



**GENERAL SERVICES COMMITTEE**  
with  
**Council Members Edinger, Evans & Miller**  
**March 7, 2016, 12:00 p.m.**  
**AGENDA**

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VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

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1. Personnel Rule Amendment – Melissa Tosi, HR Director
2. Renewal of BMX Agreement – Bill Greenwood, Parks & Rec Director
3. Camping Ordinance – Lee White, Police Chief
4. Change Order for the Public Safety IP Camera Surveillance System – Brandon Russell, Database Administrator
5. One-Year Contract with Emerge CDA, Inc., for Monthly Community Art Classes – Hilary Anderson, Community Planning Director

Library Community Room  
702 Front Street

*The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

To: General Services

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendments

Date: March 7, 2016

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**Decision Point:** To authorize Resolution No. 16-\_\_\_\_, authorizing the amendments to Rule XI, Attendance and Leaves, Section 11. Retirement Medical Benefit, which includes the following:

- Emphasizes the need for a professional consultant;
- Increase the involvement of the department head to ensure the need for services;
- Increase savings to \$40,000 over two (2) years;
- No longer offer an option to stay on the City's health insurance;
- Retiree will opt out of City's health insurance and receive a HRA/VEBA contribution in exchange for their 240 hours of professional consultant services;
- Define the amount going to HRA/VEBA, \$24,000 over two (2) years, and how the benefit is paid monthly for consultant services provided.

**History:** The intent behind this rule has always been to utilize an employee after retirement for a consultant service they would provide which also results in savings for the city. The current savings requirement is \$18,000 over three (3) years. Currently, any position leveled under the city's pay structure (pay grade 5 through a pay grade 21) that is at the maximum of their pay grade, would meet eligibility for the savings criteria. Furthermore, this rule is not only about savings, it is about an identifiable need for consultant services.

Consultant services are generally utilized by a professional who provides expert advice in a specialized field. To meet this definition, the proposed savings amount has been increased to \$40,000 over two (2) years, which also compares to where our FLSA exempt salaried positions begin. The proposed criteria will encourage departments to have a succession strategy and to plan for retirements by cross-training employees. Additionally, the increased savings amount will help ensure the employee fits the criteria of a professional consultant.

Jim Hammond and I met with all three employee groups and discussed the changes and addressed the groups concerns. Among the three bargaining groups, the common concern was the increased amount of savings to \$40,000 over two years and who that would exclude within their groups. After discussion, the groups understood the City's desire to increase the savings to ensure the rule was being utilized for professional consultants. The proposed changes were also discussed with the Executive Team who agreed the rule needed improvement.

**Financial Analysis:** There are no hard costs associated with this Personnel Rule amendment.

**Performance Analysis:** Amending this rule will help ensure the City is receiving an appropriate return and savings for the professional services needed while providing the retiree a valuable benefit into their HRA/VEBA plan.

**Recommendation:** To authorize Resolution No. 16-\_\_\_\_, authorizing the amendments to Rule XI, Attendance and Leaves, Section 11. Retirement Medical Benefit.

## SECTION 11. Retirement ~~Medical-Consultation~~ Benefit

a) **Purpose:** This is a discretionary medical benefit available to employees seeking retirement if the decision to retire results in cost savings and there is an identifiable need for consultant services to the City.

b) **Definition:** For the purpose of this section, the following term has the following meaning.

1. Consultant: A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.

b)c) **Employee Responsibility:** To be eligible for consideration, the employee must first meet with their department head to discuss the need for consultant services. If the department head agrees there is an identifiable need for consultant services, the employee will submit a written request to the Human Resources Director, at least ninety (90) days prior to separation of employment.

e)d) **Department Head/Employer Responsibility:** The written request from the employee will be reviewed by the Department Head, Human Resources Director, Finance Director and the Personnel Officer to verify that the criteria are met. If criteria are met, the Department Head will be responsible to present the information to City Council for approval and to make a recommendation to the City Council.

In determining if the City should grant the retirement ~~medical-consultation~~ benefit the City will take into account the following criteria:

- (1a) The employee must be eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,
- (2b) The retirement must result in a savings of at least \$6,000 a year for three (3) years for \$1840,000 over twothree (23) years.
- (3e) The department head will provide the following information to justify the necessity of the retiree's consultation to the City.
  - i. Detailed description of the scope of consultant work.
  - ii. An evaluation of the employees overall job performance prior to retirement.
  - iii. A staffing plan on re-filling the position.
- (4d) The retiree's availability to provide professional consultation services to the City for a minimum of two hundred forty (240) hours, for up to -the typical three two (23) years contract, or prorated accordingly, during the term of the negotiated contract up to three (3) years following retirement.
- (5e) The employee must be willing to sign an agreement releasing the City of Coeur d'Alene of any and all claims of the employee. The agreement will further outline the terms of the separation and provide a guarantee to the City for consultant services. No payment shall be paid directly to the

employee.

- (6) The department head will not re-fill the position for a minimum of three (3) months from the date of the employee's retirement.

~~Upon approval of the benefit, the employee must select one of the following options:~~

~~**OPTION 1:** The City will pay up to eighty percent (80%) (to a maximum of \$500.00/month) of the retired employee's medical premium for the employee and spouse, if applicable, for the term of the negotiated contract or until one of the following occurs (the spouse may not be included if eligible for Medicaid or Medicare):~~

- ~~(a) Employee becomes eligible for Medicaid or Medicare.  
(b) The spouse is no longer included once eligible for Medicaid or Medicare.  
(c) The employee dies.  
(d) The spouse is or becomes employed elsewhere and medical benefits are available.  
(e) The employee becomes employed elsewhere and medical benefits are available.~~

~~The City shall pay the approved portion of the medical benefit premium to the insurer. No payment shall be paid directly to the employee.~~

- ~~**(e) OPTION 2 Employee Benefit:** The employee ~~may request to will~~ opt out of the City's medical insurance plan and receive twenty-four thousand dollars (\$24,000) a lump sum payment into their employee's HRA/VEBA health reimbursement plan.~~

~~The twenty-four thousand dollars (\$24,000) will be paid in monthly payments to their VEBA account of one thousand dollars (\$1000.00) and continuing until the full amount has been paid out. However, if the employee completes two hundred and forty hours of consulting services prior to the termination of the two year contract, the remaining balance of the \$24,000.00 will be paid to the employees VEBA account in a lump sum.~~

**General Services  
STAFF REPORT**

**Date:** March 7<sup>th</sup>, 2016

**From:** Bill Greenwood, Parks & Recreation Director

**SUBJECT: RENEWAL OF BMX ASSOCIATION AGREEMENT**

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**DECISION POINT:**

The BMX Association agreement is up for three year renewal. Recommendation is to renew the agreement.

**HISTORY:**

The BMX Association was a major contributor to the BMX Track at Cherry Hill. They provided the equipment, labor and most of the material to construct the track. The Association has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for 12 years and has been very successful in engaging youth in the sport of BMX bicycling.

**FINANCIAL ANALYSIS:**

The BMX Association is saving us a lot of costs with regard to maintaining the track since they do the vast majority of the work. They will continue to do the maintenance of the track which also includes litter and debris removal within the vicinity of the track.

**PERFORMANCE ANALYSIS:**

Attached is the agreement that spells out the responsibilities and expectations of the BMX Association and the city.

**DECISION POINT:**

Renew the agreement for three more years with the option for an additional three year renewal provided that everything runs smoothly with BMX Association's responsibilities.

## AGREEMENT

AN AGREEMENT, entered into the \_\_\_ day of \_\_\_\_\_, 2016 pursuant to Resolution No. 03-054 adopted the 20<sup>th</sup> day of May, 2003, between the **CITY OF COEUR D' ALENE**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the **COEUR D'ALENE BMX ASSOCIATION**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "Association" is hereby amended.

### W I T N E S S E T H:

WHEREAS, City owns property abutting 15<sup>th</sup> Street and Hazel Avenue, commonly referred to as the Cherry Hill Community Park; and

WHEREAS, the active Cherry Hill Community Park includes a BMX track which the Association desires to use; and

WHEREAS, the Coeur d'Alene BMX Association has committed money and in kind services to help develop the Cherry Hill Community Park; and

WHEREAS, the parties now desire to enter into an agreement.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Term: The term of this agreement shall run from April 1, 2016 to April 1, 2019. The Parks and Recreation Commission, in its sole discretion, may recommend to the City that a second three-year agreement with the Association be negotiated with the City and that such negotiations would begin in November 2018.

2. Site: The BMX Track is more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein.

3. Maintenance: Coeur d'Alene BMX Association will prepare and maintain BMX Track at the Cherry Hill Community Park.

4. Admission Costs and Fees: That all events at Cherry Hill Community Park will be open to the general public and no admission fee will be charged by the Association for admission to events at Cherry Hill Community Park without permission from the Parks Director, except as set forth in paragraph 13 below entitled "Set Aside of Park."

5. Clean-up of Site: All trash and debris generated by any event, practice or race held at the BMX Track at Cherry Hill Community Park shall be removed and properly disposed of by the Association. Miscellaneous items such as chairs and equipment must be removed from the

site after each event, practice or race. No structures or vehicles will be allowed to remain on site other than those identified in this agreement.

6. Storage Facility: A 12' x 20' storage facility will be allowed at the site for tools and supplies to be used by the Coeur d'Alene BMX Association. The design and placement of the storage facility will be made by the Coeur d'Alene Parks Director. Cost of the storage facility and amenities will be borne by the Association, including any permits that may be required.

7. Concessions: The Coeur d'Alene BMX Association may bring in a mobile concession for races or events, including vendors with items specific to the event. The Coeur d'Alene Parks Director will approve the design and placement. All permits must be obtained and paid for by the Association.

8. Improvements: Any improvements set forth in to this Agreement, shall be paid solely by the Association, no additional improvements shall be installed without prior written approval from the Parks Director.

9. Use of Track: The Coeur d'Alene BMX Association shall submit a schedule to the Coeur d'Alene Parks Director for approval at least two months prior to the beginning of the season. The City of Coeur d'Alene shall have priority use.

10. Proprietary Interest: The Association will have no proprietary interest in the improvements undertaken by the Association at Cherry Hill Community Park.

11. Fencing: No additional fencing will be installed other than portable fences for races or events. Portable fences cannot be installed sooner than twenty-four (24) hours before a race or events and must be removed within twenty-four (24) hours after a race or event.

12. Portable Fencing: That the location, fence material, and method of installation of the portable fences must be approved by the Parks Director, and said installation shall be done by the Association at the Association's sole expense unless the City agrees to install the portable fencing for a fee.

13. Set Aside of BMX Track: The Cherry Hill BMX Track may, at the City's discretion, be set aside for the Association for race and event purposes in consideration of fee described in section 4.

14. Use of Park: The Cherry Hill BMX Track shall not be exclusively used for BMX races or events and the City may schedule other activities there.

15. Loudspeakers: Any use of loudspeakers must conform to Municipal Code 5.24.030.

16. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use,

construction, and/or maintenance of the improvements by the Association. Additionally, the Association hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including use of the active Cherry Hill Community Park by the BMX Association, its sponsor's, players, and fans. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000) 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. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement, which the certificate must be approved by the City Attorney.

17. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.

18. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, that City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

19. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

20. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

21. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

22. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor and the 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 the said



City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

COEUR D'ALENE  
BMX ASSOCIATION

By: \_\_\_\_\_  
Steve Widmyer, Mayor

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

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Renata McLeod, City Clerk

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

\_\_\_\_\_  
Printed Name



EXHIBIT "A"



CITY COUNCIL  
STAFF REPORT

DATE: March 2, 2016  
FROM: Lee White, Chief of Police  
SUBJECT: Camping Ordinance

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**Decision Point:** The Police Department requests amendment to our camping ordinance.

**History:** The current camping ordinance (4.25.090: Overnight Camping Prohibited) needs to be updated in order to be enforceable, consistent with current case law, and fair to the community.

**Financial Analysis:** There is no financial impact of this ordinance change.

**Performance Analysis:** The Legal Department was instrumental in writing this ordinance amendment. Significant research was conducted to ensure the amendment was not only enforceable, but fair and consistent with current case law.

**Decision Point:** The Police Department requests amendment to our camping ordinance as attached.

**CHAPTER 4.25**  
**PARK AND PUBLIC PROPERTY REGULATIONS**

**4.25.090: ~~OVERNIGHT~~ CAMPING ON PUBLIC PROPERTY PROHIBITED:**

A. Definitions.

1. “Available Overnight Shelter” shall mean a public or private shelter with overnight space, open to an individual or family unit experiencing homelessness at no charge. If an individual cannot utilize the overnight shelter due to voluntary actions such as intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space shall be considered available.

2. “Camp” or “Camping” shall mean:

a. Setting up or remaining in or at a site for the purpose of establishing or maintaining a temporary or permanent place of dwelling, lodging, residence, or living accommodation; or

b. Sleeping or otherwise being in or adjacent to a tent or sleeping bag, or atop and/or covered by materials such as bedroll, blanket, cardboard, newspapers, or the like, or inside some form of temporary shelter; or

c. Sleeping out-of-doors; or

d. Cooking over an open flame or fire out-of-doors; or

e. Bathing in public for purposes of personal hygiene, except in facilities provided for such purposes; or

f. Utilizing a tent or other temporary structure for the storage of personal belongings.

3. “Campsite” shall mean any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is established or maintained, or where personal belongings are stored, whether such place incorporates the use of any tent, lean-to, shack, or other structure, or vehicle or part thereof.

4. “Public property” shall mean all property owned, leased or maintained by the City, including the entire width of any highway, roadway, street, or alley publicly owned and/or maintained, sidewalks, trails, parks, beaches, boardwalks or docks, restrooms, parking structures, pavilions, or the like.

5. “Temporary shelter” shall mean any RV, camper, tent, tarp, trailer, lean-to, vehicle or vehicle part, or other structure of any material.

B. Prohibition.

1. It is unlawful for any person to camp, ~~or sleep or to establish or maintain a~~ campsite, overnight or longer in or on any ~~city owned, leased or maintained beach, natural area, park, playground or play field~~ public property.

C. Exceptions. The prohibition of this section shall not apply to:

1. ~~unless~~ Persons receiving prior written permission ~~has been received~~ from the ~~e~~City; or

2. Sleeping in an RV on any highway, roadway, or street adjacent to a residential property with the permission of the owner or occupant of said residential property, PROVIDED, such use may be for a maximum of one (1) week in each calendar year; or

3. Sleeping or cooking in a public park or beach on a temporary basis, during normal hours of operation, in conjunction with the recreational use of such park or beach; or

4. If there is no Available Overnight Shelter.



## **Amendment to the Camping Ordinance**

**Coeur d'Alene Police Department  
Coeur d'Alene Legal Department**



## Current Ordinance

### 4.25.090: OVERNIGHT CAMPING

#### PROHIBITED:

It is unlawful for any person to camp or sleep overnight or longer in or on any city owned, leased or maintained beach, natural area, park, playground or play field unless prior written permission has been received from the city. (Ord. 3382 §17, 2010).



## Current Ordinance

- Lacks definition of terms.
- May expose the City if improperly applied.
- Does not address people staying in RVs or other vehicles for extended periods of time on City or public property.
- Limited exceptions.





## Proposed Amendment

- Research conducted by Legal Department.
- Clearly defines terms.
- Addresses situations commonly encountered.
- Consistent with current case law to ensure we are not making homelessness illegal.
- Clearly defined exceptions.



## Recommendation

We request that Council adopt the amendment to City Ordinance 4.25.090 as submitted.



**GENERAL SERVICES STAFF REPORT**

**DATE:** March 3rd, 2016  
**FROM:** Brandon Russell, Database Administrator  
**SUBJECT:** Change Order for the Public Safety IP Camera Surveillance System

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**DECISION POINT:** Staff requests that Council approve a change order for \$25,712.78 for the Public Safety IP Camera Surveillance System.

**HISTORY:** This change order will add seven (9) additional cameras to the project. One additional camera will be mounted at the McEuen Harbor house, four cameras to the City Library, and four cameras will replace cameras in the Police department interview rooms. During the installation of the cameras, it became apparent that the required coverage would not be possible without adding additional cameras.

This change order will also added additional equipment necessary to provide network connectivity to 6 cameras mounted on McEuen parking garage light poles. Due to exceeding long conduct runs, signal boosters need to be added to the cameras on the light poles. These boosters will increase the signal so the cameras will operate over the long distance.

**FINANCIAL ANALYSIS:** The original contract amount came in at \$196,711.00. The budget amount for the Camera project is \$315,000.00. The revised contract amount would be \$222,423.78. After adding all additional costs for this project, the project will still be under budget.

**DECISION POINT:** These changes are being requested to better provide coverage in the areas mentioned. The four cameras at the Police Department are replacing obsolete technology. These cameras are located in interview rooms, and are used in criminal investigations and for court purposes. The cameras attached to the McEuen light poles will not operate without installing signal boosters.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** March 7, 2016  
**FROM:** Hilary Anderson, Community Planning Director  
**SUBJECT:** **One-year contract with Emerge CDA INC. for monthly Community Art Classes  
(Requested by the Arts Commission)**

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**DECISION POINT:**

The Arts Commission is requesting the Council to approve a one-year contract with Emerge CDA INC. for monthly community art classes starting in April 2016.

**HISTORY:**

The city has had a summer arts program for more than 16 years. Yvonne Benzinger retired from the position after the completion of the 2015 summer arts program and running the program for 16 years. While the summer arts program was very successful, it required a very committed volunteer to run the program, marketing materials, and a lease with NIC to utilize the Harding Center.

Emerge is a recently formed non-profit that provides quality art experiences to the community while cultivating opportunities for emerging arts in our area. Emerge has a physical location at 208 N. 4<sup>th</sup> Street in downtown Coeur d’Alene. Emerge offers fine arts classes, artist work spaces, art gallery space, art shows, and festivals celebrating arts. The Arts Commission and Emerge discussed a possible partnership and both parties agreed that two monthly community art classes for a total of 24 classes over the course of one year would provide an exciting opportunity to expand the community’s exposure to art classes and different forms of art for both children and adults.

The Arts Commission recognized that a partnership with Emerge could possibly replace the summer arts program as well as help further the commission’s vision and mission of encouraging *“the development of our artistic and cultural life and joining with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d’Alene”* (Ord. 1709 §1, 1982).

**FINANCIAL ANALYSIS:**

The contract would include a monthly payment of \$1,000 to Emerge, which would cover the cost of two community art classes. The classes would be free to the public. The contract specifies how the funds can be used. This is limited to the purchase of materials and supplies for two (2) fine arts classes per month open to residents of the City and surrounding areas for no charge; the actual out-of-pocket costs of sponsoring the two (2) fine arts classes per month, including instructor fees; for summer months (June, July and August), both classes would be directed at youth (17 and under) and one (1) for adults (18 and older); during the remaining months, one (1) fine arts class for youth and one (1) fine arts class for adults; two (2) art shows per calendar year, open to the public without fee. In exchange, the phrase, “Sponsored by the Coeur d’Alene Arts Commission” will be in the title of any class and promotional materials. Un-used funds would roll over the next month and a lesser amount would be paid to Emerge such that only \$1,000 would be available each month. The exception is that no more than \$165.00 per month could be used to promote and produce the art shows during the contract year.

The funds would be drawn from the Arts Maintenance budget line item. Arts Maintenance covers general maintenance of public art and also includes education activities. The community art classes would qualify as education activities under the Public Art Program Policy. A one-year contract with Emerge would cost \$12,000. The Arts Maintenance budget has an account balance of \$120,000. The money in this budget line item is generated by the 0.33% from City capital projects which falls under the Percent-for-Art program.

**PERFORMANCE ANALYSIS:**

If approved, the contract would start in April 2016. In return, Emerge would provide two classes per month that would be free to the public. Through this partnership, as many as 30 community members per month and 360 community members over the course of a year could be exposed to the arts. This partnership would also save staff time in managing a summer arts program. The contract includes a position on the Emerge Board of Directors as a voting member. It also includes a provision for Emerge to provide the Arts Commission with a detailed financial report within thirty (30) days of the first payment and quarterly thereafter. There is also a provision allowing either party to terminate the contract with thirty (30) days' notice, and the Commission may terminate the agreement without notice if Emerge violates any provision of the agreement. The contract was drafted in coordination with the city's legal department.

**DECISION POINT/RECOMMENDATION:**

The request is for the Council to approve a one-year contract with Emerge for monthly community art classes. This partnership would expand the vision and mission of the Arts Commission, expose as many as 360 community members to art, and increase staff efficiencies by not having to coordinate or help manage a summer arts program.

## **AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of April, 2016, between the City of Coeur d'Alene by and through the **ARTS COMMISSION**, a duly established commission of the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Commission", and **EMERGE CDA INC.**, a non-profit corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2572 E. Gunnison Pl., Coeur d'Alene, Idaho 83814, hereinafter referred to as "Contractor". The City through the Commission and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – PURPOSE**

- 1.01 The Commission has the duty and responsibility, as defined by the Ordinances of the City of Coeur d'Alene, to stimulate and encourage, throughout the city and surrounding areas, the study and presentation of the performing and fine arts, and public interest and participation therein, and to provide oversight for the City public arts program and other City public arts programs. In carrying out this duty and responsibility, the Commission may conduct classes for the community in the performing and fine arts.
- 1.02 The Contractor desires to provide public art programs for the purpose of stimulating and encouraging the study and presentation of fine arts, and public interest and participation therein for residents of the City and surrounding areas.

### **ARTICLE 2 – THE WORK**

- 2.01 Funds provided by the Commission shall be for the following uses and no others:
- A. The purchase of materials and supplies for two (2) fine arts classes per month, a total of twenty-four (24) for the term of this Agreement, open to residents of the City and surrounding areas for no charge, to effect the purposes stated in Article 1 hereof;
  - B. The actual out-of-pocket costs of sponsoring the two (2) fine arts classes per month, including instructor fees, open to residents of the City and surrounding areas for no charge.
    - 1. For the summer months (June, July, and August), both classes shall be directed at youth (17 and under), in a manner similar to the Commission's Summer Arts Youth Program.
    - 2. During the remaining months of the contract year, one (1) of the monthly classes shall be directed at youth (17 and under) and one (1) shall be directed at adults (18 and older).
  - C. The Contractor further agrees to hold two (2) art shows per year, open to the public, without fee, featuring the works created as a result of the classes funded by the Commission. The Contractor shall select the works to be displayed at each show, with the works returned to the students creating them at the close of the show.
- 2.02 The phrase "Sponsored by the Coeur d'Alene Arts Commission" shall be included in the title of any class hereunder, on all promotions for said classes, as well as any materials and promotions for the required art shows.
- 2.02 The Contractor may present proposals for the expenditure of Commission funds which do not fall within the uses set out in paragraph 2.01, and the Commission, or its designees, will determine if said proposed expenditure complies with the law and the Commission's purposes.

### **ARTICLE 3 – CONTRACT TERM**

3.01 This Agreement shall commence on April 1, 2016 and end on March 31, 2017. It may be renewed on an annual basis upon the mutual agreement of the parties.

### **ARTICLE 4 – PAYMENT BY COMMISSION**

4.01 The Commission shall pay the Contractor the sum of Five Hundred and No/100 Dollars (\$500.00) per class, totaling One Thousand and No/100 Dollars (\$1,000.00) per month, by the fifth day of each month for the purposes outline herein.

4.02 Any funds from the Commission which are not expended in the month shall roll over to the following month and reduce the Commission's payment for that month so that only One Thousand and No/100 Dollars (\$1,000.00) of Commission funds are available to the Contractor each month; PROVIDED, funds not expended for a class may be used to promote and produce the art shows during the contract year, not exceeding \$X per month.

### **ARTICLE 5 – OVERSIGHT**

5.01 One (1) member of the Commission shall sit on the Board of Directors of the Contractor, as a voting member, on a rotating basis, as decided in the sole discretion of the Commission.

5.02 Within thirty (30) days of receipt of the first payment under this Agreement, the Contractor shall provide the Commission's designated representative(s) with a detailed report of all activities that have been undertaken using funds provided by the Commission. Said report will include an itemization of supplies purchased, attendance records, expenses, and the names of the classes provided.

5.03 Thereafter, the Contractor shall provide quarterly reports to the Commission's designated representative(s), no later than the tenth day of the month following the close of the quarter. Each quarterly report shall detail how Commission funds have been expended, including an itemization of supplies purchased, and a description of classes sponsored with attendance records during that quarter.

5.04 The Contractor shall also provide, on a quarterly basis, no later than the fifteenth day of the month before the close of the quarter, an organization budget for the following quarter for classes and art shows utilizing funds from the Commission, which budget shall show year-to-date figures.

### **ARTICLE 6 – MISCELLANEOUS**

6.01 Termination

- A. Either party may terminate this Agreement prior to the expiration of the contract term, for any reason, upon thirty (30) days' written notice.
- B. If the Contractor violates any provision of this Agreement, the Commission may terminate this Agreement without notice.
- C. Upon termination pursuant to § 6.01, or upon the expiration of the contract term without renewal, all unexpended funds must be returned to the Commission.

6.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Agreement shall be made by either party without the written consent of the other party.

6.03 Non-discrimination

- A. The Contractor hereby agrees not to discriminate against any person to the same extent that the City of Coeur d'Alene may not discriminate in the provision of City services.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Contractor have signed this Agreement. Counterparts have been delivered to the City and the Contractor.

City of Coeur d'Alene:

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

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

\_\_\_\_\_

City Clerk:

\_\_\_\_\_

Emerge CDA, Inc.

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

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

\_\_\_\_\_



**Request:**  
**For the Council to approve a one-year contract with Emerge CDA INC.**





## Emerge CDA INC. *A Collective Art Experience*



## Contract Highlights

### Funds limited to:

- The purchase of materials and supplies for two (2) fine arts classes per month.
- Summer months classes provided to youth 17 and under (similar to Summer Arts Youth Program).
- Remaining months = one class for youth and one for adults.
- Two art shows per year, free and open to the public, featuring art created in classes.



## Financial Analysis

- \$1,000 per month = \$12,000 total
- Materials, supplies and instructor costs
- Un-used funds roll over
- \$165/month to promote/produce art shows
- Arts Maintenance Budget (0.33%):  
\$120,000 available



## Performance Analysis

- As many as 30 students/month and 360/year exposed to the arts
- Materials and promos to say, "Sponsored by the Coeur d'Alene Arts Commission"
- Reduced staff time to coordinate and manage summer arts program
- Board position for Arts Commission member
- Timely detailed activity reports required
- Contract provisions to review performance
- Termination clauses



## Art Commission: Chapter 2.84 -- “Arts Policy”

It is found that there is an increasing appreciation and interest in the practice and enjoyment of the arts and that the citizens of Coeur d'Alene are becoming aware, due to increasing leisure time, of a broader and richer life through artistic endeavors, that there is need to **improve the cultural environment of the city of Coeur d'Alene and that growth of industry and commerce will be enhanced by cultural development.**

It is declared to be the policy of the city of Coeur d'Alene to **encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d'Alene.** (Ord. 1709 §1, 1982)



## Art Commission: Chapter 2.84

### 2.84.040: DUTIES; RESPONSIBILITIES:

- To stimulate and encourage, throughout the city and surrounding area, the study and presentation of the performing and fine arts and public interest and participation therein;
- To take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our city and to expand the city's cultural resources;
- To encourage and assist freedom of artistic expression essential for the well being of the arts;



## Art Commission: Public Art Program Policy

*Defines “public art” as...*

**Public Art:** Original works of art that are accessible to the public and/or public employees and which may possess functional as well as aesthetic qualities (*see Work of Art for further clarification*).

**Work of Art:** All forms of art conceived in any discipline or medium, including visual, performance, literary, media and temporary works.



**Thank you for your contributions  
to community arts in all their forms!**

