to share specific information from their records management system with other law enforcement agencies. Members of ARREST have access to COPLINK, therefore allowing all participating agencies to access the shared information.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-011 authorizing the Police Department to enter into an agreement with the Central Valley Information Sharing System and the South Bay Information Sharing System for the purpose of sharing law enforcement information amongst all participating agencies.

**Item 2. Pilot Project / Accessible Trail East Tubbs Hill.
(Agenda Item)**

Bill Greenwood is requesting Council approve the Tubbs Hill Accessible Trails pilot program plans to include an accessible trail on the east side of Tubbs Hill. Mr. Greenwood said staff will work with the engineering firm to complete design documents and estimate of probable cost for the accessible trail. In his staff report Mr. Greenwood noted that in May of 2011 the City Council requested the Parks & Recreation Commission evaluate accessible trails on Tubbs Hill and report back to them. The P & R commission established an ad-hoc committee comprised of various interested groups. In January of 2012, the ad-hoc committee recommended that an accessible trail be implemented on the east side of Tubbs Hill. After that is completed the P & R Commission will evaluate the feasibility of an accessible trail on the north side of Tubbs Hill. The first part of the pilot program would be to complete a topographic survey and design for approximately 1500 feet of trail that will meet the National Parks & Recreation Association's Accessible Trail Standards. The cost for this service will

come from a designated line item in the Parks Capital Improvement Fund for Tubbs Hill improvements. This service will also include the estimate of probably costs for trail development; material and labor.

Councilman Edinger made clear that this is for the east side only and does not include the north side of Tubbs Hill.

MOTION: by Councilman Edinger, seconded by Councilman Adams, that Council approve the Tubbs Hill Accessible Trail Pilot Program plans to include an accessible trail on the east side of Tubbs Hill and direct staff to work with the engineering firm to complete design documents and estimate of probable cost for the accessible trail.

**Item 3. Policy / City Employees not to Serve on City Committees.
(Resolution No. 12-011)**

Wendy Gabriel is recommending the City Council adopt a policy that prohibits City employees from serving as members on City committees and to provide clarity regarding City employee participation.

Mrs. Gabriel explained in her staff report that City staff is in the process of reviewing the organization, membership, and duties of all City committees, boards, and commissions (hereafter referred to collectively as City committees). The purpose of this effort is to create consistencies, to ensure that the duties of each are still valid, to clarify the role and responsibilities of City liaisons, and to clarify the decision-making process. One part of the review is to consider whether City employees should serve as members of City committees. There is no financial impact should this policy be adopted. One advantage in adopting this policy is that it ensures that the decisions of the citizen committees are made by non-staff members. Staff will continue to serve as non-voting liaisons and will attend a meeting at the request of the liaison/Chair to provide information regarding a particular agenda item. The adoption of this policy will also prevent the possibility of a conflict for the employee, real or perceived.

Mrs. Gabriel added that by Idaho code city staff are appointment to Committee's by the Mayor and Council and by code they must be removed the same way. Therefore, Council is also asked to approve the removal of the current employees from their appointments.

MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council that the City Council adopt a policy that City employees shall not serve as members on City committees, commissions, or boards. Furthermore, that Council approve the removal of the current employees from their appointments.

**Item 4. Request for McEuen Park Plan Amendment / Boat Launch Parking Lot.
(Agenda Item)**

Councilman Adams stated that after the council meeting when Mr. Eastwood presented the amended McEuen plan with the boat launch intact, it generated a fire storm of concern amongst some citizen. Councilman Adams received several calls and emails requesting the boat trailer parking also remain intact. Councilman Adams is asking the Committee to forward a recommendation to Council to direct staff to proceed with an additional amendment to the plan that would have the boat trailer parking remain as is.

Councilman Edinger proposed a modification that would retain the rail along the seawall. However, remove the car parking directly next to the rail and use that area for green space that could include picnic tables, benches

and things of that nature that people can still view the boats coming in and out. Councilman Edinger requests the current boat trailer parking remain in addition to the proposed boat trailer parking south of City Hall.

Councilman Kennedy

MOTION: by Councilman Adams, seconded by Councilman Edinger, with Councilman Kennedy voting no, that Council direct staff to direct Team McEuen to amend the conceptual plan to keep the boat trailer parking intact to include the removal of the seawall parking to be used as green space.

DISCUSSION: Councilman Kennedy said he looks forward to hearing what Team McEuen has to present regarding this request. Councilman Kennedy asked Mr. Eastwood to invite Team McEuen to be at the City Council meeting to discuss how this could work as well as the cost and what impact it will have on the plan. Councilman Kennedy said he did not receive a firestorm of communication as Councilman Edinger and Councilman Adams say they did. He received one opposed to removing the parking and two in support of removing the parking. Councilman Kennedy said that when the Council was talking about making changes and compromises to the conceptual plan, he believed that Councilman Edinger was opposed to removing the launch but was okay with removing the parking. He asked Councilman Edinger if he had changed his position.

Councilman Edinger responded that he's said all along that the boat launch should be left 'as is' to include the parking. He has also supported the proposed parking south of city hall.

Councilman Kennedy noted the seven values the team has been working on includes getting parking off McEuen Field. Most people he talks to support keeping the launch but removing the parking. Councilman Kennedy stated there has been some confusion that Front Avenue will be one-way but, that is not the case, it will remain two-way traffic. Councilman Kennedy said he is not in support of keeping the parking at McEuen.

Councilman Adams commented that if the boat launch remains, to keep it equal or better, the parking needs to remain. He feels the distance from south of city hall to the launch is too far to walk. He believes the launch and the parking are one and should not be separated.

Councilman Kennedy, stated that the equal or better was intended if the launch was replaced, removed, closed or otherwise.

The meeting adjourned at 12:28 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

GENERAL SERVICES COMMITTEE STAFF REPORT

Date: March 26, 2012
From: Bill Greenwood, Parks Superintendent
SUBJECT: **PILOT PROGRAM; TUBBS HILL ACCESSIBLE TRAILS**

DECISION POINT:

The Parks & Recreation Commission is requesting that the City Council approve the plans to include an accessible trail on the east side of Tubbs Hill.

HISTORY:

The City Council requested, in May of 2011, that the Parks & Recreation Commission evaluate accessible trails on Tubbs Hill and report back to the council. The P & R commission established an ad-hoc committee comprised of various interested groups. In January of 2012, the ad-hoc committee recommended that an accessible trail be implemented on the east side of Tubbs Hill. After that is completed the P & R Commission will evaluate the feasibility of an accessible trail on the north side of Tubbs Hill. This request was brought before the P & R Commission in January for conceptual approval. This project/program would create an accessible trail on the east side of Tubbs Hill for approximately 1500 linear feet. The trail would be evaluated after completion with regard to its accessibility, aesthetic value and similar implantation on the north side of Tubbs Hill.

FINANCIAL ANALYSIS:

The first part of the pilot program would be to complete a topographic survey and design for approximately 1500 feet of trail that will meet the National Parks & Recreation Association's Accessible Trail Standards. The cost for this service will come from a designated line item in the Parks Capital Improvement Fund for Tubbs Hill improvements. This service will also include the estimate of probably costs for trail development; material and labor.

PERFORMANCE ANALYSIS:

A request has been made on several occasions for the Parks Department to provide accessible trails within the city's natural open space areas. This pilot program allows access from the east side of Tubbs Hill to the south side for people of all abilities.

DECISION POINT/ RECOMMENDATION

The Parks & Recreation Commission is requesting that the City Council approve the plans to include an accessible trail on the east side of Tubbs Hill. Staff will work with the engineering firm to complete design documents and estimate of probable cost for the accessible trail.