



Regular City Council Meeting Agenda
Zoom Meeting
August 25, 2020 - 6:00 p.m.

A. Virtual Participation

In response to Governor Inslee's Proclamation 20-28.8 regarding Open Public Meetings during the COVID-19 pandemic, there will not be a physical meeting location for the City Council meeting. The public is encouraged to attend the meeting by clicking on the link or calling the phone number below. If you have technical difficulties, please call 509-498-9255.

Join Zoom Meeting
[HTTPS://US02WEB.ZOOM.US/J/89864557092](https://us02web.zoom.us/j/89864557092)

Meeting ID: 898 6455 7092

Dial by your location
+1 253 215 8782

B. Call To Order - Pledge Of Allegiance

C. Roll Call - Excused Absences

D. Minutes

Minutes Of The Regular City Council Meeting Of August 11, 2020

Documents:

[8-11-20.PDF](#)

E. Vouchers/Payroll

Voucher Total = \$527,753.04

F. Claims For Damages

G. Small Contracts (Less Than \$10,000) - Approved By Mayor

H. Information Items

I. Citizen Comments

Comments must be submitted via email to COUNCILCOMMENTS@CITYOFCHENEY.ORG or by dropping off written comments in the drop box at Cheney City Hall, 609 2nd St. All comments must be received by 5:00 p.m. August 25, 2020.

J. Appointments

K. Action Items

Public Hearings

Resolutions

1. 20-059 - Resolution E-846 - Interlocal Judicial Cooperation Agreement Between Spokane County And The City Of Cheney
An Interlocal Agreement with Spokane County for the provision of judicial services for the Cheney Municipal Court.

Documents:

[COUNCIL ACTION FORM FOR RESOLUTION E-846 INTELOCAL AGREEMENT WITH SPOKANE COUNTY FOR JUDICIAL SERVICES.PDF](#)
[RESOLUTION E-846 INTERLOCAL AGREEMENT WITH SPOKANE COUNTY FOR JUDICIAL SERVICES.PDF](#)

2. 20-060 - Resolution E-847 - State Fire Mobilization Reimbursement Agreement
This agreement with the Washington State Patrol allows the City to be reimbursed for costs incurred while Cheney Fire Department assets are mobilized under the WA State Fire Resource Mobilization Plan and applicable RCWs.

Documents:

[20-060 CCAR - STATE FIRE MOBILIZATION REIMBURSEMENT AGREEMENT.PDF](#)
[RES E-847 - STATE FIRE MOBILIZATION REIMBURSEMENT AGREEMENT.PDF](#)
[K14627 - CHENEY FIRE DEPT WSP INTERAGENCY AGREEMENT.PDF](#)

Ordinances

Other Business

L. Staff Reports

M. Mayor's Report

N. Council Reports

O. Executive Session

P. Adjournment

REGULAR CITY COUNCIL MEETING

August 11, 2020

A. Call to Order – Pledge of Allegiance Mayor Grover called the Regular City Council meeting to order at 6:00 p.m.

B. Roll Call – Excused Absences Councilmembers present included Councilmember Overhauser, Councilmember Schmidt, Councilmember Barthels, Councilmember Weiszmann, Councilmember Gaard, Councilmember Hilton, and Councilmember Taves. Staff members present included Mr. Schuller, Ms. Niemeier, Mr. Schwartz, Ms. MacDonald, Mr. Hensley, Mr. Ableman, Mr. Jenkins, and Ms. Snider.

C. Minutes of the Regular City Council meeting of July 28, 2020 were approved as distributed.

D. Claims and Vouchers nos. 154318 through 154418, 154046, 154112, and July interdepartmental billing in the amount of \$471,543.28; payroll warrants nos. 63346 through 63385 in the amount of \$20,600.66, direct deposits in the amount of \$379,916.87, claims warrants nos. 154047 through 154074, 154113 through 154114, and 154304 through 154305 in the amount of \$528,628.70, and transfers to claims clearing fund for distribution of previously expensed and reported benefit adjustments in the amount of -\$44,080.10, for a total payroll of \$894,066.13 were approved as read. Warrants 63346 and 63347 were voided.

E. Claims for Damages Mayor Grover stated that the claim from Ben Jordan is back for reconsideration. Councilmember Schmidt moved to forward the claim to our insurance pool for further review. Councilmember Overhauser seconded. Carried unanimously.

F. Small Contracts None

G. Information Items None

H. Appointments None

I. Citizen Comments Ms. Niemeier stated that there is a comment from Hannah Ybarra. She is concerned about internet quality and speed in the City with kids going to school remotely.

J. Action Items

1. 20-057 – Resolution E-844 – Avista Edge Master Equipment Leases and Services Agreement Mr. Schuller stated that he took the comments from last meeting and went back to negotiate. Mr. Schwartz provided information on the agreement and the changes that were made since the last meeting. Councilmember Weiszmann moved for approval of Resolution E-844. Councilmember Taves seconded. Carried unanimously.

K. Staff Reports Mr. Ableman provided an update on the Washington Street Preservation Project. Mr. Hensley provided information on the suspect in recent car burglaries. He stated that they have had an increase in calls for service since COVID-19 began. Mr. Schuller provided updates on COVID-19, Parks and Recreation activities, and code enforcement. He will be speaking at CMA tomorrow.

L. Mayor's Report Mayor Grover stated that he has been having budget meetings with Mr. Schuller, Ms. Niemeier, and department heads. He asked Council to think about what priorities they have for staff to be working on.

M. Council Reports Councilmember Weiszmann provided an update on the Cheney Depot and information on a food grant program.

N. Executive Session None

O. Adjournment Councilmember Schmidt moved to adjourn the meeting. Councilmember Gaard seconded. Carried unanimously. The meeting was adjourned at 6:48 p.m.

City Clerk

Mayor

CITY OF CHENEY
CITY COUNCIL ACTION REQUEST

ISSUE Interlocal Judicial Cooperation Agreement Between Spokane County and the City of Cheeney **AGENDA ITEM# 20-059**

DEPT. OF ORIGIN: Administration **DATE** 8/25/2020

EXHIBITS ATTACHED OR REFERENCED: Resolution E-846

Council Committee Recommendation Yes No None

DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
MAS				

FISCAL IMPACT EXPENDITURE REQUIRED \$ AMOUNT BUDGETED \$ 17,200
 APPROPRIATION REQUESTED \$

SUMMARY: An Interlocal Agreement with Spokane County for the provision of Judicial Services for the Cheney Municipal Court

COUNCIL ACTION REQUESTED: Passage of Resolution E-846

_____ **APPROVED FOR AGENDA**

_____ **DISAPPROVED**

8/25/2020

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney
609 Second Street
Cheney, WA 99004

**CITY OF CHENEY
SPOKANE COUNTY WASHINGTON**

RESOLUTION E-846

**INTERLOCAL JUDICIAL COOPERATION AGREEMENT BETWEEN
SPOKANE COUNTY AND THE CITY OF CHENEY**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 3.50 RCW, the City of Cheney has established a Municipal Court; and

WHEREAS, RCW 3.50.040 sets terms and qualifications for Municipal and District Judges as a part-time municipal judge and consistent with this statute the appointment by the Mayor of a District Court Judge to act as its municipal court judge shall be for a term commencing January 1, 2019 and terminating December 31, 2021 and thereafter for a term of (4) years; and

WHEREAS, pursuant to the provisions of RCW 3.34.070, Spokane County District Court Judges are elected for terms of four (4) years commencing from and after the second Monday in January next succeeding his or her selection. The terms of office of the sitting Spokane County District Court Judges commenced January 10, 2015 and will run through January 13, 2019. The terms of the successor judges to the Spokane County District Court will commence January 14, 2019 and run through January 8, 2023; and

WHEREAS, pursuant to the above-cited statutory provisions, Spokane County, Spokane County District Court and the City of Cheney are desirous of entering into an Interlocal Agreement pursuant to which under certain terms and conditions the Parties will agree to share facilities for District Court and Municipal Court in the City of Cheney, make provisions for the salaries of the District and Municipal Court judges and provide for the cooperation between the Spokane County District Court and the City of Cheney Municipal Court for a term which recognizes both the provisions of RCW 3.50 040 and RCW 3.34.070.

NOW THEREFORE, BE IT RESOLVED the Cheney City Council by majority vote authorizes the Mayor to sign the Interlocal Agreement between the City of Cheney and Spokane County for Judicial Services.

ADOPTED by the City Council of the City of Cheney at a regular meeting this _____ day of _____, 2020 at the Cheney City Council Chambers, 609 Second St, Cheney, WA 99004.

Chris Grover, Mayor

Attest:

Cynthia L. Niemeier, City Clerk

CITY OF CHENEY
CITY COUNCIL ACTION REQUEST

ISSUE:	State Fire Mob Reimbursement Agreement	AGENDA ITEM #:	20-060
DEPT. OF ORIGIN:	Fire	DATE:	08/25/20
EXHIBITS ATTACHED OR REFERENCED:		1. Resolution E-847 2. State Fire Mob Reimbursement Agreement	

Council Committee Recommendation	Yes		No		None	
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DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Fire Dept / TJ	X			

FISCAL IMPACT	EXPENDITURE REQUIRED:	\$ 0	AMOUNT BUDGETED	\$ 0
	APPROPRIATION REQUESTED:	\$ 0		

SUMMARY:	Council's Approval to enter into the attached Interagency Agreement for the reimbursement of costs incurred while Cheney Fire Department assets are mobilized under the WA State Fire Services Resource Mobilization Plan and applicable RCW's.
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COUNCIL ACTION REQUESTED:	Passage of Resolution E-847
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 X APPROVED FOR AGENDA _____ DISAPPROVED

August 25, 2020

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney
609 Second Street
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON
RESOLUTION E-847**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE PATROL TO PROVIDE FOR REIMBURSEMENTS OF COSTS ASSOCIATED WITH FIRE MOBILIZATIONS.

WHEREAS, the City of Cheney provides fire and emergency response services within the jurisdiction; and

WHEREAS, the Cheney Fire Department is requested on occasion to respond with personnel and equipment to any local fire jurisdiction in the State of Washington to assist in the control and mitigation of an emergency incident; and

WHEREAS, the City of Cheney Fire Department incurs expenses related to the said responses and wishes to be reimbursed for said expenses.

NOW THEREFORE, BE IT RESOLVED, by the Cheney City Council by majority vote hereby authorizes the Mayor to enter into an interagency agreement with Washington State Patrol to provide for reimbursement of allowable costs incurred while its assets are mobilized under applicable RCW's and the Washington State Fire Service Resource Mobilization Plan.

ADOPTED, on this 25th day of August 2020 by the Cheney City Council at their regularly scheduled meeting at the Cheney Council Chambers, 609 Second Street, Cheney, WA 99004.

Chris Grover, Mayor

ATTEST:

Cynthia L. Niemeier, City Clerk

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
CHENEY FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and Cheney Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on January 1, 2019 and ends on December 31, 2023 unless terminated sooner as provided herein.
3. **Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly

authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief of Cheney Fire Department, and Assistant State Fire Marshal Melissa Gannie of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR:
CHENEY FIRE DEPARTMENT

FOR:
WASHINGTON STATE PATROL

Signature

Chris Grover, Mayor City of Cheney

Title

25 August, 2020

Date

Signature

Simon Tee, Chief Contracts Officer

Title

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008