

Ordinance No. 123003

Council Bill No. 116540

AN ORDINANCE relating to the Office of Professional Accountability (OPA) Auditor; approving a professional services contract between the City and the OPA Auditor; and amending a 2009 budget proviso that restricts spending for those professional services.

Related Legislation File:

Date Introduced and Referred: <u>5-26-09</u>	To: (committee): Public Safety, Human Services & Education (PSHSE)
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>6-8-09</u>	Date Presented to Mayor: <u>6-9-09</u>
Date Signed by Mayor: <u>6-10-09</u>	Date Returned to City Clerk: <u>6-18-09</u>
Published by Title Only <input checked="" type="checkbox"/> <u>3p</u>	Date Vetoed by Mayor:
Published in Full Text	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department *ABG*

Council Bill/Ordinance sponsored by: _____

Committee Action:

Date	Recommendation	Vote
<u>6/2/09</u>	<u>MSP</u>	<u>2-0-0</u> <i>TB NL</i>

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
<u>6-8-09</u>	<u>Pass</u>	<u>8-0</u> <i>(TR excused)</i>

Law Department

ORDINANCE 123003

AN ORDINANCE relating to the Office of Professional Accountability (OPA) Auditor; approving a professional services contract between the City and the OPA Auditor; and amending a 2009 budget proviso that restricts spending for those professional services.

WHEREAS, in approving the 2009 Adopted and 2010 Endorsed Budget, the City Council imposed a proviso requiring Council approval of the professional services contract between the City and the Office of Professional Accountability (OPA) Auditor; and

WHEREAS, the Council intends to review and approve not only initial contracts with future OPA Auditors but also any contract amendments; and

WHEREAS, the purpose of the proviso is to ensure that the contract is consistent with the Municipal Code provisions on the OPA Auditor and to provide for Council approval of the financial terms in the contract, and not to create contract terms that are in any way inconsistent with the Municipal Code or that limit the independence of the Auditor within the provisions of the Code; and

WHEREAS, the Mayor has requested that the Council confirm the appointment of Judge Michael Spearman as the OPA Auditor, and has proposed a professional services contract with Judge Spearman; and

WHEREAS, the City Council has approved the appointment of Judge Spearman as the OPA Auditor;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council hereby approves the professional services contract between the City and Michael S. Spearman in Attachment 1, labeled "Agreement for Auditing Services."

Section 2. The budget proviso identified below is amended as follows:

Department: Finance General

Green sheet: 2009, #29-1-A-2

Proviso: None of the money appropriated for 2009 (and none of the money endorsed for 2010) for the Finance General Reserves BCL may be spent for

1 professional services to be provided by the Office of Professional
2 Accountability (OPA) Auditor until the City Council approves a professional
3 services contract by ordinance, and none may be spent for such services
4 subsequent to any amendment to such contract until the City Council
5 approves the amendment.

6 BCL: Finance General Reserves

7
8 Section 3. The approval by this ordinance of the professional services contract between
9 the City and Judge Michael Spearman satisfies the proviso in Section 2 until and unless the
10 contract terminates or is amended.

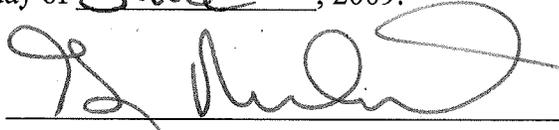
11
12 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
13 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
14 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
15

1 Section 5. Any act consistent with the authority of this ordinance taken after passage of
2 this ordinance is hereby ratified and confirmed.

3
4 Passed by the City Council the 8th day of June, 2009, and signed by
5 me in open session in authentication of its passage this 8th day of June,
6 2009.

7
8 
9 _____
10 President of the City Council

11 Approved by me this 10th day of June, 2009.

12 
13 _____
14 Mayor

15 Filed by me this 18th day of June, 2009.

16 
17 _____
18 Acting City Clerk

19
20 Attachment 1: Agreement for Auditing Services
21 (SEAL)

Attachment 1

AGREEMENT FOR AUDITING SERVICES
SEATTLE POLICE DEPARTMENT
OFFICE OF PROFESSIONAL ACCOUNTABILITY AUDITOR

This AGREEMENT is made between THE CITY OF SEATTLE (the "City") and MICHAEL S. SPEARMAN, Seattle, Washington (the "Auditor") to perform the duties of the Auditor under Seattle Municipal Code Sections 3.28.850-870 (Attachment "A") during the period June 1, 2009 through May 31, 2012.

Section 1. Scope of Services.

The Auditor shall perform the duties of the Office of Professional Accountability Auditor as set forth in the Seattle Municipal Code ("SMC") Sections 3.28.850-870. The Auditor shall provide semi-annual reports as required by SMC Sections 3.28.855. The first report will be due by December 31, 2009.

At least once each quarter the Auditor shall meet together with the OPA Director and the OPA Review Board to discuss emerging issues and areas of concern.

The Auditor, in consultation with the OPA Director and OPA Review Board, will identify substantive policy or procedural areas that will be the subject of enhanced review by the Auditor. These issues shall be addressed by the Auditor in special reports that will be prepared as needed.

All final reports prepared by the Auditor will be submitted to the Mayor, Police Chief, OPA Director and City Council.

The OPA Auditor shall deliver preliminary drafts of any reports to the Mayor, OPA Director and Chief of Police for review and comment. The Mayor, OPA Director and Chief of Police shall review and comment on the preliminary report within 10 working days after receipt of the report. The OPA Auditor shall submit the final report within 10 working days after receipt of the Mayor's, Director's and Chief's comments.

The Auditor shall monitor the progress of all OPA related recommendations being implemented by the police department including the recommendations from the 2007 Police Accountability Review Panel. The Auditor shall report on the implementation status in the regular semiannual reports.

The Auditor shall, as needed, conduct enhanced reviews of all ongoing investigations by OPA IS, with special attention paid to training and interviewing skills as well as a critical review of outcomes.

The Auditor shall, as needed, perform in-depth reviews of substantive policies, procedures and/or training that impact police accountability and/or the disciplinary system.



Attachment 1

The Auditor represents that he has the qualities and characteristics required in SMC Section 3.28.850 and that he will faithfully perform the duties of the Auditor. The Auditor is an independent contractor and shall use his best judgment in determining the manner of performance and reporting. The Auditor shall maintain the confidentiality of departmental files and information as required by SMC Section 3.28.870 in performing his duties.

Section 2. Compensation.

The City shall compensate the Auditor for satisfactory performance of this agreement at the rate of \$160 per hour not to exceed a total of \$100,000 for the period of June 1, 2009 to December 31, 2009 and not to exceed a total of \$ 143,000 for the period of January 1, 2010 to December 31, 2010. The maximum compensation levels are dependent on available funding from the city's budget and are subject to change. The maximum level of compensation for 2011 and 2012 will be determined by the budget allocations made by the City Council.

The Auditor's rate of compensation will be reviewed at the beginning of each calendar year and may be adjusted upon the mutual agreement of the parties.

If the Auditor requires additional technical or staffing support to produce the required semiannual and special reports, a funding request for these resources can be made to the City. Any approved expenditures would be included under the maximum compensation level for the period in question.

The Auditor shall submit an Affidavit for work hours performed to: Department of Finance, City of Seattle, Attention: Public Safety Team Lead, 600 Fourth Avenue, Floor 6; P.O. Box 94747; Seattle, Washington 98124-4747.

The Affidavit shall state the number of hours worked and describe the work performed. The affidavit shall be submitted no later than ten (10) days following the end of each month. Said Affidavits will be supplemented upon request of the City. Payment will be made by warrant about fifteen (15) days after receipt of the Auditor's statement.

Section 3. City Facilities.

The Police Department shall, upon request, provide temporary space for the Auditor to conduct his Audit and provide the use of a telephone, if necessary, and shall cooperate with the Audit.

Section 4. Non-Discrimination / Affirmation Action (SMC Section 20.44.030)

During the performance of this contract, the Auditor agrees as follows:

If the Auditor hires employees, the Auditor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status,



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sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Auditor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Auditor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

The Auditor will, prior to commencement and during the term of this Agreement, furnish to the Director of the Seattle Office for Civil Rights (as used herein Director means the Director of the Seattle Office for Civil Rights or his/her designee) upon his/her request and on such form as may be provided by the Director therefore, a report of the affirmative action taken by the Auditor in implementing the terms of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

If, upon investigation, the Director finds probable cause to believe that the Auditor has failed to comply with any of the terms of these provisions, the contracting authority shall give the Auditor an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to the Auditor, pending compliance by the Auditor with the terms of these provisions.

Failure to comply with any terms of these provisions shall be a material breach of this Agreement.

The foregoing provisions will be inserted in all subcontracts for work covered by this contract.

Section 5. Use of Women's and Minority Business Enterprise.

If this contract generates opportunities for subcontracting, the Auditor shall make every effort to utilize women's business enterprises and minority business enterprises, require that subcontractors do so, and maintain records necessary for monitoring compliance with the provisions of SMC Chapter 20.46, which is incorporated herein by reference. The failure of the Auditor to comply with any of its applicable requirements shall be a material breach of contract.



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Section 6. Audit.

Upon request, the Auditor shall permit the City to inspect and audit all pertinent books and records of the Auditor, any subAuditor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City or Agency, including up to three years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. The Auditor shall supply the City with, or shall permit the City to make a copy of any books and records and any portion thereof. The Auditor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

Section 7. Waiver.

The parties' rights under this Agreement are cumulative. The failure to exercise promptly any right on any occasion does not prevent the exercise of such a right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another. No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default. The payment or acceptance of compensation or expenses reimbursement after a default shall not be deemed a waiver of any right or acceptance of defective performance.

Section 8. Amendment.

The parties reserve the right to modify or amend this Agreement from time to time as deemed necessary, by mutual agreement. No modification or amendment shall be effective unless written and signed by authorized representatives of the parties.

Section 9. Termination.

Either party may terminate this Agreement pursuant to SMC 3.28.850 and upon thirty (30) days written notice or at such time as the City has found a replacement to perform the duties of Auditor, whichever shall occur first. Upon termination of the agreement, the City shall pay the Auditor for all work performed up to the effective date of the termination and the Auditor shall supply the City with all work performed up to that date.

Section 10. Indemnification.

As provided under Chapter 4.64 of the Seattle Municipal Code, the City shall indemnify, hold harmless, and defend the Auditor from all claims, demands, suits, judgments and liabilities (hereinafter "Claim") arising out of the Auditor's performance of his duties pursuant to this Agreement, provided the Auditor shall notify the City as soon as practicable of any such claim and shall fully cooperate with the City in defending against



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such claim. The indemnification provided herein shall survive the termination or expiration of this Agreement.

Section 11. Insurance

A. Insurance Required: The Auditor shall obtain and thereafter maintain continuously throughout the term of this Agreement, at no expense to the City, the insurance enumerated below. In addition, the Auditor shall obtain and thereafter maintain continuously throughout the term of this Agreement, at no expense to the City, professional liability insurance with appropriate coverage levels for the type of legal work performed. The City reserves the right to require the filing of evidence of insurance coverage to determine the Auditor's compliance with these requirements.

1. Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy or policies must provide the following minimum coverage:

Bodily Injury and Property Damage

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap/Employers Liability:

\$1,000,000	Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

Each policy shall be endorsed (by a blanket endorsement or otherwise) to include The City of Seattle, its employees and agents as additional insureds; shall include a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the insurance applies as if each named insured were



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the only named insured, and separately to each insured against whom claim is made or suit is brought; and shall provide that its limits of liability shall not be cancelled without forty-five (45) calendar days prior written notice to the City, except for cases of non-payment of premiums, in which case prior notice shall not be less than ten (10) calendar days. In addition, the Auditor's insurance shall be primary and non-contributory to any coverage maintained by the City. The limits of such insurance shall not, however, limit the liability of Auditor hereunder. The Auditor shall promptly notify the City when the Auditor becomes aware of any material reduction in the aggregate limits of any insurance coverage required under this Agreement.

2. Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy or policies must provide the following minimum limit:

Bodily Injury and Property Damage -
\$ 1,000,000 per accident

3. Errors and Omissions Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Auditor's profession. Coverage should be for a professional negligent error, act or omission arising out of the scope of services shown in the Agreement. The policy form may not exclude:

— Bodily injury or Property damage

The minimum limit of coverage shall be \$1,000,000 per Claim/Aggregate.

4. Worker's Compensation: Worker's Compensation as required by applicable state law in the jurisdictions in which the Auditor is doing business.

- B. Claims Made Form and Deductibles: If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The policy shall state that coverage is "claims made," and state the retroactive date. The Auditor shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail"); or execute another form of guarantee acceptable to the City to assure the Auditor's financial responsibility for liability for services performed.



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Any deductible or self-insured retention must be disclosed on the required certificate and is subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Auditor.

- C. Evidence of Insurance: If evidence of insurance coverage is required, the Auditor shall provide the City's Risk Management Administrator with an original standard form ACORD Certificate of Liability Insurance with attached declaration page to verify Errors and Omissions liability coverage, signed by a licensed insurance agent or broker authorized to do business in the State of Washington, showing the insuring company and policy effective dates. The City reserves the right to obtain a copy of any policy required by this Agreement, including all forms and endorsements.
- D. Insurance Policy Rating: All policies shall be issued by a company rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker), and shall be subject to approval by the City.
- E. Self-Insurance: If the Auditor is self-insured for any of the risks for which insurance is required, the Auditor shall so indicate in a letter signed by an authorized representative of the Auditor, indicating whether the self-insurance is actuarially funded and the fund limits, along with an original standard form ACORD Certificate of Liability Insurance signed by a licensed insurance agent or broker authorized to do business in the State of Washington evidencing excess coverage required to meet the requirements of this Agreement. All self-insurance is subject to the City's prior approval, and the City reserves the right to request documentation in addition to that stated in this paragraph to determine the acceptability of any self-insurance.
- F. SubAuditors: The Auditor shall ensure that each of its subAuditors names The City of Seattle, its employees and agents as additional insureds on any liability and property insurance maintained with regard to the Work, and that all insurance policies shall be made available to the City for inspection upon request.

THE CITY OF SEATTLE

MICHAEL S. SPEARMAN

By _____

By _____

Date: _____

Date: _____



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Legislative	Peter Harris / 684-8368	n.a.

Legislation Title: AN ORDINANCE relating to the Office of Professional Accountability (OPA) Auditor; approving a professional services contract between the City and the OPA Auditor; and amending a 2009 budget proviso that restricts spending for those professional services.

• **Summary of the Legislation:**

This ordinance would approve the professional services contract between the City and the newly appointed and confirmed OPA Auditor, and would amend a budget proviso on the funds in Finance General that are intended to support the contract.

• **Background:**

In approving the 2009 Adopted and 2010 Endorsed Budget, the City Council imposed a proviso requiring Council approval of the professional services contract between the City and the Office of Professional Accountability (OPA) Auditor before the Finance Director spends any of the money appropriated in Finance General to support this contract.

The adopted proviso refers only to Council approval of the contract and not to approval of any amendments to the contract. This was an oversight that is corrected in the ordinance.

The purpose of the proviso is to ensure that the contract is consistent with the Municipal Code provisions on the OPA Auditor and to provide for Council approval of the financial terms in the contract, and not to create contract terms that are in any way inconsistent with the Municipal Code or that limit the independence of the Auditor within the provisions of the Code.

• *Please check one of the following:*

This legislation does not have any financial implications. *(Stop here and delete the remainder of this document prior to saving and printing.)*

This legislation has financial implications. *(Please complete all relevant sections that follow.)*

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.*



Fund Name and Number	Department	Budget Control Level*	2009 Appropriation	2010 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: The 2009 Adopted Budget for the Finance General Reserves Budget Control Level includes \$132,000 for a Recurring Reserve to support the professional services contract between the City and the Office of Professional Accountability (OPA) Auditor.

Anticipated Revenue/Reimbursement: Resulting From This Legislation: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2009 Revenue	2010 Revenue
TOTAL				

Notes:

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: *This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.*

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2009 Positions	2009 FTE	2010 Positions*	2010 FTE*
TOTAL							

* 2010 positions and FTE are total 2010 position changes resulting from this legislation, not incremental changes. Therefore, under 2010, please be sure to include any continuing positions from 2009.

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date):

Spending/Cash Flow: *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*



Fund Name & #	Department	Budget Control Level*	2009 Expenditures	2010 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

If the Council does not approve the contract between the City and the Auditor, the funds in Finance General will not be spent. The City would also not be able to comply with SMC Chapter 3.28 Subchapter VIII, which calls for the OPA Auditor.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

None.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No.

- **Other Issues** *(including long-term implications of the legislation):*

Please list attachments to the fiscal note below:



STATE OF WASHINGTON – KING COUNTY

--SS.

240691
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

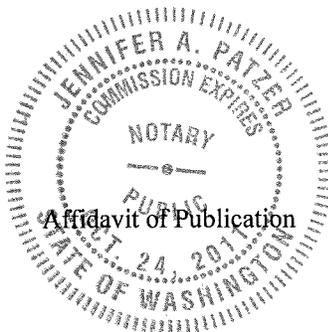
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123002-123008

was published on

06/23/09

The amount of the fee charged for the foregoing publication is the sum of \$ 120.28, which amount has been paid in full.



Samela Oglesby

Subscribed and sworn to before me on
06/23/09 *Jennifer Patzer*

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 8, 2009, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123008

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 123007

AN ORDINANCE authorizing, in 2009, acceptance of funding from non-City sources; authorizing the heads of the Seattle Public Library, the Seattle Department of Transportation, the Seattle Police Department, the Seattle Public Utilities, the Department of Parks and Recreation, the Seattle Fire Department, the Seattle Office for Civil Rights, the Office for Education, and the Fleets and Facilities Department to accept specified grants and private funding and to execute, deliver, and perform corresponding agreements.

ORDINANCE NO. 123006

AN ORDINANCE relating to appropriation authority, amending the 2008 Adopted Budget and the 2009 Adopted Budget, including the 2009-2014 Capital Improvement Program (CIP) and the Position List; changing appropriations to various departments and budget control levels, and from various funds in the Budget; creating a new budget control level and amending an existing budget control level's purpose statement; accepting subsidized loans; making cash transfers between various City funds; creating exempt and non exempt positions; establishing new appropriations; and adding new projects, revising project descriptions and allocations in the 2009-2014 CIP for certain projects; imposing provisos on certain existing appropriations; all by a three-fourths vote of the City Council.

ORDINANCE NO. 123005

AN ORDINANCE related to the sale and redevelopment of the former Public Safety Building block; authorizing the execution of amendments to the Purchase and Sale Agreement, the Civic Square Project Agreement, and other related documents necessary to continue implementation of the sale and redevelopment of such property, as previously authorized by Ordinance 122612.

ORDINANCE NO. 123004

AN ORDINANCE ratifying and confirming a reciprocal lease agreement between the City of Seattle, acting through its Department of Parks and Recreation, and Seattle School District #1 concerning Helene Madison Pool and Ingraham High School.

ORDINANCE NO. 123003

AN ORDINANCE relating to the Office of Professional Accountability (OPA) Auditor; approving a professional services contract between the City and the OPA Auditor; and amending a 2009 budget proviso that restricts spending for those professional services.

ORDINANCE NO. 123002

AN ORDINANCE relating to the 2008 Parks and Green Spaces Levy; amending the 2009 Adopted Budget and 2009-2014 Capital Improvement Program; establishing 2008 Parks Levy programs and projects that will serve as an economic stimulus; creating new budget control levels; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, June 23, 2009.

6/23(240691)