

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the February 6, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of February 6, 2023:**

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2490 270 4083; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, February 6, 2023. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2 OPEN FORUM**

- A. At the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

**Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.

- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 6, 2023

### **MISSION STATEMENT**

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES  
THAT FACILITATE ECONOMIC OPPORTUNITY  
AND ENHANCE QUALITY OF LIFE.**

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers for February 6, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

**Please note the space in user name.  
Both user name and password are case sensitive.**

## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

## **BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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## **EXECUTIVE SESSION**

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED  
COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

(Announcements Regarding Adjustments to the City Council Agenda)



# NO BOARDS AND COMMISSIONS APPOINTMENTS

## ADMINISTRATIVE REPORTS

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### OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

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## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 1. | Value Blanket Order with Dell Marketing L.P. (Austin, TX), to approve purchases without bringing each purchase over the City purchase limit to City Council for approval, for hardware technology equipment utilizing NCPA Contract No. 01-143 from February 6, 2023 through November 30, 2025—\$750,000 annually (plus tax). (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2023-0073                |
| 2. | Contract Renewal with PMWeb, Inc. (Adventura, FL) for continued annual support and maintenance of the capital project management software from February 1, 2023 through January 31, 2024—\$110,100 (plus tax). (Council Sponsor: Council Member Cathcart)   | Approve | OPR 2017-0005<br>RFP 4196-16 |
| 3. | Contract with Structured Communication Systems, Inc. (Clackamas, OR) for Nutanix Clusters and VMWare VSphere licenses from February 6, 2023, through February 13, 2028 utilizing GSA Contract No. 47QSWA18D008F—\$414,740.52 (plus tax). (Council Sponsor: Council Member Wilkerson)  | Approve | OPR 2023-0074                |

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|---|--|--|
| <p>4. <b>Contract Renewal No. 3 of 4 with Desimone Consulting Group (Seattle, WA) for Federal Lobbying Services from January 1, 2023, through December 31, 2023—\$80,000. (Council Sponsors: Council President Beggs and Council Member Wilkerson)</b></p>  | <p><b>Approve</b></p>                                  | <p><b>OPR 2020-0506<br/>RFP 5191-19</b></p>  |
| <p>5. <b>Contract Renewal with Evergreen State Towing, LLC (Spokane) for impound and abandoned RV disposal services for the Spokane Police Department from January 1, 2023, through December 31, 2024—\$500,000 (plus tax). (Council Sponsor: Council Member Kinnear)</b></p>   | <p><b>Approve</b></p>                                  | <p><b>OPR 2021-0130<br/>IRFP 5372-20</b></p> |
| <p>6. <b>Personal Services Agreement with EMS Connect (Spokane) for Emergency Medical Technician (EMT) Certification Training for Spokane Fire Department recruits from January 1, 2023, through December 31, 2025—\$262,500 (plus tax). (Council Sponsors: Council Members Cathcart and Kinnear)</b></p>                   | <p><b>Approve</b></p>                                  | <p><b>OPR 2023-0075<br/>IRFP 5738-22</b></p> |
| <p>7. <b>Contract with Numerica Credit Union (Spokane) for administration of an American Rescue Plan Act (ARPA) down payment assistance program—\$1,500,000. (Council Sponsors: Council President Beggs and Council Member Wilkerson)</b></p>   | <p><b>Approve &amp;<br/>Authorize<br/>Contract</b></p> | <p><b>OPR 2023-0076</b></p>                  |
| <p>8. <b>Assistance Awards in accordance with the approved Tranche 3 of ARPA Allocations:</b></p>   | <p><b>Approve<br/>All</b></p>                          |  |
| <p>a. <b>Not-for-profit Assistance Awards to 56 local not-for-profit entities—\$2,322,519.92.</b></p>   |  | <p><b>OPR 2023-0077</b></p>                  |
| <p>b. <b>Small Business Assistance Awards to 38 local small businesses—\$1,351,327.17.<br/>(Council Sponsors: Council Members Stratton and Wilkerson)</b></p>   |  | <p><b>OPR 2023-0078</b></p>                  |
| <p>9. <b>Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through January 27, 2023, total \$9,878,694.43, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,085,511.49.</b></p> | <p><b>Approve &amp;<br/>Authorize<br/>Payments</b></p> | <p><b>CPR 2023-0002</b></p>                  |
| <p>10. <b>City Council Meeting Minutes: January 23 and February 2, 2023.</b></p>  | <p><b>Approve<br/>All</b></p>                          | <p><b>CPR 2023-0013</b></p>                  |

**Request motion to suspend Council Rules and add the following item (OPR 2023-0108):**

- 11. **Contract with CompuNet, Inc. (Grangeville, ID) to upgrade the SCADA system at the Riverside Park Water Reclamation Facility with Nutanix hardware and software from February 1, 2023, through December 31, 2023—\$339,596.08 (plus tax). (Council Sponsor: Council Member Kinnear)** **Approve**      **OPR 2023-0108**

**Mike Cannon**

**ACTION ON CONSENT AGENDA**

# **LEGISLATIVE AGENDA**

## **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**ORD C36353**      (This action carries over budget authority for 2022 obligated budget items that were not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance C36345, passed December 12, 2022.) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

**ORD C36354**      **CD/HS Operations Fund**  
 1) Add one classified Program Specialist position (from 2 to 3).  
 2) Add one classified Program Professional position (from 4 to 5).  
 A) There is no change to the overall appropriation level in the CD/HS Operations Fund.

(This action arises from the need to account for a staffing change made after budget development.) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

## **NO EMERGENCY ORDINANCES**

# RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

**Request motion to suspend Council Rules and add the following items (RES 2023-0014 through RES 2023-0016):**

**RES 2023-0014** Declaring City Council’s intention to establish a sales and use tax deferral program to promote the redevelopment of underdeveloped land in urban areas and setting a hearing for February 27, 2023. (Council Sponsors: Council Members Zappone and Kinnear)

**Council Member Zappone**

**RES 2023-0015** Declaring an emergency and authorizing the City of Spokane to sign a consultant contract for assessment of the feasibility of the purchase of the Premera Campus and its usage by City departments. (Relates to Special Considerations Item S.1.) (Council Sponsors: Council President Beggs and Council Member Cathcart)

**Matt Boston**

**RES 2023-0016** Authorizing the allocation of \$150,000 from the Traffic Calming Measures Fund towards the design and construction of a Howard Street Promenade. (Council Sponsors: Council President Beggs and Council Members Cathcart and Zappone)

**Council Member Zappone**

## NO FINAL READING ORDINANCES

## NO FIRST READING ORDINANCES

# SPECIAL CONSIDERATIONS

## RECOMMENDATION

**Request motion to suspend Council Rules and add the following item (OPR 2023-0109):**

<b>S1.</b>	Consideration of Consultant Contract with Integrus Architecture for assessment of the feasibility of the purchase of the Premera Campus and its usage by City departments. (Relates to RES 2023-0015) (Council Sponsors: Council President Beggs and Council Member Cathcart)	<b>Council Decision</b>	<b>OPR 2023-0109</b>
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**Matt Boston**

## NO HEARINGS

**ADJOURNMENT**

The February 6, 2023, Regular Legislative Session of the City Council is adjourned to February 13, 2023.

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**NOTES**

**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2023-0073
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5300 DELL VALUE BLANKET

**Agenda Wording**

Approval to purchase technology equipment (hardware) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$750,000 annually plus sales tax, term of value blanket 02/06/2023- 11/30/2025.

**Summary (Background)**

National Cooperative Purchasing Alliance (NCPA) provides procurement resources that result in cooperative purchasing advantages for public and government agencies. NCPA cooperative purchasing contracts ensure all public agencies are receiving products and services of the highest quality at the lowest prices. We will utilize NCPA contract 01-143 for Technology Solutions, Products and Services and NCPA contract 01-153 for IT Security and Data Protection Solutions.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ \$750,000 plus sales tax annually

Select \$

Select \$

Select \$

**Budget Account**

# Various Accounts

#

#

#

**Approvals**

**Dept Head** FINCH, ERIC

**Division Director** FINCH, ERIC

**Finance** BUSTOS, KIM

**Legal** HARRINGTON, MARGARET

**For the Mayor** PERKINS, JOHNNIE

**Additional Approvals**

**Purchasing** WAHL, CONNIE

**Council Notifications**

**Study Session\Other** Finance Committee  
1/23/23

**Council Sponsor** CM Wilkerson

**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Charles Anglin - Charles\_Anglin@dell.com

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CW Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 1/23/2023
<b>Agenda Item Name</b>	5300 Dell Value Blanket
<b>Summary (Background)</b>	National Cooperative Purchasing Alliance (NCPA) provides procurement resources that result in cooperative purchasing advantages for public and government agencies. NCPA cooperative purchasing contracts ensure all public agencies are receiving products and services of the highest quality at the lowest prices. We will utilize NCPA contract 01-143 for Technology Solutions, Products and Services and NCPA contract 01-153 for IT Security and Data Protection Solutions.
<b>Proposed Council Action &amp; Date:</b>	Pass/Approval from Council to purchase technology equipment (hardware) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$750,000 annually plus sales tax, term of value blanket 02/06/2023 – 11/30/2025.
<b>Fiscal Impact:</b> \$ 750,000 plus sales tax annually Total Cost: \$ 750,000 plus sales tax annually Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Specify funding source: Various Department Codes  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
N/A	



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, December 1<sup>st</sup>, 2022

Dell Marketing L.P.  
ATTN: Stacey Skala  
One Dell Way  
Round Rock, TX 78682

Dear Stacey:

Region XIV Education Service Center is happy to announce that Dell Marketing L.P. has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30<sup>th</sup>, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Dell Marketing L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane Fields".

Shane Fields  
Region XIV, Executive Director



**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2017-0005
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP4196-16
<b>Requisition #</b>	CR 24419

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 PMWEB ANNUAL SUPPORT & MAINTENANCE

**Agenda Wording**  
 Contract with PMWeb, Inc for continued Annual Support and Maintenance of the Capital Project Management Software. Contract term February 1, 2023 through January 31, 2024. Contract amount is \$110,100.00 excluding tax.

**Summary (Background)**  
 The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$94,600 excluding taxes. This year's total is \$110,100 excluding taxes. The increase is due to additional licenses for City and County.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral \$ \$110,100.00 (base amount)		# 5300-73300-18850-54214-99999
Expense \$ \$9,909.00 (sales tax)		# 5300-73300-18850-54214-99999
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FINCH, ERIC	<b>Study Session\Other</b>	Finance Committee 01/23/23
<b>Division Director</b>	FINCH, ERIC	<b>Council Sponsor</b>	CM Michael Cathcart
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
<b>Additional Approvals</b>		Legal - mharrington@spokanecity.org	
<b>Purchasing</b>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Michael Vernon - michael.vernon@pmweb.com	

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Michael Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 1/23/2023
<b>Agenda Item Name</b>	PMWeb Annual Software Maintenance and Support
<b>Summary (Background)</b>	The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$94,600 excluding tax. This year's total is \$110,100 excluding tax. The increase is due to additional licenses for City and County.
<b>Proposed Council Action &amp; Date:</b>	Pass/Approval from Council on February 6, 2023
<b>Fiscal Impact:</b> Total Cost: \$110,100 excluding taxes Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 5300-73300-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Other budget impacts: NA	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Capital Project Management and engineering software.	



City of Spokane

**CONTRACT RENEWAL**

Title: **CAPITOL PROJECT MANAGEMENT SOFTWARE AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 1 Pope Street, Wakefield, Massachusetts, 01880 ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and*

*WHEREAS, the parties wish to continue these services, thus the original Contract needs to be formally renewed by this written document; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated January 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on February 1, 2023 and shall end on January 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED TEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$110,100.00)**, plus applicable tax, in accordance with Consultant's October 4, 2022 Estimate, attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

**PMWEB**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment  
PMWeb Estimate No. 11822302

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

# Estimate

**Estimate #:** 11822302  
**Estimate Date:** 10/4/2022  
**PO Number:**

**Bill To:**

City of Spokane  
 INFORMATION TECHNOLOGY DEPARTMENT  
 Seventh Floor, City Hall, 808 West Spokane Falls Blvd  
 Spokane, WA 99201

PMWeb Annual SaaS: 2/1/2023 - 1/31/2024

Description	Qty	U/M	Rate	Amount
<b>PMWeb Toolbox</b>				
Basic User Pool S&M Renewal (Discounted 100%)	1	Y	0.00	0.00
<b>Subtotal: Toolbox</b>	<b>1</b>			<b>0.00</b>
<b>PMWeb SaaS</b>				
Dedicated Server Renewal	2	Y	6,000.00	12,000.00
SaaS Full User License Fee	31	Y	1,500.00	46,500.00
SaaS Guest Concurrent User License Fee	30	Y	1,200.00	36,000.00
SaaS Guest Named User License Fee	26	Y	600.00	15,600.00
<b>Subtotal: SaaS</b>	<b>89</b>			<b>110,100.00</b>

Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements	***All amounts are shown in Dollars (USD)***	
Please note that this is an estimate only. Please review this estimate for accuracy. If you would like to make changes to your licensing, or if you feel there is an error in this estimate, please contact us by email to <a href="mailto:accounting@pmweb.com">accounting@pmweb.com</a> or by telephone, 1 (617) 207-7080 and when prompted, press 2 for Accounting. If we are not contacted, we will send you an invoice based on this estimate at the beginning of the month following the delivery of this estimate.	<b>Total</b>	<b>\$110,100.00</b>



< Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** PMWEB. INC.

**Business name:** PMWEB

**Entity type:** [Corporation](#)

**UBI #:** 604-755-303

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2875 NE 191ST ST  
PH 6  
AVENTURA FL 33180-2894

**Mailing address:** 1 POPE ST  
WAKEFIELD MA 01880-2179



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements


Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
SeaTac General Business - Non-Resident				Active	May-31-2023	May-10-2021
Spokane General Business - Non-Resident				Active	May-31-2023	May-07-2021

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
VERNON, MICHAEL	

## Registered Trade Names

Registered trade names	Status	First issued
PMWEB	Active	May-04-2021

The Business Lookup information is updated nightly. Search date and time:  
10/17/2022 11:21:01  M



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## Contact us

How are we doing?

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Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Tarpey Insurance Group, Inc. 807 Massachusetts Avenue Lexington, MA 02420	CONTACT NAME: James Tarpey	
	PHONE (A/C No. Ext): 781-861-7878	FAX (A/C. No.):
	E-MAIL ADDRESS: james@tarpeyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
<b>INSURED</b> PMWeb, Inc. 2875 NE 191st Street, PH6 Aventura, FL 33180	INSURER A : Hartford Underwriters Insurance Company	
	INSURER B : Travelers Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>General Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08 SBM AL5KWN	05/07/2022	05/07/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08 SBM AL5KWN	05/07/2022	05/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08 SBM AL5KWN	05/07/2022	05/07/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime			10690039	04/03/2022	04/03/2023	Employee Dishonesty \$1,000,000 Computer Fraud \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 992013344	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.5em;">James Tarpey</div>
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AssuredPartners of New Jersey LLC 20 Commerce Drive  Suite 200  Cranford NJ 07016		<b>CONTACT NAME:</b> Deana Kotsianas <b>PHONE (A/C, No, Ext):</b> (732) 574-8000 <b>E-MAIL ADDRESS:</b> CertificatesAPCranford@AssuredPartners.com		<b>FAX (A/C, No):</b> (732) 574-8001
<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Indemnity Ins Co				18058
<b>INSURED</b>  PmWeb, Inc 2875 NE 191st Street, PH6  Aventura FL 33180				
<b>INSURER B:</b>				
<b>INSURER C:</b>				
<b>INSURER D:</b>				
<b>INSURER E:</b>				
<b>INSURER F:</b>				

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2211141068                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Security Liability			PHSD1754399	11/04/2022	11/04/2023	Network Security & Priv \$5,000,000 Deductible \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Professional Liability Philadelphia # PHSD1706158  
Policy Term 4/15/2022-4/15/2023  
Each Claim: \$5,000,000  
Policy Aggregate \$5,000,000  
Deductible- Each Claim \$25,000

**CERTIFICATE HOLDER**

City of Spokane 808 W. Spokane Falls Blvd  Spokane WA 99201-3344
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**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE  <i>Donatella G. Penna Jr.</i>

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**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/24/2023
<b>Clerk's File #</b>	OPR 2023-0074
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 24418

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 STRUCTURED NUTANIX SERVERS AND LICENSING

**Agenda Wording**  
 Contract with Structured Communication Systems for Nutanix Clusters and VMWare VShphere licenses. Contract term to begin 2/6/23 - 2/13/28 for a total cost of \$414,740.52 plus applicable sales tax. Government pricing via GSA Contract# 47QSWA18D008F.

**Summary (Background)**  
 New purchase with Structured Communication Systems for Nutanix Clusters, servers, and five (5) years of support including 60 hours of professional services. Also, VMware VSphere Enterprise licenses including 2-year subscription/support. This purchase is needed due to Spokane City's Disaster Recovery plan. The cost of the entire purchase will be \$414,740.52 plus any applicable sales tax. Utilizing Federal GSA Contract# 47QSWA18D008F for government discounted pricing.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 414,740.52 (base amount)	# 5310-73100-94180-56409
Expense	\$ \$37,326.65 (estimated sales tax)	# 5310-73100-94180-56409
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FINCH, ERIC	<b>Study Session\Other</b>	Finance Committee 01/23/23
<b>Division Director</b>	FINCH, ERIC	<b>Council Sponsor</b>	CM Wilkerson
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
<b>Additional Approvals</b>		Legal - mharrington@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Casey Richmond - crichmond@structured.com	

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CW Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 1/23/2023
<b>Agenda Item Name</b>	5300 Structured Nutanix Servers and Licensing
<b>Summary (Background)</b>	New contract purchase with Structured Communication Systems for Nutanix Clusters, servers, and five (5) years of support including 60 hours of professional services. Also, VMware VSphere Enterprise licenses including 2-year subscription/support. This purchase is needed due to Spokane City's Disaster Recovery plan. The cost of the entire purchase will be \$414,740.52 plus any applicable sales tax. Utilizing Federal GSA Contract# 47QSWA18D008F for government pricing and selection of the vendor.
<b>Proposed Council Action &amp; Date:</b>	Pass/Approval from Council on February 6 <sup>th</sup> , 2023.
<b>Fiscal Impact:</b> \$414,740.52 plus sales tax Total Cost: \$414,740.52 plus sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 5310-73100-94180-56409  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  Not applicable – annual software maintenance	



**City of Spokane**

**CONTRACT**

Title: **NUTANIX SERVERS, LICENSING AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 9200 SE Sunnybrook Blvd. Suite 250, Clackamas, Oregon 97015, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Nutanix Clusters, servers, and five (5) years of support including 60 hours of professional services. Also, VMware VSphere Enterprise licenses including 2-year subscription/support, in accordance with Company's Quote # 202112-84978\_R6, attached as Exhibit B. Company was selected from Federal GSA Contract# 47QSWA18D008F. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin February 6, 2023, and run through February 6, 2028, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company **FOUR HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY AND 52/100 DOLLARS (\$414,740.52)**, plus tax, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. DEBARMENT AND SUSPENSION. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.



18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

**STRUCTURED COMMUNICATION  
SYSTEMS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
  - Exhibit B – Company's Quote # 202112-84978\_R6
- 23-016

**EXHIBIT A  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black;"/> Signature
<hr style="border: none; border-top: 1px solid black;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black;"/> Date (Type or Print)

**EXHIBIT B**

Company Name: **City of Spokane**  
 Contact: **Mike Sloon**  
 Email: [msloon@spokanecity.org](mailto:msloon@spokanecity.org)  
 Phone: (509) 625-6460



Account Executive: **Craig Schurter**  
 23403 East Mission Ave, Suite 216 Liberty Lake, WA 99019  
 Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>Nutanix NX-8235N Clusters for City of Spokane (5 Years)</u></b>						
<b><u>Pricing per GSA Contract #47QSWA18D008F with Additional Discounting</u></b>						
1		(Qty 2) Nutanix NX-8235N-G8-T2 Dual-Node Blocks - ea.Node w/1TB Cache, LOM Module: 1 x Broadcom Dual-Port 25/10GbE NIC (BCM 57416), 2 x Broadcom Dual-Port 25/10GbE NIC (BCM57414), 4 x 12TB HDD's, 2 x 7.68TB SSD Drives		\$160,000.00		\$111,955.36
2		NX-8235N HW Support - 5 Yrs.		\$20,000.00		\$13,236.72
3		(Qty144) Nutanix Cloud Infrastructure Pro SW & Production Services w/Advanced Replication Add-on for 1 CPU Core - 5 Yrs.		\$242,640.00		\$230,902.56
4		(Qty 8) VMware VSphere 8 Enterprise Plus Licensing for 1 Proc		\$30,020.00		\$27,492.40
5		Production Support/Subscription - 2Yrs.		\$15,808.00		\$15,328.48
6		Structured Professional Services for Migration - 60 Hrs.		\$15,000.00		\$15,000.00
		<b>Shipping Estimate:</b>				<b><u>\$825.00</u></b>
		<b>Estimated Sales Tax</b>				<b>\$37,326.65</b>
		<b>GRAND TOTAL:</b>		<b><u>\$483,468.00</u></b>		<b><u>\$452,067.17</u></b>

**\*Sales tax rates are an estimate and are subject to change. Rates are dictated by the State that the items are being shipped. Freight may be taxable, depending on State regulations.**

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><i>Solution Line Item Detail:</i></b>						
<b><u>(Qty 2) Nutanix NX-8235N-G8-T2 Dual-Node Blocks - ea.Node w/1TB Cache, LOM</u></b>						
<b><u>Module: 1 x Broadcom Dual-Port 25/10GbE NIC (BCM 57416), 2 x Broadcom Dual-Port 25/10GbE NIC (BCM57414), 4 x 12TB HDD's, 2 x 7.68TB SSD Drives</u></b>						
7	<i>NX-8235N-G8-T2</i>	NX-8235N-G8-T2, 2 Nodes , Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 2	2	\$80,000.00	\$55,977.68	\$111,955.36
8	<i>C-MEM-128GB-3200-CM</i>	128GB Memory Module (3200MHz DDR4 RDIMM)	32	\$0.00	\$0.00	\$0.00
9	<i>C-HDD-12TB-AA-CM</i>	12 TB 3.5" HDD	16	\$0.00	\$0.00	\$0.00
10	<i>C-SSD-7.68TB-A-CM</i>	7.68 TB SSD	8	\$0.00	\$0.00	\$0.00
11	<i>C-LOM-10G2D1BT-CM</i>	LOM Module: Broadcom 10GbE, 2-port, Base-T NIC (BCM 57416)	4	\$0.00	\$0.00	\$0.00
12	<i>C-NIC-25G2D1-CM</i>	Broadcom 25/10GbE, 2-port, NIC (BCM57414);transceiver not included	8	\$0.00	\$0.00	\$0.00
13	<i>C-PSU-2200-TR2-CM</i>	2200 W Power supply unit	4	\$0.00	\$0.00	\$0.00
14	<i>C-PWR-4FC13C14B-CM</i>	C13/C14, 15A, 4ft Power cord	4	\$0.00	\$0.00	\$0.00
<b><i>SUBTOTAL</i></b>						<b><u>\$111,955.36</u></b>
<b><u><i>NX-8235N HW Support - 5 Yrs.</i></u></b>						
15	<i>S-HW-PRD-T4</i>	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	4	\$5,000.00	\$3,309.18	\$13,236.72
16	<i>Support-Term</i>	Support Term in Months	60	\$0.00	\$0.00	\$0.00
<b><i>SUBTOTAL</i></b>						<b><u>\$13,236.72</u></b>
<b><u>(Qty144) Nutanix Cloud Infrastructure Pro SW &amp; Production Services w/Advanced Replication Add-on for 1 CPU Core - 5 Yrs.</u></b>						
17	<i>SW-NCI-D-PRO-PR-5YR</i>	Subscription, Nutanix Cloud Infrastructure Data (NCI-D) Pro Software License & Production Software Support Service for 1 CPU Core, 5 Years	144	\$1,500.00	\$1,427.44	\$205,551.36
18	<i>Term-Months</i>	Term in months	60	\$0.00	\$0.00	\$0.00
19	<i>SWA-NCI-D-ADR-PR-5YR</i>	Subscription, Nutanix Cloud Infrastructure Data (NCI-D) Advanced Replication add-on Software License & Production Software Support Service for 1 CPU Core, 5 Years	144	\$185.00	\$176.05	\$25,351.20
20	<i>Term-Months</i>	Term in months	60	\$0.00	\$0.00	\$0.00
<b><i>SUBTOTAL</i></b>						<b><u>\$230,902.56</u></b>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>(Qty 8) VMware VSphere 8 Enterprise Plus Licensing for 1 Proc</u></b>						
21	VS8-EPL-C-T1	CUSTOMER PURCHASING PROGRAM T1 VMWARE VSPHERE 8 ENTERPRISE PLUS FOR 1 PROCESSOR	8	\$3,752.50	\$3,436.55	\$27,492.40
<b>SUBTOTAL</b>						<b><u>\$27,492.40</u></b>
<b><u>Production Support/Subscription - 2Yrs.</u></b>						
22	VS8-EPL-P-SSS-C	SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 8 ENTERPRISE PLUS FOR 1 PROCESSOR FOR 1 YEAR	16	\$988.00	\$958.03	\$15,328.48
<b>SUBTOTAL</b>						<b><u>\$15,328.48</u></b>
<b><u>Structured Professional Services for Migration - 60 Hrs.</u></b>						
23	PROF-SERVICES.DCS	DCS Services - ESTIMATE ONLY - Signed SOW Required	60	\$250.00	\$250.00	\$15,000.00
<b>SUBTOTAL</b>						<b><u>\$15,000.00</u></b>
Prepared by: <u>Devyn Mascott</u>						
Please contact the person listed above at Structured for any questions regarding this quotation.						

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
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Notes:

1. Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <http://www.structured.com/terms/>, apply to this and all quotations.

Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.

2. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations.

Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.

3. Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.

4. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.

5. Remit To Address: 9200 SE Sunnybrook Blvd., Suite 250, Clackamas OR, 97015

*This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.*

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or [orders@structured.com](mailto:orders@structured.com)**

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Shipping Address:**

Street:  
City, ST Zip:  
Contact:  
Phone:  
Email:

Preferred Shipping Method: *Ground* \_\_\_\_\_ *2nd Day* \_\_\_\_\_ *Overnight* \_\_\_\_\_

Date Needed:

**Customer Reference / Purchase Order Number:** \_\_\_\_\_

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< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** STRUCTURED COMMUNICATION SYSTEMS, INC.

**Business name:** STRUCTURED COMMUNICATION SYSTEMS INC

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-478-854

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 9200 SE SUNNYBROOK BLVD  
STE 250  
CLACKAMAS OR 97015-5764

**Mailing address:** 9200 SE SUNNYBROOK BLVD  
STE 250  
CLACKAMAS OR 97015-5764

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
<a href="#">Bainbridge Island General Business - Non-Resident</a>				On Hold	Dec-31-2023	Feb-12-2020
<a href="#">Castle Rock General Business - Non-Resident</a>	888.0			On Hold	Dec-31-2023	May-08-2019
<a href="#">Spokane General Business - Non-Resident</a>	T12088451BUS			Active	Dec-31-2023	Oct-15-2012

**Governing People** May include governing people not registered with Secretary of State

Governing people	Title
FOWLER, RONALD	

**Registered Trade Names**





Registered trade names

Status

First issued

Registered trade names

Status

First issued

STRUCTURED COMMUNICATION SYSTEMS, INC. Active

Jan-25-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/5/2023 9:17:34 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (OR) Heffernan Insurance Brokers 5100 S Macadam Ave., Suite 440 Portland OR 97239  License#: 0564249 STRUCOM-01	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 503-226-1320 <b>FAX (A/C. No.):</b> 503-226-1478 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D : The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER F : Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Company	22306	INSURER B : Allmerica Financial Benefit Insurance Company	41840	INSURER C : Hanover Insurance Company	22292	INSURER D : The Hanover Insurance Company	22292	INSURER E : Philadelphia Indemnity Insurance Company	18058	INSURER F : Hiscox Insurance Company Inc.
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<b>INSURED</b> Structured Communication Systems, Inc. 9200 SE Sunnybrook Blvd., Ste 250 Clackamas OR 97015														

**COVERAGES** **CERTIFICATE NUMBER:** 393909020 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP <input checked="" type="checkbox"/> \$1MM/\$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZD2J26951300	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	AW2J26960800	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH2J26951700	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Prod/Comp Ops Agg \$ 8,000,000
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W22J21659100 WM2J26954000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Tech E&O and Cyber Excess Tech E&O \$5M XS \$5M Employee Dishonesty			LH2J26958200 PHSD1767248 UC2469029723	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	Aggregate Limit \$5,000,000 Aggregate Limit \$5,000,000 Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Excluded Individual, Worker's Compensation Policy #W22J21659100: Ronald Fowler  
 RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required. The Waiver of Subrogation has been requested from the auto carrier and if approved will be forwarded when received.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201-3316	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II – WHO IS AN INSURED:**

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs **1.b.** and **1.d.** are replaced by the following:

**1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/24/2023
<b>Clerk's File #</b>	OPR 2020-0506
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	MATT BOSTON 625-6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0320 - DESIMONE CONTRACT RENEWAL

**Agenda Wording**

Desimone Consulting provides federal lobbying and this is a one year contract renewal. Expiration is dated as 12/31/2023. This is the third of four optional 1 year renewals.

**Summary (Background)**

Federal lobbyist are working on City initiatives that help the City of Spokane residents and historically excluded communities through Council and Administrative direction. Federal lobbying done aligns with Council lobbying priorities set forth by Council.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 80,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 0320-36100-11600-54101

#

#

#

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** 1/23/23 Finance

**Council Sponsor** CP Beggs, CM Wilkerson

**Distribution List**

Rick Desimone rick@desimonecg.com

epoulsen@spokanecity.org

mboston@spokanecity.org

laga@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Erik Poulsen
<b>Contact Email &amp; Phone</b>	<a href="mailto:epoulsen@spokanecity.org">epoulsen@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs & CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Desimone Contract Renewal
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Desimone Consulting provides federal lobbying and this is a one year contract renewal. Expiration is dated as 12/31/2023.
<b>Proposed Council Action</b>	Approve on 2/6/2023
<b>Fiscal Impact</b>	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Federal lobbyist are working on City initiatives that help the City of Spokane residents and historically excluded communities through Council and Administrative direction.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Reporting on initiatives and work performed will be done by lobbyists and intergovernmental affairs	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data collection on initiatives and work performed will be done by lobbyists and intergovernmental affairs	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Federal lobbying done aligns with Council lobbying priorities set forth by Council.	





**City of Spokane**  
**CONTRACT RENEWAL 3 of 4**  
Title: **FEDERAL LOBBYING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 1301 Second Avenue, Suite 2850, Seattle, WA 98101, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and*

*WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the third of those renewals.*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 10, 2020 and May 6, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on January 1, 2023 and shall end on December 31, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND 00/100 DOLLARS, (\$80,000)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

**DESIMONE CONSULTING GROUP**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

**ATTACHMENT A  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

March 14, 2022

For Informational Purposes  
78 ORCHARD RD  
TACOMA WA 98406-7618

#### Account Information:

Policy Holder Details :	DESIMONE CONSULTING LLC
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#### Contact Us

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##### Need Help?

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HOWARD INSURANCE AGENCY INC 42620132 2847 PENN FOREST BLVD STE 101 ROANOKE VA 24018	<b>CONTACT NAME:</b> PHONE (301) 652-2500      FAX (301) 655-2530 (A/C, No. Ext):      (A/C, No.): <b>E-MAIL ADDRESS:</b> <div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE      NAIC#</div> <b>INSURER A:</b> Sentinel Insurance Company Ltd.      11000 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____
<b>INSURED</b> DESIMONE CONSULTING LLC 78 ORCHARD RD TACOMA WA 98406-7618	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WW2	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X General Liability</b>			42 SBM IH4247	02/14/2022	02/14/2023	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000				
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42 SBM IH4247	02/14/2022	02/14/2023	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>X UMBRELLA LIAB EXCESS LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:			42 SBM IH4247	02/14/2022	02/14/2023	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<b>EMPLOYMENT PRACTICES LIABILITY</b>						Each Claim Limit \$10,000 Aggregate Limit \$10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

For Informational Purposes  
 78 ORCHARD RD  
 TACOMA WA 98406-7618

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Suzanne S. Castaneda*

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### License Information:

[New search](#) [Back to results](#)

**Entity name:** DESIMONE CONSULTING LLC

**Business name:** DESIMONE CONSULTING, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-162-296

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 701 PIKE ST  
STE 1400  
SEATTLE WA 98101-3927

**Mailing address:** 401 FAWCETT AVE STE 201  
TACOMA WA 98402-2419

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

### Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
------------------------------------	-----------	-------	---------	--------	-----------------	---------------------



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Nov-30-2023	Feb-06-2020

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
DESIMONE III, RICHARD	

The Business Lookup information is updated nightly. Search date and time: 1/24/2023 9:25:33 AM

[Contact us](#)

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**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2021-0130
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP # 5372-20
<b>Requisition #</b>	SBO

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	MIKE MCNAB 835-4514
<b>Contact E-Mail</b>	MMCNAB@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0680 RENEWAL OF IMPOUNDED AND ABANDONED RV DISPOSAL SERVICES

**Agenda Wording**

On 12/16/2020, IRFP # 5372-20 was sent to multiple firms via the City's ProcureWare system, for Impounded and Abandoned RV Disposal Services. Evergreen State Towing won the bid to provide services to the City of Spokane and the Spokane Police Dept.

**Summary (Background)**

This contract with Evergreen State Towing is for removal and disposal of junk/abandoned motorhomes and similar vehicles that other towing companies are unwilling or unable to impound. These vehicles represent a blight on the neighborhoods in which they are abandoned and present significant health concerns. Most, if not all vehicles towed under this contract are towed as junk/hulk vehicles. Contract will be for period 1/1/23-12/31/24 with 1 renewal option. Contract amount not to exceed \$500,000.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 500,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 0680-11410-21250-54921-99999

#

#

#

**Approvals****Dept Head** MCNAB, MICHAEL**Division Director** MCNAB, MICHAEL**Finance** SCHMITT, KEVIN**Legal** HARRINGTON,  
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** Finance & Administration**Council Sponsor** CM Kinnear 01/16/2023**Distribution List**

spdfinance@spokanepolice.org

mmc nab@spokanepolice.org

**Additional Approvals****Purchasing**





**CITY OF SPOKANE**  
**POLICE DEPARTMENT**

**CONTRACT RENEWAL**

Title: **IMPOUND AND ABANDONED  
RV DISPOSAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **EVERGREEN STATE TOWING, LLC**, whose address is 6463 ½ North Perry Street, Spokane, Washington 99217, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide **IMPOUND AND ABANDONED RV DISPOSAL SERVICES**; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on January 1, 2023 and shall run through December 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, and applicable sales tax, or everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

**EVERGREEN STATE TOWING, LLC**

**CITY OF SPOKANE  
POLICE DEPARTMENT**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Attachment A – Certification Regarding Debarment

**ATTACHMENT A  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Police
<b>Contact Name</b>	Maj. Mike McNab
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 509-835-4514
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Renewal of Impounded and Abandoned RV Disposal Services contract
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On 12/16/2020, IRFP # 5372-20 was sent to multiple firms via the City's ProcureWare system, for Impounded and Abandoned RV Disposal Services. Evergreen State Towing won the bid to provide services to the City of Spokane and the Spokane Police Department. The original contract was awarded for 2 years ending 12/31/2022 with 3 renewal options available.</p> <p>This contract with Evergreen State Towing is for removal and disposal of junk/abandoned motorhomes and similar vehicles that other towing companies are unwilling or unable to impound. These vehicles represent a blight on the neighborhoods in which they are abandoned and present significant health concerns.</p> <p>The Police Department, in partnership with Parking Enforcement and Code Enforcement, place notices on vehicles 24-72 hours in advance, giving the occupants time to act. Most, if not all vehicles towed under this contract are towed as junk/hulk vehicles.</p> <p>A contract extension is now being requested for a two-year contract term ending February 28, 2025 with 1 optional year remaining under the current terms.</p>
<b>Proposed Council Action</b>	Approval of contract renewal with Evergreen State Towing on February 6, 2023.
<b>Fiscal Impact</b> Total Cost: <u>Not to exceed \$250K over the contract term</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Police, Parking Meters fund, Code Enforcement  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Does not apply

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Does not apply

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?



**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2023-0075
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP 5738-22
<b>Requisition #</b>	BT

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	BRIAN SCHAEFFER X7001
<b>Contact E-Mail</b>	BSCHAEFFER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1970 - EMS CONNECT EMT CERTIFICATION TRAINING CONTRACT

**Agenda Wording**  
 Contract with EMS Connect and the Spokane Fire Department for EMT Certification Training during SFD Recruit Schools. Contract is for three years with two one-year renewal options. Contract amount is \$262,500.00 (\$87,500 per year).

**Summary (Background)**  
 Spokane Fire Department (SFD) modified the Civil Service recruitment process to remove a potential barrier to employment for entry-level Firefighter/EMT classification. For a trial period, there will no longer be a prerequisite EMT certification before application. Instead, SFD intends to provide EMT certification training during the entry-level firefighter recruit school.

Lease? YES	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ \$262,500.00 (\$87,500.00 PER YEAR)	# 1970-35170-22450-54201-430XX
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHAEFFER, BRIAN	<b>Study Session\Other</b>	F&A 1/23/23
<b>Division Director</b>	SCHAEFFER, BRIAN	<b>Council Sponsor</b>	CM Cathcart & CM Kinnear
<b>Finance</b>	SCHMITT, KEVIN	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	fireaccounting@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	rstrickland@spokanecity.org	
<b>Additional Approvals</b>		tdierks@emsconnect.org	
<b>Purchasing</b>	PRINCE, THEA	kschmitt@spokanecity.org	
<b>ACCOUNTING - LEASE</b>	BAIRD, CHRISTI		

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fire Department
<b>Contact Name</b>	DFC Rex Strickland /Chief Brian Schaeffer
<b>Contact Email &amp; Phone</b>	<a href="mailto:rstrickland@spokanecity.org">rstrickland@spokanecity.org</a> (509) 435-7004
<b>Council Sponsor(s)</b>	CM Cathcart and CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Recruit School EMT Training
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Fire Department (SFD) modified the Civil Service recruitment process to remove a potential barrier to employment for entry-level Firefighter/EMT classification. For a trial period, there will no longer be a prerequisite EMT certification before application. Instead, SFD intends to provide EMT certification training during the entry-level firefighter recruit school.</p> <p>This action may increase the interest and diversity of applicants able to apply as entry-level firefighters and ensure that the quality of instruction and understanding of regional medical protocol is of the highest quality.</p> <p>Two responses were received to the IRFP that Purchasing issued with EMS Connect being the vendor the evaluation committee is recommending award to.</p> <p>The funding for EMT training has already been budgeted and approved for recruit school 2023-1 and 2023-2.</p>
<b>Proposed Council Action</b>	Approve three-year Contract
<b>Fiscal Impact</b> Total Cost: <u>\$87,500 per year x 3 years</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  In the past, SFD had an EMT certification prerequisite, which required applicants to pay for EMT school and typically attend a 3-month course in addition to their responsibilities. The EMT requirement may have excluded applicants because of financial strain and time they may not have had due to work schedules. In addition, one would have to be sponsored by an employer or volunteer department, which adds additional strain.  Providing EMT training during recruit school removes the barriers to employment.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Civil Service retains the aforementioned data sets that can be analyzed to ensure that we are increasing our pool of diverse candidates.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Grading and successful EMT certifications will be measured against success averages of local third party certification courses and other departments.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?





**City of Spokane Fire Department**  
**PERSONAL SERVICES AGREEMENT**  
Title: **EMT INSTRUCTOR SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **EMS CONNECT**, whose address is 2525 East 29<sup>th</sup> Avenue, Suite 10B #305, Spokane, Washington 99223 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide EMT Certification Training for SFD Recruits, in accordance with IRFP 5738-22 issued by the City, Company’s Proposal which is attached as Attachment B, and the SFD Fire Training Center Use Agreement, which is attached as Attachment C. In the event of a conflict, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2023, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed 2 (two) additional one year renewals.

**3. COMPENSATION / PAYMENT.**

Total compensation for Company’s services under this Agreement shall not exceed **TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$262,500.00)**, and applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under

this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **8. INSURANCE.**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **9. DEBARMENT AND SUSPENSION.**

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

## **10. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

## **11. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or

subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**12. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**15. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

**16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. Except as indicated in section 1, if conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**EMS CONNECT**

**CITY OF SPOKANE FIRE DEPARTMENT**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Attachment A – Certificate Regarding Debarment  
Attachment B – Company’s Proposal  
Attachment C – SFD Fire Training Center Use Agreement

23-003

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

**ATTACHMENT B**

**ATTACHMENT C**



## Bid Response Summary

**Bid Number** IRFP 5738-22  
**Bid Title** EMT Instructor Services  
**Due Date** Friday, October 28, 2022 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** EMSconnect, LLC  
**Submitted By** tdierks@emsconnect.org tdierks@emsconnect.org - Monday, October 10, 2022 9:46:20 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 tdierks@emsconnect.org 5098163224

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	I agree and I acknowledge
	5	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	FWfwfe
	6	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	I agree and I acknowledge
	7	Proposer acknowledges and agrees with Paragraph 5.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge

8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Dr. Travis Dierks, CEO 509-499-1979 tdierks@emsconnect.org
9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Dr. Travis Dierks, CEO 509-499-1979 tdierks@emsconnect.org
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	EMScconnect SFD proposal 2022.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

**IRFP 5738-22**  
**Letter of Submittal**



EMSconnect  
Attn: Dr. Travis Dierks  
2525 E 29<sup>th</sup> Ave. Ste 10B #305  
Spokane WA, 99223

Cell: (509) 499-1979  
Email: [tdierks@emsconnect.org](mailto:tdierks@emsconnect.org)

Legal Status: Limited Liability Company (LLC)

Location of Training Site: Spokane Fire Department Training Facility  
1618 N Rebecca St  
Spokane, WA 99217

Our company, EMSconnect, is a nationally accredited education provider for first responders and is formally submitting a proposal to the City of Spokane to provide initial EMT certification to its Fire Department staff and new recruits.

EMSconnect both employs and independently contracts with active firefighters, EMTs, and medical flight personnel. Our local faculty have decades of experience and come from various regional EMS and fire services. Local firefighter and paramedic, Nathan Denison, independently contracts with our company as Director of On-Site Education for EMSconnect and will function as the Program Director of our EMT program.

Also submitted is our Technical, Management, and Cost Proposals for your review. EMSconnect will comply with all terms and conditions set forth in the RFP.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Dierks", is written above the typed name.

Dr. Travis Dierks  
Chief Executive Officer  
EMSconnect, LLC

### **Part A: Project Understanding**

The City of Spokane Fire Department is requesting initial education and training of its personnel to obtain nationally accredited emergency medical technician (EMT) certification. Training must occur through a state-approved vocational education training program. The most cost-effective approach is to utilize services from an outside firm with the staff, resources, efficiency, and experience in providing such education. While there are several region competitors providing EMT courses, EMSconnect stands out in educational quality, instructor experience and diversity, teaching methods, and reputation.

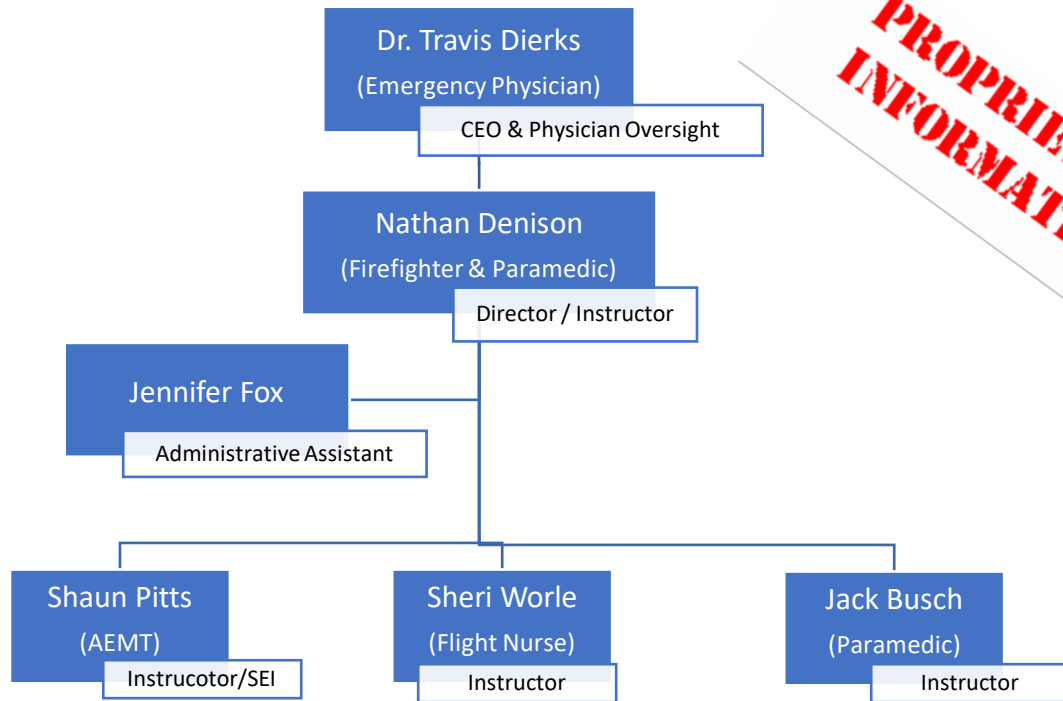
EMSconnect has over a decade of success in providing EMS education and is now the region's leader in ongoing EMS education for Washington's first responders. Our core educator team is composed of active EMS and fire staff who have been recruited based on their experience, level of skill, excellent teaching ability, and professionalism. All our top-level staff previously worked with competing regional entities and have been recruited based on their exemplary teaching skills and reputation. Because of its instructors and innovative teaching methods, EMSconnect is well-known throughout the Inland Northwest as a top-tier provider of EMS education. Our customer retention rate of over 99% and customer testimonials (found at [www.emsconnect.org](http://www.emsconnect.org)) speaks for themselves. Historically, EMT programs struggle due to financial difficulties, disengaged management, and high staff turnover. EMSconnect instead has a proven record of financial stability and sustainability, strong engagement from administration, and consistent staffing. While our cost per student is competitive, it may be higher than other institutions; however, consideration must be given to the level of quality involved and the results you would like to see from an EMT program. With EMSconnect, you can feel assured your students will be educated to the highest possible degree, confident in their skills, and demonstrate professionalism.

### **Part B: Team Assignments | Resources | Schedule**

Dr. Travis Dierks, CEO of EMSconnect, is an active emergency physician over 17 years of clinical experience and is active in EMS advising and education. He will provide administrative and financial oversight. His student involvement will include lectures on professionalism, patient care, and patient turnover of care. He will be available to the Program Director for any necessary student disciplinary needs.

Our Program Director, Nathan Denison, is a current firefighter/paramedic with the Spokane Fire Department. As Director of our EMT program, Nathan will have authority over the curriculum, educational content, and instructor staff. He will address student needs on a day-to-day basis. The educational staff for this EMT program will incorporate a core faculty group included on the following diagram. Additional instructor staff will integrate for specialty topics and training purposes based on their expertise. A list of additional educators can be provided upon request. All instructors will have a background check and be compensated by EMSconnect.

**IRFP 5738-22**  
**Technical Proposal**



**PROPRIETARY  
INFORMATION**

One of the reasons EMSconnect has been successful with its educational endeavors thus far is our mission to make education engaging and fun. Through a relaxed and engaging classroom environment, using tools like Kahoot, definition fly swatter, Jeopardy, and Me First buzzers, our students will enter the classroom excited to learn and leave fulfilled and empowered. Classroom content will include current Jones & Bartlett educational materials. Software, such as PowerPoint, will be utilized to adjunct in-person teaching. Video conferencing, via Microsoft Teams or GoToWebinar, will be available for those with approved absence from class and will be made available at the discretion of the Program Director. Following the successful completion of each course, every student will be offered a discounted subscription to [www.EMSconnect.org](http://www.EMSconnect.org). This will encourage and assist the student in maintaining their certification through ongoing monthly live continuing education through our state-approved, and nationally accredited, platform.

Based on the needs put forth by the City of Spokane, our EMT program will span 4 to 5 weeks with classes held Monday-Thursday. Our company and staff are flexible and can adjust the schedule as necessary to accommodate your needs. The bulk of classwork will occur in or adjacent to the fire training facility on Rebecca Street. EMSconnect will supply all course materials, in-class activities, instructors, skill evaluators and a senior EMS instructor. Course completions will meet national accreditation standards and all credit hours will transfer seamlessly to the NREMT. Student and course completion records will be stored in a locked file cabinet behind locked doors at the EMSconnect offices in Spokane. Individuals with access to these records are Dr. Dierks, Nathan Denison, Shaun Pitts, and Jennifer Fox. All instructors will be paid employees or independent contractors of EMSconnect.

**PROPRIETARY  
INFORMATION**

**Part A: EMSconnect Core Faculty**

**Name: Travis Dierks, MD, FACEP**

**Title: CEO & Physician Leader**

**Responsibilities:** The physician leader will facilitate the EMT program at the highest administrative level, including all contractual and financial aspects. Physician leader will also be involved in the formation of the EMT program, designating the program director, and have final approval of all staff and instructors.

**Qualifications & Experience:** Dr. Dierks is a board-certified emergency physician with 17 years of ongoing clinical experience, 15 years of ongoing EMS advising and oversight of BLS and ALS providers, prior experience as medical director of a community paramedic training program, and over 10 years of successful administrative experience as CEO of EMSconnect. He has worked as an emergency physician in Spokane since 2008 when he joined the ER group at Deaconess Hospital. He is currently practicing emergency medicine at Sacred Heart Medical Center.

**Name: Nathan Denison, Firefighter, Paramedic**

**Title: Program Director & Instructor**

**Responsibilities:** The Program Director will oversee the day-to-day operations of the EMT training program. They will also function as a course instructor. They are responsible for the curriculum, timeline, educational materials, teaching methods, exam administration, and skills review of students. The program director will keep and securely maintain all student profile and testing data. The Director will privately investigate and resolve any student behavioral or integrity issues and answer directly to the Physician Leader.

**Qualifications & Experience:** Nathan is a seasoned firefighter and paramedic. He began his fire service in 2010, obtained his paramedic certification in 2013, and became a paramedic instructor in 2017. As an instructor, he is familiar with student needs and regularly administered written and skills evaluations. Nathan is proficient in developing curriculum and classroom schedules and has ample experience maintaining student records. Nathan is our Director of On-Site Education for EMSconnect and was the point person for our company's vocational education application so was integral in the formulation of our student manual and is knowledgeable on all aspects of our EMT course.

**Name: Jennifer Fox**

**Title: Administrative Assistant**

**Responsibilities:** This is full-time employed staff member of EMSconnect who will assist both the Physician Leader and Program Director at the administrative level to help ensure smooth operations for the EMT program. They will also be involved with securing and storing student and testing records at the EMSconnect offices. They will have no role in the education/skills training of the students and will only interact with students on an as needed basis for proper record keeping or retrieval of completion records for past students.

## IRFP 5738-22 Management Proposal



Qualifications & Experience: Jennifer has over 20 years of administrative experience with cataloguing, record keeping, complex schedules, interacting with customers, and is proficient with database maintenance. She is comfortable and proficient at keeping personal data confidential and secure.

Name: **Shaun Pitts, Firefighter, AEMT, SEI**

Title: Lead Instructor & Senior EMS Instructor

Responsibilities: The Instructor will be heavily involved in the actual educational content of our EMT course. They will liaise with other instructors on the teaching methods, content delivery, student engagement, and answer to the Program Director.

Qualifications & Experience: Shaun has been involved in EMS since 2007 when he started as an EMT-B with Deer Park Volunteer Ambulance. Since then, he has continually advanced his career, becoming an instructor of multiple certifications, including ACLS, PALS, PHTLS, and TCCC. He has earned the reputation of a top-tier educator, accruing a lengthy list of accolades and regional teaching awards, including Educator of the Year. Shaun was the Educational Coordinator for a large regional institution from 2011-2020, before joining EMSconnect as its Head of Education. He is extremely comfortable in the classroom and respected highly by both students and professionals alike.

Name: **Sheri Worle, MSN, RN, CFRN, CEN, TCRN**

Title: Instructor

Responsibilities: Instructor will solely be involved in the classroom education of EMT course students and have no role in administration or maintenance of student records.

Qualifications & Experience: Sheri started her EMS career as a backcountry rescuer and guide in the Western US. There she developed a passion for good patient care and went on to obtain her nursing degree and subsequently became a flight nurse. Through her career, she has taught TNCC and ENPC and is now an active member of the Spokane regional air medical program. Sheri is one of the best critical care educators we've worked with and has a professional yet relaxed approach to education that benefits the student immensely. Her personality is best exemplified by this quote, "[There are] lots of letters to place after my name, but they mean nothing to me unless I have the actual skill to care for my patients."

Name: **Jack Busch, NRP**

Title: Instructor

Responsibilities: Instructor will solely be involved in the classroom education of EMT course students and have no role in administration or maintenance of student records.

Qualifications & Experience: Jack has been involved in EMS since 2013. From 2015-2019, he functioned as educator and Senior EMS Instructor for INHS. Jack developed curriculums for multiple EMT programs and was an instructor for ACLS, PALS, PHTLS, EMT, AEMT, and Paramedic courses. From 2019-2021, he continued to function as a community paramedic, while also acting as the Training & Compliance Officer for Deer Park Ambulance and Chief Supervisor for AMR Spokane. In 2022, Jack became the Operations Manager for AMR Spokane and now oversees daily operations of over 200 employees. Jack is a professional educator and resource manager.

# **IRFP 5738-22 Management Proposal**

## **Part B: References**

EMSconnect has received requests from multiple outlying communities in the Spokane region to provide EMT courses, including newly hired AMR Spokane employees beginning in 2023.

Tammy Drapeau  
Clinical & Education Services  
American Medical Response  
W: 509.323.8845 | C: 509.202.6744  
Email: Tamara.Drapeau@gmr.net

## **Part C: Termination of Contracts**

Not applicable.



**IRFP 5738-22  
Cost Proposal**



**EMT course details**

Student # (20 minimum)	20 or more
Total Class Hours	200
Classroom hours	170
Skills hours	30
8-hour days	21.25
Weeks	4.25

**PROPRIETARY  
INFORMATION**

**Budget**

ITEM	COST	DETAILS	TOTAL
Program Director	\$75 per hr	100 hrs	\$7,500
Physician Oversight	\$200 per hr	15 hrs	\$3,000
Administrative	\$20 per hr	50 hrs	\$1,000
Instructors	\$50 per hr	100 hrs	\$5,000
Jones & Bartlett	\$300	per student	\$6,000 min
EMS evaluators	\$30 per hr	30 hrs	\$900
Senior EMS Inst	\$30 per hr	50 hrs	\$1,500
Facility Fees	\$0		\$0
Parking/Shuttles	\$0		\$0
Graduation party	\$15	per student	\$300 min
Challenge Coin	\$4	per student	\$800
<b>Total Expenses</b>			<b>\$26,000 minimum</b>

**Cost Per Student & Discounts**

Base cost per student is \$1,750. The table below shows discounts applied for every additional 10 students.

Students	% Discount	Cost Per Student
20-29	0%	\$ 1,750
30-39	5%	\$ 1,663
40-49	7%	\$ 1,628
50+	10%	\$ 1,575



## SPOKANE FIRE DEPARTMENT

### FIRE TRAINING CENTER

Title: USE AGREEMENT BETWEEN THE  
SPOKANE FIRE DEPARTMENT AND  
EMSCoconnect, LLC

This Agreement for use of the Spokane Fire Department's Regional Readiness Complex ("Fire Training Center" or "Training Center") is between the Spokane Fire Department ("SFD"), whose address is 44 W. Riverside Ave., Spokane, WA 99201, and EMSCoconnect, LLC, ("Organization" or "Guest"), whose address is PO Box 8648 Spokane, WA 99203. They may also be referred to as "each Party" or, collectively, "the Parties."

Subject to the terms of this Agreement, Organization or Guest is authorized to use the Fire Training Center.

#### 1. TERM OF AGREEMENT.

The term of this Agreement shall be for the date(s) set forth in Attachment A, appended to this Agreement.

#### 2. SCOPE OF AGREEMENT

SFD shall provide the use of the Fire Training Center to Organization / Guest for the purposes of providing EMT training to SFD Academy recruits during recruit school.

#### 3. RESERVATIONS AND PAYMENT

Reservations are held for the SFD Recruit School. Payment is in-kind.

#### 4. CANCELLATIONS

Cancellation by Renter must be in writing. Cancellation with less than 24 hours' notice will result in a cancellation fee of \$50.00. The cancellation fee will be deducted from Renter's initial deposit. The remainder of the prepaid deposit will be refunded to Renter.

Renter agrees that the rental agreement may be revised or cancelled at any time by City in the event of an emergency need requiring the use of the facility. However, City will endeavor to avoid any scheduling conflicts. Notice will be given to Renter as soon as any conflict arises. In the event of scheduling conflict, any prepaid deposits will be refunded to Renter.

#### 5. FACILITY RULES AND REGULATIONS

##### a) *Business Hours*

The Fire Training Center is available for rent during normal operating business hours. Normal operating business hours are **7:00 a.m. to 5:00 p.m., Monday through Friday**. Reservations requested for weekend use require pre-approval and will incur additional usage fees.

##### b) *Fee Schedule*

- **Classrooms A, B, C, D:** Less than 4 hours, \$35.00 per hour | 4-9 hours, \$150 flat day rate
- **Conference Rooms A, B:** Less than 4 hours, \$25.00 per hour | 4-9 hours, \$110 flat day rate
- **Auditorium:** Less than 4 hours, \$50.00 per hour | 4-9 hours, \$350 flat day rate
- **Burn Building:** Less than 4 hours, \$50.00 per hour | 4-9 hours, \$350 flat day rate
- **Field House:** Less than 4 hours, \$75.00 per hour | 4-9 hours, \$450 flat day rate
- **Grounds:** Less than 4 hours, \$25.00 per hour | 4-9 hours, \$100 flat day rate
- **IT Support or Audio/Video Services:** Charges assessed per current contracted labor rate
- **SFD Support (SCBA Personnel, 1403 Compliance Officer, Safety Officers, SFD Training Center Personnel):** Charges assessed per current contracted labor rate

c) *Materials*

Renter agrees to reimburse City for the use of any fire training materials, such as lumber or pallets, at actual cost. If Renter makes arrangements to utilize SFD materials, that arrangement must be approved by the Deputy Chief of Training.

d) *Renter Requirements*

City reserves the right to determine, at its sole discretion, whether any person/group seeking to use the Training Center is a qualified internal or external organization as defined in City policy.

Availability of the Training Campus facilities is based on the following priorities:

1. Emergency activation of the City Emergency Operations Center
2. SFD internal trainings
3. Mutual aid fire agency training
4. City of Spokane trainings
5. All other requests for facility use

e) *Renter Responsibilities*

1. City requires that qualified SFD SCBA personnel be present to operate the on-site SCBA compressor. City requires a qualified SFD Safety Officer be present at all hands-on events and live fire burns. Additionally, City requires an SFD 1403 Compliance Officer be present for any live fire burns. These requirements are to ensure 1403 compliance. Renter will bear the actual labor cost for the SFD staff as determined by the current contracted rate.
2. SFD requires Renters utilizing the burn building to provide the Deputy Chief of Training with a written training plan. Renter shall furnish an acceptable training plan to SFD at the time Renter returns the signed Agreement.
3. SFD requires Renters utilizing the Training Center grounds or field house to provide the Deputy Chief of Training with a written site safety plan. Renter shall furnish an acceptable site safety plan to SFD at the time Renter returns the signed Agreement.
4. City requires SFD personnel to be onsite during weekend rentals to ensure proper safety and security of the premises. Renter will bear the actual labor cost for the SFD personnel as determined by the current contracted rate.
5. Renter shall be responsible for setting up and taking down personal audio-video equipment. SFD staff support is available during normal operation business hours to

resolve technical issues. If IT or A/V staff are necessary outside of normal business hours, additional charges for actual labor costs will be charged to Renter.

6. Renter shall be responsible for set-up and arrangement of tables and chairs. Renter shall return the space to its original arrangement upon completion of the rental use.
7. Renter shall be responsible for providing Renter's own food and beverages. Renter shall not bring food into carpeted areas of the Training Facility. If Renter is utilizing a caterer, the caterer shall only be allowed in the cafeteria area. Renter shall be responsible for cleaning the cafeteria area and returning it to its original arrangement upon completion of the rental use.
8. Renter shall not post signage in the Training Center without prior approval.

## **6. HOLD HARMLESS AND INSURANCE**

### Federal Agencies.

\*\*\*Federal agencies (i.e. ATF, U.S. IMMIGRATION, U.S. BORDER PATROL, U.S. CUSTOMS ENFORCEMENT (ICE), U.S. Probation, HOMELAND SECURITY INVESTIGATIONS (HSI), the FEDERAL BUREAU OF INVESTIGATIONS (FBI), OR ANY OTHER FEDERAL GOVERNMENT LAW ENFORCEMENT AGENCY), as part of the U.S. Government, are bound by federal laws including the Federal Tort Claims Act (FTCA), 28 U.S.C §1346(b); 2401(b) and 2671-80 and the Anti-Deficiency Act, 31 U.S.C § 1341. Said Agency is effectively "self-insured" under the FTCA, which provides the United States may be sued for damages or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of said Agency's employees while those employees are acting within the scope of their offices. The Agency agrees to promptly consider and adjudicate any and all claims which may arise out of the use of property belonging to the Spokane Fire Department's (hereinafter "the Department) by the Agency and any Agency personnel and to pay for any damage or injury as may be required by federal law. The Agency agrees to consider and adjudicate any claims for property damage or personal injury sustained by Agency personnel in the performance of their official duties while on the Department's property. Such adjudication will be pursuant to the Federal Tort Claims Act, the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et. Seq. or such other legal authority as may be pertinent.

### Non-Federal Agencies.

#### *a) Hold Harmless*

To the extent permitted by law, the "Organization / Guest" shall hold the Spokane Fire Department and its officers and employees, harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the "Organization's / Guest's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require an "Organization / Guest" to hold SFD harmless from claims, demands or suits based solely upon the negligence of the SFD, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the "Organization / Guest's agents or employees and the SFD, its agents, officers and employees, this hold harmless provision shall be valid and enforceable to the extent of the negligence of the "Organization / Guest", its agents or employees. The "Organization / Guest" specifically assumes liability and agrees to hold the Spokane Fire Department harmless for actions brought by the "Organization / Guest's own

employees against the SFD Academy and, solely for the purpose of this hold harmless provision, the "Organization / Guest" specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The "Organization / Guest" recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The agreement to hold SFD harmless provided for in this section shall survive any termination or expiration of this agreement.

*b) Insurance*

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Agency/Participant shall furnish an acceptable Certificate of Insurance (COI) or proof of membership in the Washington County Risk Pool to the City at the time it returns the signed Agreement. The COI shall specify the City of Spokane as an additional Insured, as well as all of the parties who are additionally insured and include applicable policy endorsements, and the deductible or retention level, with policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. The Agency/Participant shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverages(s) without sixty (60) days written notice from Agency / Participant or its insurer(s) to the City.

**SIGNATURES**

By signing below, I signify that I am authorized to execute this Agreement, and I have read and understand the terms above. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

**Organization / Guest**

**SFD Training Center**

---

Printed Name

---

Title

---

Signature

---

Date

---

Printed Name

---

Title

---

Signature

---

Date

- TRAINING CENTER USE ONLY
- Renter provided current Certificate of Liability

## ATTACHMENT A

### SFD TRAINING CENTER RENTAL REQUEST FORM – MUTUAL AID PARTNERS/PRIVATE AGENCIES/STATE REGIONAL AGENCIES

**Name and address of entity to be billed for this rental:** EMSConnect, LLC, PO  
Box 8648 Spokane, WA 99203

**Contact person:** Travis Dierks, CEO

**Contact phone:** 509-816-3224

**Contact email:** tdierks@emsconnect.org

**Meeting title and description:** SFD Recruit Academy-EMT Certification

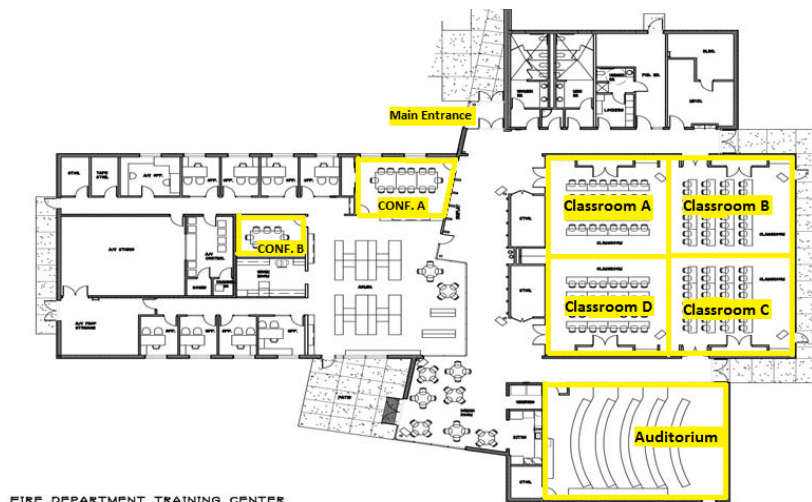
**Meeting date(s):** February 20, 2023-July 18, 2023

**Meeting time(s):** 0700-1700

**Number of participants:** 25

**Facilities/Services Needed:** Auditorium

<input type="checkbox"/> Classroom A (max capacity 32)	<input type="checkbox"/> Burn Building
<input type="checkbox"/> Classroom B (max capacity 32)	<input type="checkbox"/> Field House
<input type="checkbox"/> Classroom C (max capacity 32)	<input type="checkbox"/> SFD Safety Officer (hands-on, live burns)
<input type="checkbox"/> Classroom D (max capacity 32)	<input type="checkbox"/> SFD 1403 or Training Officer (live burns)
<input type="checkbox"/> Conference Room A (max capacity 12)	<input type="checkbox"/> SFD Training Center Personnel (security)
<input type="checkbox"/> Conference Room B (max capacity 8)	<input type="checkbox"/> IT Technical Support
<input checked="" type="checkbox"/> Auditorium (max capacity 60)	<input type="checkbox"/> Video Broadcast/Editing/Recording/Digital Services
<input type="checkbox"/> Grounds	
<b>Service Charges</b>	
<b>SFD FF Contracted Rate:</b>	<b>\$ 0.00</b>
<b>SFD AV Tech Contracted Rate:</b>	<b>\$ 0.00</b>
<b>In-kind Scholarships</b>	<b>\$ 0.00</b>
<b>Total Charges</b>	<b>\$ 0.00</b>





Risk Placement Services, Inc  
CA License # 0C66724  
5675 Ruffin Road, Ste 100  
San Diego, CA 92123  
Ph: (858) 302-5584  
Fax:

Reference # 4650370A

---

To: Dalen Niles  
Victoria Dalebout Insurance Agency

From: Ana Cardenas, Assistant Vice President - Professional Lines  
Phone: (858) 302-5591  
Email: Ana\_Cardenas@rpsins.com

Re: Insured: EMSCONNECT

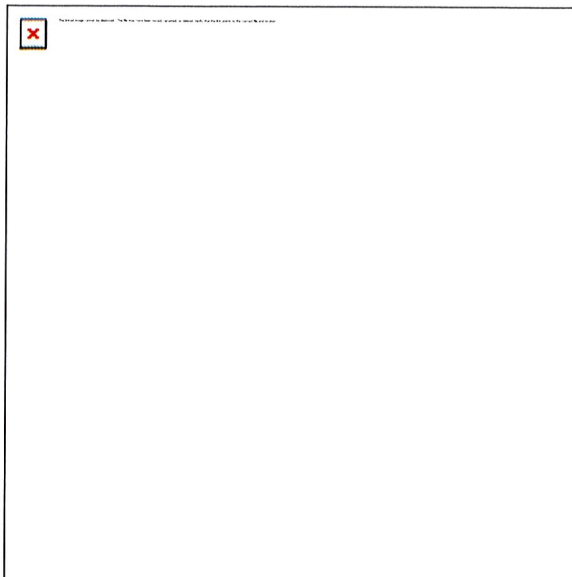
Please find the attached Underwriters at Lloyd's, London proposal, which RPS Healthcare has negotiated on behalf of you and your client. Please review the proposal carefully and advise us if you require any revisions. Please note our requirements for binding this account are located in Conditional Requirements to Bind section of the proposal.

We sincerely appreciate the opportunity to assist you with the placement of this account and look forward to your feedback on the outcome of this proposal. RPS Healthcare specializes in the healthcare professional liability arena with expertise in virtually every type of risk including hospitals, long-term care, allied and even hard-to-place physicians. Please continue to keep us in mind for your next healthcare account.

Please let us know if you have any questions or need anything else.

Disclaimer: Any markets indicated above are an estimate premium provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application and/or other required underwriting information requested but not yet received and reviewed.





**Dan Mulligan**  
**Personal Lines Broker**  
Risk Placement Services, Inc  
CA License # 0C66724  
5675 Ruffin Road, Ste 100  
San Diego, CA 92123  
Ph: (858) 302-5584  
Fax:

Reference #: 4650370A

## HC-Allied Health Entity Professional & GL Proposal

<b>Insured Name</b>	EMSCONNECT <b>Physical Address:</b> 2525 E 29th #305 SPOKANE, WA 99223 <b>Mailing Address:</b> 2525 E 29th #305 SPOKANE, WA 99223
<b>DBA (if applicable)</b>	
<b>Professional Services</b>	
<b>Policy Period</b>	3/30/2022 to 3/30/2023
<b>Insurance Carrier</b>	Underwriters at Lloyd's, London
<b>Admitted/Non-Admitted</b>	Non-Admitted
<b>A.M. Best Rating</b>	A XV

- The coverage outlined may not conform to the terms and conditions requested on the application. This is NOT a binder of insurance, and all coverage summaries provided are intended as an outline of coverage only, and are necessarily brief.

## Limits of Liability

**\*\*\* SEE ATTACHED QUOTE FOR LIMITS AND DEDUCTIBLES \*\*\***

## Premium Summary

<b>Premium:</b>	\$3,163.00
<b>Fees:</b>	Agency Fee - RPS \$200.00
<b>Taxes:</b>	Surplus Lines Tax \$67.26 Stamping Office Fee \$3.36
<b>Total:</b>	\$3,433.62

Terrorism Status	Terrorism Premium	Terrorism Taxes	Total w/Terrorism
WAIVED			\$3,433.62

(All applicable taxes and fees are Fully Earned at binding unless otherwise specified.)

Tax State (or home state): WA

- Premiums are based on all lines of coverage being accepted. Rejection of any optional coverage(s) could result in a change of premium.

<b>Payment Options</b>	Payment will be due within 10 days of effective date unless other arrangements have been made. Your agency is responsible for collecting the appropriate down payment and securing premium financing if required. You will also be responsible for any minimum earned premium due to the insurance company if the premium is not paid as agreed and the policy is cancelled for non-payment.
<b>Commission</b>	10%

## Additional Options

## Forms / Endorsements

## Coverage Specifications

## Conditional Requirements to Bind

**IN ORDER TO BIND COVERAGE**, please provide the following additional information. Please note, coverage and premium terms are subject to change or withdrawal pending review and underwriting approval of this additional information:

\*\*\*If the affidavit is not received within the timeframe noted, the policy could incur a late filing penalty and/or be in jeopardy of cancellation\*\*\*

- Payment: this policy is Agency Bill and payment is due at binding. In order to waive this requirement, we will need proof of payment (either a copy of the check or down payment with finance agreement) or written verification from your office that you can remit payment within 10 calendar days of the requested effective date and you understand there is a minimum earned premium on the account.

- The proposal is an outline of coverage proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.
- This quote is strictly conditioned upon no material change in the risk occurring between the date of this letter and the inception date of the proposed policy. In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quote has been already accepted by insured, modify and/or withdraw this quote.
- **This account may have additional exposures not addressed by this proposal. Please contact us if you are interested in a quote for Environmental Liability, HIPAA Coverage, Billing Errors & Omissions, Abuse/Molestation Liability, Cyber Liability, Stand Alone Terrorism, Directors & Officers,**

**Excess Liability, Non-Owned Automobile Liability, Property or other coverage needs.**

- If any coverage parts are Claims Made: As the Retail Agent, it is your responsibility to advise the insured to review all claims reporting provisions of the new policy. You should also advise the insured, in writing, to report all incidents that may give rise to a claim prior to expiration of the policy, in compliance with the policy loss reporting provisions.
- We require a written order to bind coverage. No verbal orders will be accepted. As the Agent of Record with RPS Healthcare on this specific account, you understand that once bound, you are responsible to RPS Healthcare for payment of premium.
- Quote expires:

**Disclaimer:** It is understood and agreed that while RPS Healthcare may assist in coverage comparisons or reviews, it is the ultimate responsibility of the producing agent to fully discuss and explain coverage similarities and differences with the insured. Copies of policies and endorsements are available for review (if not attached as part of proposal) and should be referred to for actual coverage and conditions. The producing agent is also responsible for determining if the insured's current coverage and limits are adequate, and for recommending optional and supplemental coverage quotations.



QUOTE ISSUED: 09-Feb-2022 10:03 AM This quote will remain in effect until 30-Mar-2022

Risk Placement Services - San Diego, CA  
Dan Mulligan  
5675 Ruffin Road  
STE 100  
San Diego, CA 92123

## QUOTE

Re: EMSCONNECT  
Beazley Miscellaneous Medical Quote

Renewal of: W2E6F2210101

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following quote, subject to receipt, review and written acceptance of the following information:

1. The additional terms in this provision supercede all other provisions. This is a conditional renewal quote, subject to change per a material change in risk since the last policy renewal or as indicated on the renewal application.
2. Signed and dated questionnaire
3. A currently signed and dated completed Terrorism Form (TRIA)

Insurer: Syndicate 2623/623 at Lloyd's. (Non-Admitted)

Product: MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY, GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS LIABILITY, INFORMATION SECURITY AND PRIVACY AND EMPLOYEE BENEFITS LIABILITY INSURANCE INCLUDING BREACH RESPONSE SERVICES - COMBINATION CLAIMS MADE AND REPORTED/OCCURRENCE BASIS

Policy Form: F00518 082015 ed.

Insured: EMSCONNECT

Insured Address: 2525 East 29th 305  
Spokane, WA 99223

Policy Period: From: 30-Mar-2022 To: 30-Mar-2023  
Both dates at 12:01 a.m. Local Time at the Insured's Address

This quote is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

In order to complete the review process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

INSURED: EMSCONNECT  
This quote will remain in effect until 30-Mar-2022

For additional information on this product offering, please access our [marketing](#) materials.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

BEAZLEY GROUP  
6 Concourse Pkwy NE  
Atlanta, GA 30328

**Quote Option 1**

<b>Premium</b>	\$3,163
<b>Limits of Liability</b>	
<b>A. Professional Liability Tower</b>	
1. Each <b>Claim</b> including <b>Claims Expenses</b>	\$1,000,000
But sublimited to:	
i. Sexual/Physical Misconduct Each <b>Claim</b> including <b>Claims Expenses</b>	\$100,000
2. Professional Liability Term Aggregate Including <b>Claims Expenses</b>	\$3,000,000
But sublimited to:	
i. Sexual/Physical Misconduct Aggregate including <b>Claims Expenses</b>	\$300,000
<b>B. General Liability Tower</b>	
1. Each <b>Accident</b> including <b>Claims Expenses</b>	\$1,000,000
But sublimited to:	
i. Fire Legal Liability (Insuring Agreement I.D) Each <b>Claim</b> including <b>Claims Expenses</b>	\$50,000
ii. Medical Payments (insuring Agreement I.E) Each <b>Claim</b>	\$5,000
2. General Liability Term Aggregate Including <b>Claims Expenses</b>	\$3,000,000
But sublimited to:	
i. Fire Legal Liability (Insuring Agreement I.D) Aggregate including <b>Claims Expenses</b>	\$50,000
ii. Medical Payments (insuring Agreement I.E) Aggregate	\$25,000
<b>C. Products/ Completed Operations Liability Tower</b>	
1. Each <b>Claim</b> including <b>Claims Expenses</b>	\$1,000,000
2. Products/ Completed Operations Liability Term Aggregate Including <b>Claims Expenses</b>	\$3,000,000
<b>D. Information Security &amp; Privacy Liability, Regulatory Defense and Penalties and PCI Fines, Expenses and Costs Tower</b>	

Limit of Liability, Insuring Agreements, I.F., I.H., and, I.I.,:

- |   |             |
|---|-------------|
| 1. Aggregate including <b>Claims Expenses</b>                             | \$1,000,000 |
| But sublimited to:  |             |
| i. Aggregate sublimit of liability applicable to Insuring Agreement I.H.  | \$1,000,000 |
| ii. Aggregate sublimit of liability applicable to Insuring Agreement I.I. | \$100,000   |

**E. Employee Benefits Liability Tower**

Limit of Liability, Insuring Agreement, I.J.

- |  |     |
|--|-----|
| 1. Each <b>Claim</b> and Term Aggregate for Employee Benefit Liability | \$0 |
|--|-----|

**F. Beazley Breach Response Services Tower**

Limit of Liability, Insuring Agreement, I.G.

- |   |  |
|---|--|
| 1. <b>Notified Individuals</b> Limit of Coverage  | 25,000 <b>Notified Individuals</b> in the aggregate. |
| 2. Aggregate Limit of Coverage for all <b>Computer Expert Services, Legal Services</b> and <b>Public Relations and Crisis Management Expenses</b> combined: | \$100,000  |

The Limits of Liability shall apply separately from each tower. Under no circumstances shall any one **Claim** trigger multiple towers.

**Deductible(s):**

- A. Insuring Agreements I.A., I.B., I.C., I.D., I.F., I.H., I.I. and I.J

Each **Claim** (including each Claim in the form of a **Regulatory Proceeding**) including **Claims Expenses** \$2,500

- B. Insuring Agreement I.E. Each **Claim** \$1,000

- C. Insuring Agreement I.G., Threshold and Deductible

Each incident, event or related incidents or events giving rise to an obligation to provide **Privacy Breach Response Services:**

- |  |                                 |
|--|---------------------------------|
| i. <b>Notification Services, Call Center Services</b> and <b>Breach Solution and Mitigation Services</b> for each incident involving at least: | 100 <b>Notified Individuals</b> |
|--|---------------------------------|

- ii. Deductible applicable to **Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses:** \$2,500 combined, but one-half (1/2) of the amount shown herein for **Legal Services** (which deductible is part of and not in addition to the combined deductible)

**Professional Services**

Online Continuing Education Courses for Emergency Medical Services Students

**Additional Insureds/Scheduled Physicians**

None

**Coverage Terms and Conditions**

Policy Form:	F00518 082015 ed.
Retroactive Date: (Claims Made and Reported Coverage)	30-Mar-2021
Extending Reporting Period: (Claims Made and Reported Coverage)	12 Months
Premium for Extending Reporting Period:	100% of the premium for the Policy Period
Choice of Law:	New York
Terrorism Coverage Premium:	Not Purchased

**Endorsements Effective at Inception:**

1. SCHEDULE2022 Lloyd's Security Schedule 2022
2. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
3. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
4. E02804 032011 ed. Sanction Limitation and Exclusion Clause
5. NMA2918 War and Terrorism Exclusion Endorsement
6. NMA464 War And Civil War Exclusion
7. E11458-B 042018 ed. Amend Extended Reporting Period
8. E09228-B 102016 ed. BUSA Amendatory Endorsement
9. E07212-B 082015 ed. Minimum Earned Premium Endorsement
  - Percent Premium: 30
10. E06913 082020 ed. Policyholder Disclosure Notice of Terrorism Insurance Coverage
  - Date:
  - Insert Terrorism Premium: 2.5% additional premium
11. E14393-B 112020 ed. Amend Limit Of Liability Endorsement - Advertising Liability



- Limit: *\$100,000*
- Limit: *\$300,000*
- 12. E14392-B 112020 ed. Biometric Data Exclusion
  - Ref: *34.*
  - Ref: *FFF*
- 13. E14519-B 062021 ed. Cyber Exclusion Endorsement With Bodily Injury Carveback
- 14. E07103-B 062016 ed. Delete Employee Benefits Liability Coverage
- 15. E14429-B 122020 ed. Employee Theft Exclusion
  - Ref: *35.*
- 16. E13944-B 062020 ed. Healthcare Scheduled Communicable Disease Limitation Endorsement
  - R1ef1: *36.*
  - R2ef2: *GGG*
  - R3ef3: *HHH*
  - R4ef4: *III*
  - R5ef5: *JJJ*
  - R6ef6: *KKK*
- 17. E12056-B 102018 ed. Opioid Exclusion With Individual Plaintiff Carveback
  - Ref1: *37.*
  - Ref2: *38.*
  - Ref3: *39.*
  - Ref4: *40.*
  - Ref5: *LLL*
  - Ref6: *MMM*
  - Ref7: *NNN*
  - Ref8: *OOO*
  - Ref9: *PPP*
  - Ref10: *QQQ*
- 18. E08438-B 062016 ed. Premium Payment Warranty
  - Number of Days: *30*
- 19. E06915 082020 ed. U.S. Terrorism Risk Insurance Act of 2002 As Amended - Not Purchased Clause
- 20. E07236-B 082015 ed. Accreditation and Licensure Exclusion
  - Ref Exclusion: *F*
  - Ref Claim: *41.*
- 21. E07238-B 082015 ed. Additional Exclusions - Allied Health Schools
  - Ref Excl: *F*
  - Ref Clm: *42.*
- 22. E12895-B 052019 ed. Amended Insured Definition to Include Interns
- 23. E07168-B 082015 ed. Carveback to Insured V. Insured Exclusion



< Business Lookup

### License Information:

[New search](#) [Back to results](#)

<b>Entity name:</b>	EMSCONNECT, LLC
<b>Business name:</b>	EMSCONNECT
<b>Entity type:</b>	Limited Liability Company
<b>UBI #:</b>	603-217-513
<b>Business ID:</b>	001
<b>Location ID:</b>	0001
<b>Location:</b>	Active
<b>Location address:</b>	1425 N WASHINGTON ST SPOKANE WA 99201-2437
<b>Mailing address:</b>	PO BOX 8648 SPOKANE WA 99203-0648



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business	T12113203BL			Active	Jun-30-2023	Oct-15-2012

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
DIERKS, KARINA	
DIERKS, TRAVIS	

## Registered Trade Names

Registered trade names	Status	First issued
EMSCONNECT	Active	Jul-02-2012

The Business Lookup information is updated nightly. Search date and time: 1/5/2023 10:21:19 AM



## Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**



**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2023-0076
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	MICHELLE MURRAY 625-6320
<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5600-ACCOUNTING - DOWN PAYMENT ASSISTANCE AWARD

**Agenda Wording**

Accept award recommendation for ARPA Down Payment Assistance Allocation

**Summary (Background)**

On 11-22-22 the City issued a Notice of Funding for Availability of \$1,500,000. Applications closed on 12-21-22. This was to award a qualified organization to administer a down payment assistance program. There was one applicant response that fit the criteria of the NOFA. The ARPA team would like to finalize the recommendation to award a contract to Numerica Credit Union.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense \$ 1,500,000

Select \$

Select \$

Select \$

**Budget Account**

# 1425-88153-57215-54201-97233

#

#

#

**Approvals****Dept Head** MURRAY, MICHELLE**Division Director** WALLACE, TONYA**Finance** MURRAY, MICHELLE**Legal** HARRINGTON, MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** F&A Committee  
1/23/2023**Council Sponsor** CM Wilkerson & CP Beggs**Distribution List****Additional Approvals****Purchasing**

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokanecity.org
<b>Council Sponsor(s)</b>	CM Wilkerson & CP Beggs
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	ARPA Down Payment Assistance Award
<b>Summary (Background)</b>	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$1,500,000 for Attainable Housing Permits and this was subsequently changed to Down Payment Assistance per the ARPA workgroup to award a qualified organization to administer a down payment assistance program. On November 22, 2022 the City issued a Notice of Funding for Availability of \$1,500,000. Applications closed on December 21, 2022. There was one applicant response that fit the criteria of the NOFA. The ARPA Accounting team would like to finalize the recommendation to award a contract to Numerica Credit Union.
<b>Proposed Council Action</b>	Approve award recommendation
<b>Fiscal Impact</b>	
Total Cost: <u>\$1,500,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: American Rescue Plan Act	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? All information to be collected is to be done by the rules and regulations of the institution facilitating the grant.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with ARPA workgroup and subcommittee direction.	

## AGREEMENT BETWEEN

**CITY OF SPOKANE (“CITY”) AND NUMERICA CREDIT UNION  
 (“GRANTEE”) IN CONJUNCTION WITH DOWN PAYMENT ASSISTANCE  
 PROGRAM**

<b>1. Grantee</b> Numerica Credit Union 14610 E Sprague Ave Spokane Valley WA, 99216		<b>2. Contract Amount</b> \$1,500,000.00	<b>3. Tax ID#</b> 91-0863377	<b>4. UEI#</b> MEUXP8KDM6Y5
<b>5. Grantee’s Program Representative</b> Lars Gilberts VP Equity & Community Development <a href="mailto:lgilberts@numericacu.com">lgilberts@numericacu.com</a> (509) 688-6863		<b>6. City’s Program Representative</b> Vlad Lukin ARPA Coordinator <a href="mailto:vlukin@spokanecity.org">vlukin@spokanecity.org</a>		
<b>7. Grantee’s Financial Representative</b> Lars Gilberts VP Equity & Community Development <a href="mailto:lgilberts@numericacu.com">lgilberts@numericacu.com</a> (509) 688-6863		<b>8. City’s Contract Representative</b> Laura Aga Contracts & Business Standards Officer <a href="mailto:laga@spokanecity.org">laga@spokanecity.org</a>		
<b>9. Grantor Award #</b> SLFRF		<b>10. Start Date</b> 3/1/2023	<b>11. End Date</b> 2/29/2024	
<b>12. Federal Funds</b> ARPA & CSLFRF	<b>CFDA #</b> 21.019	<b>Federal Agency</b> U.S. Department of the Treasury (“Treasury”)		
<b>13. Total Federal Award</b> \$80,991,104	<b>14. Federal Award Date</b> 3/1/2020	<b>15. Research &amp; Development?</b> No	<b>16. Indirect Cost Rate</b>	
<b>17. Grantee Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder		<b>18. Grantee Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
<b>19. Grant Purpose:</b> to allocate grant funds to solicit Proposals from qualified organizations interested in providing administrations of an economic support funding program to address COVID-19 impact in Spokane. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Exhibit “A” – Down Payment Assistance Program Application, Exhibit “B” – NOFA ARPA Down Payment Assistance Program, Exhibit “C” – ARPA Down Payment Assistance Award Letter				
This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No.				
<b>20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Down Payment Assistance Program Application for Funding, (3) Attachment “A” - Suspension &amp; Debarment and FFATA Certification</b>				

## TERMS AND CONDITIONS

### SECTION NO. 1: SCOPE OF SERVICE

#### A. ACTIVITIES.

The GRANTEE will be responsible for providing administrations of an economic support funding program to address COVID-19 impact in Spokane (“Programs”) in a manner satisfactory to the CITY, and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Programs will include the following activities eligible under the American Rescue Plan Act (ARPA) and Corona Virus State and Local Fiscal Recovery Fund (CSLFRF):

##### 1) Program Delivery.

GRANTEE shall administer and distribute ARPA grant dollars to First time homebuyers with a family income below 200% AMI (\$100,000/year) and the ability to provide proof of income eligibility and location of home

##### 2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all ARPA and CSLFRF activities, including general management, oversight, and coordination and training on ARPA and CSLFRF requirements to ensure that specified activities are provided and performance outcomes are achieved.

#### B. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.



**SECTION NO. 2: PERIOD OF PERFORMANCE**

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY’s ARPA AND CSLFRF Program as funded by Department of the Treasury. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CRF funds or other ARPA AND CSLFRF assets, including program income.

**SECTION NO. 3: BUDGET**

<b>Administration</b>	
Admin	0
Indirect Costs	150,000.00
<b>Subtotal</b>	<b>150,000.00</b>
<b>Project Operations</b>	
Salaries and Benefits	90,000.00
Supplies	10,000.00
Equipment	\$0.00
Direct Client Assistance	1,250,000.00
Other - Describe in Narrative	\$0.00
<b>Subtotal</b>	<b>1,350,000.00</b>
<b>Total</b>	<b>1,500,000.00</b>

**Update Total**

The GRANTEE is authorized to spend no more than **One Million, Five Hundred Thousand and NO/100 (\$ 1,500,000.00)** between March 1, 2023 through February 29, 2024 with option for 1 year renewal agreeable by both parties

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX (Appendix V for governmental entities or III for universities) and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

#### **SECTION NO. 4: PAYMENT**

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement. In limited circumstances, the GRANTEE may be allowed payment advances to allow for sufficient cash flow to administer the program goals and objectives. If advance payments are received by the GRANTEE, additional requirements in reporting or invoicing may be required.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

#### **SECTION NO. 5: NOTICES**

- A. Notices required by this Agreement shall be in writing and delivered by email. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

#### **SECTION NO. 6: SPECIAL CONDITIONS**

The GRANTEE shall participate in a program start up meeting and quarterly program review meetings with CITY staff to assess program activities and monitor fund spend-down. All meetings shall be remote WebEx meetings and will be scheduled by the CITY after execution of the contract.

The GRANTEE shall not sub award any funds included in this Agreement.

## **SECTION NO. 7: GENERAL CONDITIONS**

### **A. GENERAL COMPLIANCE.**

The GRANTEE agrees to comply with the requirements of Title 2 of the Code of Federal Regulations (CFR), Part 200, Subpart F – Audit Requirements, inclusive of any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management of Budget (OMB) Circular or regulation. The Grantee shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. “INDEPENDENT CONTRACTOR”.**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the GRANTEE is an independent contractor.

### **C. HOLD HARMLESS.**

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE’s performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. WORKERS’ COMPENSATION.**

The GRANTEE shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### **E. INSURANCE AND BONDING.**

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than

\$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ten (10) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ten days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

## H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and the Department of Treasury guidelines, policies or directives as may become applicable at any time;
  - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

## I. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE does not believe it is required to obtain a business registration, it may contact the

CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

K. SOCIAL SECURITY NUMBERS.

Unless required by Federal or State Law, social security numbers of the recipients of these funds will not be required.

**SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS**

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING.

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets
- c. Records required to determine the eligibility of activities;
- d. Financial records as required;
- e. Program participant records and services provided;

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to the Department of the Treasury, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the agreement period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
  - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
  - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and

"Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over ARPA AND CSLFRF funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, the Department of the Treasury or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than



\$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201. within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

## C. REPORTING AND PAYMENT PROCEDURES.

### 1) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursements requested inside Neighborly portal and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for payment by GRANTEE shall be submitted monthly at a minimum with no more than two draws per month for the previous two weeks expenditures as directed below, using the Neighborly portal. For example; expenses incurred during the month of March,

the payment request shall be submitted on or before the 15th of April. In conjunction with each payment request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub grant or other founding source. **GRANTEE shall submit payment requests to the CITY's Neighborly portal** <https://portal.neighborlysoftware.com/spokaneWA/Participant>

a. Payment Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail) and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or the Department of the Treasury determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or the Department of the Treasury may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Sub grantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

**SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS**

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin,

honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the Department of the Treasury or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA AND CSLFRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA AND CSLFRF-assisted activity, or with respect to the proceeds from the ARPA AND CSLFRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all sub awards at all tiers (including

subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By signing this document, the GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the ARPA AND CSLFRF program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

**SECTION NO. 11: SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**SECTION NO. 13: WAIVER**

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

**SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

**Attachments**

Attachment "A" - Suspension & Debarment and FFATA Certification

Exhibit "A" – Down Payment Assistance Program Application

Exhibit "B" – NOFA ARPA Down Payment Assistance Program

Exhibit "C" – ARPA Down Payment Assistance Award Letter

Attachment "B" - ARPA-CLFRF CFDA Terms and Conditions

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

(3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

**By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.**

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

**Federal Funding Accountability and Transparency Act (FFATA) Certification**

**The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.**

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes  If yes, answer question 2 below.

No  If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

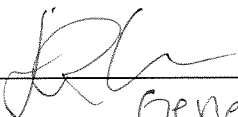
Yes  If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No  If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

**The Grantee certifies that the information contained on this form is true and accurate.**

**By:**   
**Title:** General Counsel  
**Date:** 12/21/22



**Accounting Department**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3304  
(509) 625-6320  
FAX (509) 625-6939

**Michelle Murray**  
Accounting Director

To,  
Numerica Credit Union  
VP Equity & Community Development  
Lars Gilberts  
14610 E Sprague Ave.,  
Spokane Valley, WA 99216

1/9/2023

Dear Numerica Credit Union,

Thank you for submitting your grant application for the Down Payment Assistance for 2022, funded by the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The City of Spokane has received numerous requests, during the current grant cycle, from non-profits applying for support for their events in the community.

Congratulations, the Down Payment Assistance Committee is very pleased to inform you that the Numerica Credit Union has been selected for a \$1,500,000 award contingent upon the City Council approval. The City of Spokane understands the COVID-19 pandemic was difficult for all organizations and we hope this grant helps in recovery so your organization can continue to play an important role in the community.

We wish you much success and look forward to working with you.

Sincerely,

Vlad Lukin  
ARPA Coordinator, City of Spokane  
[accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org)

**ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING**  
American Rescue Plan (ARP)  
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)  
Funding Authority: U.S. Department of Treasury  
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.  
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,  
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,  
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).  
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),  
Ethics in Public Services (RCW 42.52),  
Covenant Against Contingent Fees (48 CFR Section 52.203-5),  
Public Records Act (RCW 42.56),  
Prevailing Wages on Public Works (RCW 39.12),  
State Environmental Policy Act (RCW 43.21C),  
Shoreline Management Act of 1971 (RCW 90.58),  
State Building Code (RCW 19.27),  
Energy Policy and Conservation Act (PL 94-163, as amended),  
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

**CERTIFICATION**

\_\_\_\_\_  
Signature, Administrator, or Applicant Agency

12/21/22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaclyn Clabby - General Counsel  
print name and title



CITY OF SPOKANE - Accounting/Grants  
 808 W. Spokane Falls Blvd.  
 Spokane, Washington 99201-3316  
[accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org)

## Notice of Funding Availability

<p><b><u>NOFA TITLE:</u></b></p> <p><b><u>Organizations to distribute ARPA funds for Down payment Assistance specified programs</u></b></p> <p><b><u>NOFA COORDINATOR:</u> Makayla Sauve, ARPA Coordinator</b></p> <p><b><u>PRE-SUBMITTAL MEETING:</u></b> <b><u>None</u></b></p>	<p><b><u>Proposal Submittal:</u></b></p> <p><b>All Proposals shall be submitted electronically through the City of Spokane Neighborly portal before the due date and time.</b></p>
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# 1. GENERAL INFORMATION

## 1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the NOFA Coordinator and submitted to [accountinggrantsadmin@spokanecity.org](mailto:accountinggrantsadmin@spokanecity.org). Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all proposers have access to the information. It is the responsibility of the proposers to check the City of Spokane's website for this information.

## 1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Accounting and Grants Department (hereinafter "City") is initiating this Notice of Funding for Down Payment Assistance (NOFA) to solicit Proposals from qualified organizations interested in providing administrations of an economic support finding program to address COVID-19 impact in Spokane. This NOFA seeks one or more organizations to distribute ARPA grant dollars with the following parameters:

- First time homebuyers
- Have a family income below 200% AMI (\$100,000/year)
- Ability to provide proof of income eligibility and location of home

## 1.3 MINIMUM QUALIFICATIONS

Eligible applicants include:

- Non-profit financial institutions registered with NCUA
- Non-profit financial institution registered within the City of Spokane
- Licensed to do business in the State of Washington

Additionally, applicants must be able to demonstrate the legal, financial, and programmatic ability to administer the proposed project and meet the City contracting requirements, such as:

- Audit and Financial requirements if applicable
- Business Licensing Requirements
- Proof of Insurance
- Possess and active Unique Entity ID (generated by SAM.Gov)

See Agreement Terms sections as well as the guideline specific to ARPA/federal programs.

## 1.4 CONTRACT PERIOD

Any contract resulting from this NOFA will be negotiated and subject to available funding. It is anticipated this will be a multi-year contract that is renewable upon mutual agreement.

## 1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's website for Addenda or other additional information that may be posted regarding this Notice of Funding Availability. However, the City will

provide any addenda to organizations who request addenda or submit a response to this NOFA. The City will not provide individual notice or changes; and applicants are responsible for regularly checking the City of Spokane’s website for answers to questions, process updates, clarifications, or amendments. The City will not pay for any costs the organization may incur while they are preparing their application, providing information requested by the City, or participating in the selection process.

**1.6 TERMS AND CONDITIONS**

Terms and Conditions applicable to this NOFA are included herein by reference and attached to this NOFA as Attachment B.

**1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

<b>NOFA Timeline</b>	<b>Date</b>
Notice of Funding Availability	November 22, 2022
Last Day to Submit Questions	December 6, 2022
Application Deadline	December 21, 2022
Evaluation and Notice of Awards	January 6, 2023

The City reserves the right to revise the above schedule.

**1.8 FUNDING**

This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a Proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document, see Attachment 1. The total available to up to \$1.5 million.

**1.9 DEFINITIONS**

Definitions for the purposes of this NOFA include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this NOFA.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**NOFA** – Notice of Funding Availability

**Debarred** – Excluded from Federal procurement and non-procurement programs throughout the U.S Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. The SAM system combines data from the Central Contractor Registration, Federal Register, Online Representation and Certification Applications, and Excluded Parties List System.

## **2. SCOPE OF SERVICES**

The City of Spokane, through its Accounting and Grants Department, (hereinafter “City”) is initiating this Notice of Funding Availability (NOFA) to solicit applications from qualified and experienced organizations/agencies to select and organization(s) to distribute ARPA grants to Down Payment Assistance organizations for specified programs and staffing support needs within the City of Spokane.

## **3. PROPOSAL CONTENTS**

### **3.1 ORGANIZATION INFORMATION**

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Management Proposal and Cost Proposal. Collaboration and proposal partnerships are encouraged.

### **3.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the Agencies.

### **3.3 MANAGEMENT PROPOSAL**

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services.

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this NOFA. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

### **DOWN PAYMENT ASSISTANCE RESPONSE**

1. Do you currently have staff dedicated to managing the ARPA Grant Funding distributions?
2. What makes your organization the best option for selection?
3. What constraints, limitations, or restrictions will impact the performance of service?
4. Provide a measurable goal that will be used to determine the success and impact of this program. Specifically define outcomes of this goal and how it would be measured.

### **RACIAL EQUITY AND CLIENT ENGAGEMENT**

1. Describe the steps the applicant(s) have taken (or plans to take) in order to establish, develop, or to continue policies, practices, and procedures that increase racial and social equity in the following areas: training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.
2. Describe the areas which represent the applicant organization's/partnership's strengths or assets, and describe the areas in which the applicant organization has room for growth?
3. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are typically not able to respond to formal NOFAs. Include efforts related to service design, staffing, outreach and engagement approach, and language access.
4. Explain how the applicant agency/partnership will make services available to populations underrepresented, including racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ youth and adults, and people with limited English-language proficiency.
5. How will the organization accommodate and adjust in response to these underrepresented populations and what systems are in place (or will be) to track this data?

The City of Spokane is committed to equitably and effectively utilizing ARP resources to help out community bounce back as soon as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequalities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequalities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.

## PROGRAM OVERVIEW AND DISCRIPTION

1. Describe the existing or proposed programs

## STAFFING PLAN

1. Describe the existing or proposed staffing model

## PROGRAM PERFORMAMCE AND EVALUATION

Applicants organizations are required to continuously monitor the effectiveness, efficiency, relevance, and sustainability of their projects through targeted and feasible performance evaluations.

1. Outline a plan that details how the applicant organization/partnership will continually ensure that project performance meets or exceeds the performance standard as outlined by the City of Spokane.
2. The plan should address the following:
  - Explain your organization's prior experience with the program type. Project, and/or client population
  - Describe how your organization has involved clients input into project/program design, evaluation and/or decision-making.
3. Describe what technical assistance may be needed for successful implementation of deliverables indicated in this NOFA

## 3.5 COST PROPOSAL

Applicants will be required to complete and submit a **Detailed Budget** which outlines a composite annual budget for the proposed services. The Detailed Budget must have an accompanying budget *narrative and justification* that provides, in detail, the total amount for implementation of the project your organization is proposing. If multiple agencies will be partnering on this proposal provide a cost breakdown of the expenses that will be incurred by each individual agency.

1. Describe if the applicant organization has other committed sources of funding that will support the sustainability of this program. Please detail the source and the terms for when the funds will be available for this project, if any.
2. Describe what the applicant organization is doing to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.
3. If the budget included indirect costs, please provide an explanation of the proposed indirect cost method

## BUDGET NARRATIVE

Explain how the requested funds will be used to support the participants served by this project. For each line item listed with a dollar figure (except expense category subtotals), provide a brief narrative detailing:

- a) how the item relates to the proposed service
- b) the method used to determine the cost

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane’s online procurement system portal: [Neighborly](#) before the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic proposal:

1. Register email address
2. Verify email address
3. Log in
4. Select Notice of Funding Available
5. Fill out required application and supply required documents
6. Certify application
7. Submit application

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The NOFA Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

### 4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

<b>MANAGEMENT PROPOSAL – 75%</b> <ul style="list-style-type: none"> <li>• Overall proposal – 15%</li> <li>• Proposal Requirement Responses – 15%</li> <li>• Racial Equity and Client Engagement – 15%</li> <li>• Staffing Plan – 15%</li> <li>• Project Performance and Evaluation – 15%</li> </ul>	75 Points (Maximum)	75 points
<b>COST PROPOSAL – 25%</b>	25 Points (Maximum)	25 points

<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>100 POINTS</b>
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**4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT**

This NOFA does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the NOFA may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this NOFA. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

**5. GRANT REQUIREMENTS**

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or H.R 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms and Conditions accompanying this NOFA.

**6. NOFA ATTACHMENTS**

**ATTACHMENT 1: REQUEST FOR PROPSAL – TERMS AND CONDITIONS**

**1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

**2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is

then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.

### 3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Business or the Business’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work made for hire” as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Business uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Business and is not “work made for hire” within the terms of this Agreement.

### 4. REVISIONS TO THE NOFA

In the event it becomes necessary to revise any part of this NOFA or provide any other pertinent information, it shall be posted to the City of Spokane’s website. The City also reserves the right to cancel or reissue the NOFA in whole or in part, prior to final award of a contract.

### 5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

### 6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this NOFA, in conduct of a presentation, or any other activities related to responding to this NOFA

### 7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm’s Proposal. Debriefing conferences may be conducted in person or on the telephone.

### 8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. NONDISCRIMINATION No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service



animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

#### 10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

#### 11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

#### 13. DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

#### 14. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals.

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2023-0077
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	MICHELLE MURRAY 625-6320
<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5600-ACCOUNTING - NOT-FOR-PROFIT ASSISTANCE AWARDS

**Agenda Wording**

Acceptance of the Not-for-Profit Assistance Awards

**Summary (Background)**

On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to not-for-profit entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$2,322,519.92 was conditionally awarded to 56 local not-for profits. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense \$ 2,322,519.92

Select \$

Select \$

Select \$

**Budget Account**

# 1425-88153-57215-54201-97250

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**Approvals****Dept Head** MURRAY, MICHELLE**Division Director** WALLACE, TONYA**Finance** MURRAY, MICHELLE**Legal** HARRINGTON,  
MARGARET**For the Mayor** ORMSBY, MICHAEL**Additional Approvals****Purchasing****Council Notifications****Study Session\Other** F&A Committee  
1/23/2023**Council Sponsor** CM Stratton & CM  
Wilkerson**Distribution List**

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokanecity.org
<b>Council Sponsor(s)</b>	CM Stratton & CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Not-for-profit Assistance Awards
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to not-for-profit entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$2,322,519.92 was conditionally awarded to 56 local not-for profits. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.
<b>Proposed Council Action</b>	Approve award recommendations
<b>Fiscal Impact</b>	
Total Cost: <u>\$2,322,519.92</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Local not-for-profit entities would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding not-for-profit entities in recovering from COVID 19.	

# ARPA Assistance to Nonprofits

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## Application Recap

- Total Neighborly Applications: 106
- Total Completed: 56
- ARPA Funds Requested: \$2,322,519.92
- ARPA Funds *Conditionally* Awarded: \$2,322,519.92
- Applications Rejected: 0

## Application Issues

- No UEI number for 27 of 56 applications
- Delinquent 501c3 on 8 of 56 applications
- Improper receipts provided on 20 of 56 applications

## Solutions

- UEI in process for most applicants
- All delinquent 501c3's are in process of properly filing, 3-6 month process
- Receipts will be a work in progress

JANUARY 10

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ARPA Coordinator: Caleb Stanton



App #	Date	Case #	Organization	Approved Awards
1	11/22/2021	30183	South Asia Cultural Association dba SACA	\$3,818.00
2	11/22/2021	30188	Compassionate Addiction Treatment	\$45,000.00
3	11/22/2021	30193	MHA SPEAKOUT SPEAKUP	\$36,194.07
4	11/23/2021	30236	Jewels Helping Hands	\$45,000.00
5	11/23/2022	30196	WCFR	\$45,000.00
6	11/23/2022	30223	Mujeres in Action	\$45,000.00
7	11/26/2022	30217	Feast Collective	\$45,000.00
8	11/26/2022	30199	WOW China	\$45,000.00
9	11/28/2022	30209	Spokane AIDS Network	\$45,000.00
10	11/28/2022	30247	Terrain	\$45,000.00
11	11/28/2022	30220	Health and Justice Recovery Alliance	\$45,000.00
12	11/28/2022	30292	German American Society of Spokane	\$45,000.00
13	11/28/2022	30296	Urbanova	\$45,000.00
14	11/29/2022	30301	Spokane Hearing Oral Program of Excellence	\$45,000.00
15	11/29/2022	30305	HBPA	\$45,000.00
16	11/29/2022	30203	If You Could Save Just One	\$45,000.00
17	11/30/2022	30309	Spokane Eastside Reunion Association	\$45,000.00
18	11/30/2022	30243	Spark Central	\$45,000.00
19	11/30/2022	30279	Vets Garage	\$45,000.00
20	12/1/2022	30187	NAMI - SPOKANE	\$45,000.00
21	12/1/2022	30307	Create Your Statement dba Statement	\$45,000.00
22	12/1/2022	30206	Raze Development	\$41,106.00
23	12/2/2022	30186	Family Promise of Spokane	\$45,000.00
24	12/2/2022	30310	American Indian Community Center	\$45,000.00
25	12/2/2022	30216	The Shades of Motherhood Network	\$25,821.72
26	12/2/2022	30208	APIC Spokane	\$45,000.00
27	12/7/2022	30308	Growing Neighbors	\$45,000.00
28	12/8/2022	30253	Our Club	\$45,000.00
29	12/12/2022	30368	Urban Native Youth Organization	\$45,000.00
30	12/12/2022	30397	Spectrum	\$45,000.00
31	12/13/2022	30372	Global Neighborhood	\$45,000.00
32	12/14/2022	30409	90+ Project	\$45,000.00
33	12/15/2022	30318	Hoopfest	\$45,000.00
34	12/15/2022	30415	New Community	\$45,000.00
35	12/15/2022	30426	The Jericho Road	\$45,000.00
36	12/16/2022	30358	FIRST COVENANT CHURCH	\$45,000.00
37	12/16/2022	30425	Cancer Can't	\$45,000.00
38	12/16/2022	30410	St. Anthony's Catholic Parish-Spokane	\$45,000.00
39	12/16/2022	30417	Spokane Civic Theatre	\$45,000.00
40	12/17/2022	30211	Project ID	\$45,000.00
41	12/18/2022	30388	COMMUNITAS CHURCH OF SPOKANE	\$45,000.00
42	12/19/2022	30402	Greater Spokane Low Income Housing Development Consortium	\$45,000.00
43	12/19/2022	30424	Manzanita House	\$45,000.00
44	12/19/2022	30403	Fulcrum Institute Dispute Resolution Clinic	\$45,000.00
45	12/19/2022	30394	Connoisseur Concerts Association	\$40,000.00

46	12/19/2022	30182	Yoyot Sp'q'n'i	\$16,535.32
47	12/19/2022	30432	Stage Left Theater	\$45,000.00
48	12/19/2022	30404	Girls on the Run of Spokane County	\$45,000.00
49	12/19/2022	30337	Spokane Preservation Advocates	\$31,215.65
50	12/20/2022	30356	Communities In Schools of Spokane County	\$45,000.00
51	12/20/2022	30429	Southside Christian School	\$45,000.00
52	12/20/2022	30281	Lilac City Boxing Club	\$4,960.00
53	12/21/2022	30319	Tenants Union of Washington State	\$45,000.00
54	12/21/2022	30447	Spokane Pride	\$45,000.00
55	12/21/2022	30396	Spokane Food Policy Council	\$41,811.47
56	12/21/2022	30369	Spokane (WA) Chapter of the Links	\$11,057.69
				<b>\$2,322,519.92</b>
				<b>Total Awards</b>

**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	OPR 2023-0078
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	MICHELLE MURRAY 625-6320
<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5600-ACCOUNTING - SMALL BUSINESS ASSISTANCE AWARDS

**Agenda Wording**

Acceptance of the Small Business Assistance awards as presented and described.

**Summary (Background)**

On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022, the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022, and a total of \$1,351,327.17 was conditionally awarded to 38 local small business. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense \$ 1,351,327.17

Select \$

Select \$

Select \$

**Budget Account**

# 1425-88153-54201-97253

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**Approvals****Dept Head** MURRAY, MICHELLE**Division Director** WALLACE, TONYA**Finance** MURRAY, MICHELLE**Legal** HARRINGTON,  
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** F&A Committee  
1/23/2023**Council Sponsor** CM Stratton & CM  
Wilkerson**Distribution List****Additional Approvals****Purchasing**



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokanecity.org
<b>Council Sponsor(s)</b>	CM Stratton & CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Small Business Assistance Awards
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was conditionally awarded to 38 local small business. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.
<b>Proposed Council Action</b>	Approve award recommendations
<b>Fiscal Impact</b> Total Cost: <u>\$1,351,327.17</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Local small businesses would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19.	

# ARPA

## Assistance to Small Business

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### Application Recap

- Total Neighborly Applications: 149
- Total Completed: 68
- ARPA Funds Requested: \$2,375,469.39
- ARPA Funds *Conditionally* Awarded: \$1,351,327.17
- Applications Rejected: 29
  - No revenue loss: 21
  - Outside City limits: 5
  - Avg revenue over 1m: 3

### Application Issues

- No UEI number for 11 of 40 applications
- Improper receipts provided on 15 of 40 applications

### Solutions

- UEI in process for most applicants
- Receipts will be a work in progress
  - Some organizations may not be able to provide proper receipts.

JANUARY 10

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ARPA Coordinator: Caleb Stanton



App #	Date	Case #	Organization	Approved Award
1	11/22/2022	30202	TACOS EL SOL LLC	\$45,000.00
2	11/22/2022	30215	MARACAS ZALPA LLC	\$45,000.00
3	11/22/2022	30204	DLJLM, LLC dba Monterey Cafe	\$35,173.41
4	11/22/2022	30192	CUC JIATZ, MARIA CONCEPCION	\$45,000.00
5	11/22/2022	30197	MIS PERICOS INC	\$19,862.00
6	11/23/2022	30228	Incrediburger & Eggs, Inc	\$45,000.00
7	11/23/2022	30205	Braided Education Consulting	\$20,000.00
9	11/23/2022	30248	TACOS TUMBRAS TUMBRAS	\$45,000.00
12	11/24/2022	30226	EL STERR INN LLC	\$45,000.00
14	11/26/2022	30277	Specialty Training, Inc.	\$45,000.00
15	11/26/2022	30212	Robert Crick Law Firm	\$45,000.00
16	11/28/2022	30266	Just a Couple of Moms Catering	\$45,000.00
18	11/29/2022	30298	Luckys Irish Pub	\$45,000.00
19	11/29/2022	30245	Whim Wine Bar	\$45,000.00
24	12/1/2022	30235	Hampton Visual LLC	\$8,475.00
25	12/2/2022	30332	FIESTA MEXICANA	\$45,000.00
27	12/3/2022	30341	Gold Mountain Inc	\$45,000.00
28	12/5/2022	30333	LG Palomo LLC	\$45,000.00
29	12/6/2022	30221	Hello Sugar LLC	\$45,000.00
31	12/6/2022	30299	LUPITAS TACOS Y MAS	\$7,105.00
33	12/6/2022	30335	JC FLOORING LLC	\$11,330.00
35	12/8/2022	30338	Goodwin Cocktail LLC	\$45,000.00
36	12/8/2022	30374	I Want a Cat Right Meow LLC	\$41,159.00
40	12/9/2022	30377	Otori Inc	\$18,853.24
41	12/10/2022	30383	WHISTLE PUNK BREWING	\$45,000.00
43	12/11/2022	30384	THE PALIMPSEST GROUP L.L.C	\$4,366.00
44	12/11/2022	30320	MILLIANNA LLC	\$45,000.00
47	12/13/2022	30393	Jessi Nails LLC	\$45,000.00
48	12/13/2022	30398	Longmeier Industries LLC	\$45,000.00
50	12/14/2022	30423	Zona Blanca LLC	\$45,000.00
52	12/15/2022	30370	Camerer & Company, Inc	\$26,818.00
53	12/16/2022	30399	New Age Warriors	\$35,401.83
58	12/20/2022	30395	R&L Lebzak LLC	\$45,000.00
59	12/20/2022	30441	El Rincon Tapatio	\$13,374.00
62	12/21/2022	30428	ZE MAN AUTO	\$15,210.00
63	12/21/2022	30448	Vinegar LLC dba Boombox Pizza	\$45,000.00
66	12/21/2022	30450	RIVER CITY HOSPITALITY	\$26,271.69
68	12/21/2022	30445	THREE SISTERS FOOD TO GO INC	\$32,928.00

**\$1,351,327.17**  
**Total Awarded**



**Agenda Sheet for City Council Meeting of:**  
02/06/2023

<b>Date Rec'd</b>	2/1/2023
<b>Clerk's File #</b>	CPR 2023-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	LEONARD DAVIS 625-6028
<b>Contact E-Mail</b>	LDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-CLAIMS-2023

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/27/2023. Total:\$9,878,694.43 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$9,085,511.49

**Summary (Background)**

Pages 1-37 Check numbers: 591659 - 591794 ACH payment numbers: 111907 - 112154 On file for review in City Clerks Office: 37 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 9,085,511.49		# Various
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>	
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	PERKINS, JOHNNIE		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 04

APPROVAL FUND SUMMARY

DATE: 01/30/23  
TIME: 08:14  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	854,070.87
1100	STREET FUND	169,046.63
1200	CODE ENFORCEMENT FUND	12,898.58
1300	LIBRARY FUND	40,105.06
1380	TRAFFIC CALMING MEASURES	1,147.00
1400	PARKS AND RECREATION FUND	56,300.06
1425	AMERICAN RESCUE PLAN	437.03
1460	PARKING METER REVENUE FUND	6,909.58
1560	FORFEITURES & CONTRIBUTION FND	40,993.87
1590	HOTEL/MOTEL TAX FUND	29,260.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,658.02
1625	PUBLIC SAFETY PERSONNEL FUND	23,657.66
1640	COMMUNICATIONS BLDG M&O FUND	482.40
1680	CD/HS OPERATIONS	11,625.83
1970	FIRE/EMS FUND	332,044.55
3200	ARTERIAL STREET FUND	77,120.98
4100	WATER DIVISION	219,793.32
4250	INTEGRATED CAPITAL MANAGEMENT	77,790.35
4300	SEWER FUND	642,620.76
4480	SOLID WASTE FUND	1,543,890.35
4600	GOLF FUND	6,391.58
4700	DEVELOPMENT SVCS CENTER	35,375.59
5100	FLEET SERVICES FUND	295,827.04
5110	FLEET SVCS EQUIP REPL FUND	2,967.63
5200	PUBLIC WORKS AND UTILITIES	13,376.09
5300	IT FUND	115,798.69
5310	IT CAPITAL REPLACEMENT FUND	2,599.41
5400	REPROGRAPHICS FUND	5,588.63
5500	PURCHASING & STORES FUND	5,477.18
5600	ACCOUNTING SERVICES	23,704.12
5700	MY SPOKANE	5,998.58
5750	OFFICE OF PERFORMANCE MGMT	4,311.76
5800	RISK MANAGEMENT FUND	104,456.86
5810	WORKERS' COMPENSATION FUND	4,101.46
5820	UNEMPLOYMENT COMPENSATION FUND	354,002.18
5830	EMPLOYEES BENEFITS FUND	516,392.93
5900	FACILITIES MANAGEMENT FUND OPS	12,884.86
6060	EMPLOYEES' RETIREMENT FUND	4,511.18
6070	FIREFIGHTERS' PENSION FUND	122,555.70
6080	POLICE PENSION FUND	123,271.16
6730	PARKING & BUSINESS IMPROV DIST	137,515.41
6960	SALARY CLEARING FUND NEW	2,948,774.32
	TOTAL:	8,988,735.26

REPORT: PG3640  
SYSTEM: FMSAP  
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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 01/30/23  
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,484.85		542.31
00591659	CENTURYLINK	7,106.49		
00591660	JIT TRUCK PARTS LLC	3,514.28		
00591661	RIGHT NOW HEATING, COOLING &	70.00		
00591662	RIGHT NOW HEATING, COOLING &	75.00		
00591663	RIGHT NOW HEATING, COOLING &	15.00		
00591664	NORTH SPOKANE IRRIGATION	31.51		
00591665	SALT DISTRIBUTORS INC	16,829.41		
00591666	SIX ROBBLEES INC	98.72		
00591667	LAND VIEW INC	3,474.71		
00591668	WA ST COUNCIL OF COUNTY & CI	659.72		
00591669	WA STATE BAR ASSOCIATION	5,693.20		
00591670	NATIONSERVE	1,422.61		
00591671	NORFOLK IRON & METAL CO	1,185.66		
00591672	WATERCO OF THE PACIFIC NORTH	325.62		
00591673	CUSTOM SALT SOLUTIONS LLC	5,592.81		
00591674	FBI NATIONAL ACADEMY	120.00		
00591675	GOBLE SAMPSON ASSOCIATES	37,798.77		
00591676	NATURE AND SHIT LLC	70.00		
00591677	DALE MONTY JR	50.00		
00591678	CARLA LOVELAND	5.00		
00591679	JENNIFER MCCANN	10.00		
00591680	EAN SERVICES	55.00		
00591681	DARDAN ENTERPRISES	150.00		
00591682	TERI STINSON	5.00		
00591683	KERI BENZEL	1,928.78		
00591684	PIERCE HOME SERVICES NW LLC	500.00		
00591685	COMMERCIAL GRADING	1,954.37		
00591686	ERIC RINGQUIST	1,035.00		
00591687	SHELLY CARTER	236.00		
00591688	SCOTT D YOUNG	608.48		
00591689	LEVEL 3 FINANCING INC	3,635.02		
00591690	OAK HARBOR FREIGHT LINES INC	167.54		
00591691	ORKIN	340.08		
00591692	PUBLIC SAFETY TESTING INC	484.00		
00591693	ROTO-ROOTER/DIV OF	1,903.66		
00591694	SALT DISTRIBUTORS INC	22,315.29		
00591695	SESAC INC	3,582.00		
00591696	JOSEPH MITCHELL SETY III	360.00		
00591697	SPOKANE CITY TREASURER	770.41		
00591698	SPOKANE CITY TREASURER	5,882.07		
00591699	SPOKANE OPTICAL COMPANY	341.00		
00591700	SPOKANE REGIONAL CLEAN AIR	111,862.14		
00591701	SPOKANE REGIONAL CLEAN AIR	1,577.00		
00591702	PRORATE AND FUEL TAX	832.43		
00591703	WA STATE DEPT OF NATURAL	23.00		
00591704	WA STATE EMPLOYMENT SECURITY	353,916.15		
00591705	ABADAN REPROGRAPHICS	3,132.14		
00591706	ACCESS UNLIMITED & SECURITY	172.66		
00591707	ADAMS TRACTOR CO INC	507.58		
00591708	ADVANCE AUTO PARTS	63.30		
00591709	AIRGAS SPECIALTY PRODUCTS IN	22,390.98		
00591710	ALLIANCE FOR WATER EFFICIENC	1,867.83		

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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00591711	CENTRAL MACHINERY SALES INC	2,218.45		
00591712	CENTURYLINK	4,502.25		
00591713	CRANETECH INC	5,000.00		
00591714	CUSTOM SALT SOLUTIONS LLC	5,420.44		
00591715	EASTERN WASHINGTON ATTORNEY	65.00		
00591716	TDS TELECOM	210.00		
00591717	SWITCHBACK CONCEPTS LLC	65.00		
00591718	EPIC ELECTRICAL ENTERPRISE L	40.00		
00591719	REGIS THOLA	99.82		
00591720	MT BALDY COMMUNICATIONS LLC	6,503.94		
00591721	US BANK	155.75		
00591722	VETS PSYCH CORPS INC	348.80		
00591723	WA STATE DEPT OF REVENUE	13,241.32		
00591724	DUPREE BUILDING SPECIALTIES/		976.64	
00591725	YI ARIAS		200.00	
00591726	VINA CARTHART		75.00	
00591727	NEW ENGLAND HISTORIC		270.00	
00591728	MAGUIRE INSURANCE AGENCY INC		97,368.00	
00591729	TWIN CITY FIRE INSURANCE CO		10,851.00	
00591730	WASHINGTON TRUST BANK		325.91	
00591731	CENTURYLINK			107.87
00591732	COMCAST			659.16
00591733	SPOKANE VALLEY PARTNERS	4,200.00		
00591761	BIG SKY INDUSTRIAL/DIV OF	2,161.47		
00591762	CANON FINANCIAL SERVICES INC	927.80		
00591763	WA STATE TREASURER	40,367.12		
00591764	CMR OPS, LLC			636.00
00591765	AT&T			49.03
00591766	CENTURYLINK			168.52
00591767	CLEARWATER SEED LLC			6,025.62
00591768	COMCAST			72.93
00591769	COMCAST			198.01
00591770	COMCAST			188.38
00591771	COMCAST			205.07
00591772	PARK DEPT IMPREST FUND			282.72
00591773	WASHINGTON STATE UNIVERSITY			175.00
00591774	CHILD SUPPORT SERVICES	934.96		
00591775	HUMAN RESOURCES	809.00		
00591776	ICMA RETIREMENT TRUST 457	473,397.47		
00591777	ICMA RETIREMENT TRUST 457 LO	48,057.53		
00591778	ING LIFE INSURANCE & ANNUITY	134,804.27		
00591779	MGT OF AMERICA CONSULTING LL	18,450.00		
00591780	NEW JERSEY SUPPORT PAYMENT	179.83		
00591781	OFFICE OF THE ATTORNEY GENER	200.00		
00591782	PEOPLE QUALIFIED COMMITTEE	7.00		
00591783	PRE-PAID LEGAL SERVICES INC	361.14		
00591784	STATE DISBURSMENT UNIT	862.58		
00591785	UNITED STATES TREASURY	12.50		
00591786	US BANK OR CITY TREASURER	1,651,171.64		
00591787	VOYA FINANCIAL LOAN REPAYMEN	362.28		
00591788	WA GET PROGRAM	345.00		
00591789	WA STATE SUPPORT REGISTRY OR	17,392.53		
00591790	WASHINGTON LEOFF	950,126.72		

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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00591791	WESTERN STATES POLICE MEDICA	3,375.00		

00591792	WM RECYCLE AMERICA LLC	1,261.53	
00591793	WSCCCE, AFSCME, AFL-CIO	339.57	
00591794	PNW PICKLEBALL ASSOCIATION		4,927.84
80111907	AIR EXCHANGE INC	9,417.62	
80111908	NORTHWEST INDUSTRIAL SERVICE	440.00	
80111909	AVISTA UTILITIES	85,866.39	
80111910	CDW GOVERNMENT INC	2,940.47	
80111911	CINTAS CORPORATION NO 3	8,392.70	
80111912	COPIERS NORTHWEST INC	1,781.13	
80111913	DELL MARKETING LP	9,147.97	
80111914	GWP HOLDINGS LLC	13.27	
80111915	GALLS LLC	3,560.66	
80111916	GMCO CORP	38,670.01	
80111917	WINGFOOT COMMERCIAL TIRE	13,465.82	
80111918	GRAINGER INC	420.18	
80111919	HDR ENGINEERING INC	4,734.40	
80111920	HOTSY OF SPOKANE LLC	3,632.36	
80111921	KPFF CONSULTING ENGINEERS	9,248.34	
80111922	LIFE ASSIST INC	4,739.34	
80111923	MOTION AUTO SUPPLY	276.75	
80111924	NAPA AUTO PARTS	653.07	
80111925	LEGEND INVSTMENTS CORP	817.50	
80111926	NORCO INC	3,628.00	
80111927	NORLIFT INC	1,989.66	
80111928	NORTH COUNTRY SERVICES LLC	626.75	
80111929	PACWEST MACHINERY LLC	3,569.24	
80111930	PAPE MACHINERY INC	6,423.70	
80111931	PETE LIEN & SONS INC	9,568.33	
80111932	POMP'S TIRE SERVICE INC	30,913.67	
80111933	BRANDSAFWAY SERVICES INC	3,374.80	
80111934	SHAMROCK PAVING CO/DIV OF	1,109.91	
80111935	MCLOUGHLIN & EARDLEY GROUP	4,151.36	
80111936	SOLID WASTE SYSTEMS INC	7,554.64	
80111937	SPECIAL ASPHALT PRODUCTS	2,183.72	
80111938	SPOKANE HOUSE OF HOSE INC	1,366.46	
80111939	TELEFLEX LLC	4,400.00	
80111940	US BANK TRUST NA	100,000.00	
80111941	VERIZON WIRELESS	366.50	
80111942	VOLT MANAGEMENT CORP	4,144.00	
80111943	WENDLE FORD NISSAN ISUZU	137.36	
80111944	WESTERN STATES EQUIPMENT CO	790.32	
80111945	CHRISTOPHER BENESCH	1,938.60	
80111946	JEANNE FINGER	265.50	
80111947	ABSOLUTE DRUG TESTING LLC	8,080.00	
80111948	ACRANET CBS BRANCH/DIV OF	1,006.00	
80111949	ALS LABORATORY GROUP	337.00	
80111950	NORTHWEST INDUSTRIAL SERVICE	210.00	
80111951	AMERIGAS PROPANE LP	643.76	
80111952	ARAMARK UNIFORM SERVICES	101.33	
80111953	AVISTA UTILITIES	215,157.32	
80111954	CABOT NORIT AMERICAS INC	21,420.00	
80111955	CARLSON SHEET METAL WORKS IN	2,250.85	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80111956	CINTAS CORPORATION NO 3	437.74		
80111957	COLEMAN OIL COMPANY LLC	7,834.82		
80111958	CONNELL OIL INC	16,153.72		
80111959	COPIERS NORTHWEST INC	610.75		
80111960	GWP HOLDINGS LLC	14,600.76		



80111961	FASTENAL CO	10,744.62
80111962	GORLEY LOGISTICS LLC	50.74
80111963	FIREPOWER INC	408.76
80111964	DUSTY FREDRICKSON	167.71
80111965	FROSTY ICE/DIV OF R PLUM COR	128.89
80111966	FRONTIER PRECISION	26,474.74
80111967	GMCO CORP	13,340.49
80111968	GORDON TRUCK CENTERS INC DBA	7,115.09
80111969	GULF CONTROLS COMPANY INC	1,017.17
80111970	H D FOWLER COMPANY	5,354.19
80111971	HASKINS STEEL CO INC	1,124.93
80111972	HITACHI ZOSEN INOVA U.S.A.	50,131.28
80111973	INDUSTRIAL BOLT & SUPPLY INC	1,636.37
80111974	INLAND ENVIRONMENTAL RESOURC	30,374.11
80111975	INLAND PACIFIC HOSE & FITTIN	53.76
80111976	INLAND POWER & LIGHT CO	146.40
80111977	INSIGHT DISTRIBUTING INC	457.73
80111978	INSTANT SIGN FACTORY	6,213.00
80111979	KEMIRA WATER SOLUTIONS INC	66,224.57
80111980	KENWORTH SALES COMPANY	6.70
80111981	DUANE LEOPARD	175.00
80111982	MCGUIRE BEARING CO	2,270.86
80111983	MIDLAND SCIENTIFIC INC	2,571.77
80111984	MIMIRS WELL LLC	5,460.00
80111985	LEGEND INVSTMENTS CORP	9,197.86
80111986	NEPTUNE TECHNOLOGY GROUP INC	1,635.00
80111987	NORCO INC	715.52
80111988	ALGONA PACIFIC FACILITIES OF	1,100.00
80111989	NORTHSTAR CHEMICAL INC	7,901.02
80111990	OLIN CORPORATION	13,997.51
80111991	OXARC INC	25,992.33
80111992	PAPE MATERIAL HANDLING	2,828.71
80111993	PAPE MACHINERY INC	6,493.13
80111994	PETE LIEN & SONS INC	57,328.67
80111995	POLYDYNE INC	32,017.62
80111996	POMP'S TIRE SERVICE INC	129.06
80111997	PRO MECHANICAL SERVICES INC	1,011.10
80111998	Q DIG IT LLC	1,380.46
80111999	RIVER PARK SQUARE LLC	146.67
80112000	SOLID WASTE SYSTEMS INC	698.82
80112001	SPECIAL ASPHALT PRODUCTS	588.60
80112002	SPECIALTY MACHINING & MFG CO	2,490.00
80112003	SPOKANE COUNTY FIRE DIST 10	80,307.65
80112004	SPOKANE CONSERVATION DISTRIC	1,490.50
80112005	SPOKANE COUNTY TREASURER	65,732.68
80112006	SPRAY CENTER ELECTRONICS INC	4,541.46
80112007	TUNNEL RADIO OF AMERICAN INC	13,611.92
80112008	TWO RIVERS TERMINAL LLC	13,009.24

REPORT: PG3640

CITY OF SPOKANE

DATE: 01/30/23

SYSTEM: FMSAP

COUNCIL CHECK RANGE/TOTAL

TIME: 08:15

USER: MANAGER

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RUN NO: 04

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80112009	US BANK OR CITY TREASURER	76,633.78		
80112010	VERIZON WIRELESS	2,404.21		
80112011	WASHINGTON AUTO CARRIAGE	1,277.97		
80112012	WESTERN STATES EQUIPMENT CO	2,167.99		
80112013	WSF LLC	1,989.02		
80112014	WHITNEY EQUIPMENT COMPANY IN	20,432.70		
80112015	TODD M NELSON	163.34		
80112016	ACTION MATERIALS	6,825.58		
80112017	VYANET OPERATIONS GROUP dba	180.05		

80112018	ALS LABORATORY GROUP	575.00		
80112019	ARAMARK UNIFORM SERVICES	57.93		
80112020	AUBURN FILTER SENSE LLC	477.40		
80112021	AVISTA CORPORATION	1,545.97		
80112022	AVISTA UTILITIES		3,165.08	
80112023	BAKER & TAYLOR BOOKS		7,493.79	
80112024	BANNER FURNACE & FUEL	346.62		
80112025	BATTERY SYSTEMS INC	2,230.22		
80112026	BUCK'S TIRE & AUTOMOTIVE	130.80		
80112027	BUD CLARY CHEVROLET JEEP EAG	45,064.05		
80112028	CAMERON-REILLY LLC	67,705.75		
80112029	CARASOFT TECHNOLOGY CORP	2,745.58		
80112030	CAREERS IN GOVERNMENT INC	7,875.00		
80112031	CINTAS CORPORATION NO 3	2,620.00	38.15	
80112032	COLEMAN OIL COMPANY LLC	99,188.63		
80112033	COLUMBIA ELECTRIC SUPPLY/DIV	701.66		
80112034	COMCAST	207.64		
80112035	COMMERCIAL TIRE INC	2,401.42		
80112036	COMMONSTREET CONSULTING LLC	2,837.23		
80112037	COMPUNET INC	7,525.67		
80112038	CONNELL OIL INC	7,981.45		
80112039	COPIERS NORTHWEST INC	441.44		
80112040	CORE & MAIN LP	47,769.69		
80112041	CORRECT EQUIPMENT INC	4,654.45		
80112042	CORWIN OF SPOKANE LLC	4,338.41		
80112043	COWLES PUBLISHING COMPANY		907.40	
80112044	CUMMINS NORTHWEST LLC	3,664.53		
80112045	DEVRIES INFORMATION MANAGEME	41.03		
80112046	ALBERTO C CESAR ALBERTY			695.00
80112047	GWP HOLDINGS LLC	7,227.27		
80112048	ELJAY OIL CO INC	1,364.46		
80112049	ENTERPRISE FM TRUST	6,371.99		
80112050	EQUIPMENTSHARE.COM INC			2,864.95
80112051	FASTENAL CO	7,650.95		
80112052	FIREPOWER INC			1,498.76
80112053	GARCO CONSTRUCTION INC			473,335.30
80112054	GOLF COURSE SUPERINTENDENT			1,080.00
80112055	WINGFOOT COMMERCIAL TIRE	2,517.31		
80112056	HUMANIX HUMAN RESOURCE		1,786.00	
80112057	IBISWORLD INC		14,460.00	
80112058	INDUSTRIAL BOLT & SUPPLY INC		3,263.39	
80112059	INSIGHT DISTRIBUTING INC			3,485.82
80112060	INSTROTEK INC	1,311.98		
80112061	HOME DEPOT USA INC	616.74		

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80112062	KENWORTH SALES COMPANY	3,644.43		
80112063	LANGUAGE LINE SERVICES	27.04		
80112064	MIDWEST TAPE		103.84	
80112065	NOVUS AUTO GLASS	1,222.16		
80112066	WORKSPACE DEVELOPMENT LLC		13,802.18	
80112067	OPTO INTERMEDIATE HOLDCO INC		86,010.12	
80112068	OVERDRIVE INC		16,147.47	
80112069	PACER SERVICE CENTER	102.50		
80112070	PAPE MACHINERY INC	45.54		
80112071	PERFORMANCE SYSTEMS	784.82		
80112072	PREMERA BLUE CROSS OR	314,723.93		
80112073	PRO MECHANICAL SERVICES INC	1,238.14		
80112074	SHERWIN WILLIAMS CO			200.36

80112075	SHI CORP	53,707.99		
80112076	SOLID WASTE SYSTEMS INC	4,797.95		
80112077	HESTON HARDWARE			43.56
80112078	SPOKANE HARDWARE SUPPLY INC		65.40	
80112079	SPOKANE PUBLIC SCHOOLS		75.00	
80112080	THE HUNTINGTON NATIONAL BANK			6,310.20
80112081	VERIZON WIRELESS	170.60	202.69	
80112082	WESTERN EQUIPMENT DISTRIBUTO			16,789.14
80112083	JOAQUIN LEAL-RODRIGUEZ	542.00		
80112084	ABB INC	90,868.80		
80112085	ANATEK LABS INC	6,637.00		
80112086	BANNER FURNACE & FUEL			490.50
80112087	CASCADE RECREATION INC			2,964.30
80112088	CASCADIA CONSULTING GROUP IN	11,120.00		
80112089	CONSOR NORTH AMERICA INC	17,788.75		
80112090	COPIERS NORTHWEST INC	3,366.12		
80112091	CREEK AT QUALCHAN GOLF COURS			960.00
80112092	DIVCO INC	1,060.80		
80112093	ECO COUNTER INC			6,507.30
80112094	ECOCHEM ANALYTICS INC	1,281.42		
80112095	FIRE CONTROL SPRINKLER SYSTE	2,883.08		
80112096	GALLS LLC			8.82
80112097	GROUNDWATER SOLUTIONS INC	4,540.27		
80112098	HELFRICH BROTHERS BOILER WOR	66,322.56		
80112099	HYDRAULICS PLUS INC	6,111.66		
80112100	JACOBS ENGINEERING GROUP INC	13,121.25		
80112101	KAISER FOUNDATION HEALTH PLA	80,735.45		
80112102	MARTIN TECHNICAL INC	6,575.00		
80112103	OIL RE-REFINING CO INC	300.00		
80112104	ONLINE CLEANING SERVICES	46,752.28		
80112105	POINTE PEST CONTROL	1,466.05		
80112106	REGIONAL DISPOSAL COMPANY	403,028.58		
80112107	BRANDSAFWAY SERVICES INC	63,636.34		
80112108	MATT HOUSTON	1,125.00		
80112109	HESTON HARDWARE			65.40
80112110	SPOKANE INT'L AIRPORT	34,580.88		
80112111	SPOKANE PRO CARE INC	393.49		
80112112	UNITED STATES ELECTRIC CORP	314,639.66		
80112113	US BANK TRUST NA	100,000.00		
80112114	WASHINGTON EQUIPMENT	12,548.63		

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80112115	NARWHAL MET LLC	1,480.00		
80112116	ZAYO GROUP HOLDINGS INC	1,131.38		
80112117	AFLAC/AMERICAN FAMILY LIFE	16,478.28		
80112118	ALLIANT INSURANCE SERVICES I	18,100.00		
80112119	UNIVERSAL PROTECTION SERVICE	333.64		
80112120	DOWNTOWN SPOKANE PARTNERSHIP	162,515.41		
80112121	ALTERNATIVE SERVICE CONCEPTS	27,823.08		
80112122	DELTA DENTAL OF WASHINGTON	72,509.47		
80112123	DIGNITARY PROTECTION TEAM FU	250.00		
80112124	EDU MEMBERSHIP FUND	15.00		
80112125	POLICE GUILD LEGAL DEFENSE	624.00		
80112126	ARCHBRIGHT INC	23,650.00		
80112127	KEPRO ACQUISTIONS LLC	4,500.00		
80112128	KPFF CONSULTING ENGINEERS	3,506.17		
80112129	LT & CAPT ASSOCIATION - LTD	747.50		
80112130	LTS & CPTS LEGAL DEFENSE FUN	46.00		
80112131	M & P ASSOCIATION	3,236.10		

80112132	MCKINSTRY CO LLC		4,000.33
80112133	MELISSA D PRESTON CPA PC	15,000.00	
80112134	OSBORN CONSULTING INC	8,707.48	
80112135	PREMERA BLUE CROSS	69,597.82	
80112136	REHN & ASSOCIATES	23,057.10	
80112137	REVIVE COUNSELING SPOKANE PL	92,405.63	
80112138	SPOKANE POLICE BENEFIT ASSOC	615.00	
80112139	SPOKANE POLICE CHAPLAIN	3,043.00	
80112140	SPOKANE POLICE K-9 MEMBERSHI	105.00	
80112141	SPOKANE POLICE GUILD LONG	20,410.00	
80112142	SPOKANE COUNTY TREASURER	64.00	
80112143	SPOKANE FIRE FIGHTERS BENEFI	61,789.31	
80112144	SPOKANE FIRE FIGHTERS BENEFI	1,174.90	
80112145	SPOKANE POLICE GUILD FRATERN	904.89	
80112146	SPOKANE REGIONAL SPORTS	29,260.00	
80112147	SPRAGUE PEST CONTROL/DIV OF		57.68
80112148	STANDARD INSURANCE COMPANY	13,111.15	
80112149	SPOKANE POLICE SWAT TEAM	370.00	
80112150	SPOKANE POLICE TACTICAL TEAM	608.00	
80112151	THOMSON WEST	1,166.43	
80112152	TOOLE DESIGN GROUP LLC	1,097.00	
80112153	US BANK TRUST NA	983,099.96	
80112154	WA ST COUNCIL OF CITY & COUN	30,056.77	

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	9,085,511.49	257,587.06	535,595.88

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	CITYWIDE TOTAL:		9,878,694.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

ARCHBRIGHT INC	LEGAL SERVICES ACH PMT NO. - 80112126	11,640.00
DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80112120	25,000.00
MGT OF AMERICA CONSULTING LLC	PROFESSIONAL SERVICES CHECK NO. - 00591779	18,450.00
NATURE AND SHIT LLC MEIGHAN RASLEY	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00591676	70.00
SESAC INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00591695	3,582.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80112003	80,307.65
SPOKANE REGIONAL CLEAN AIR AGENCY	OPERATING ASSESSMENTS/TAXES CHECK NO. - 00591700	102,086.14
SWITCHBACK CONCEPTS LLC DAVID CORTESE	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00591717	65.00
TOTAL FOR 0020 - NONDEPARTMENTAL		241,200.79

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	275.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	1,006.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	1,302.33
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,583.57

0100 - GENERAL FUND

WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00591723	13,241.32
TOTAL FOR 0100 - GENERAL FUND		13,241.32

0230 - CIVIL SERVICE

CAREERS IN GOVERNMENT INC	ADVERTISING ACH PMT NO. - 80112030	7,875.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80111913	2,175.00
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DELL MARKETING LP	OPERATING SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80111913	133.19
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	795.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	3,050.19
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	4,149.17
TOTAL FOR 0230 - CIVIL SERVICE		18,177.55

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	280.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	1,413.72
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	1,931.72
TOTAL FOR 0260 - CITY CLERK		3,625.44

0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	1,150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	3,874.29
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	4,927.63
TOTAL FOR 0320 - COUNCIL		9,951.92

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	505.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	2,515.99
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	3,331.42

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80112010	332.38
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		6,684.79

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80111952	19.49
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	LEASED VEHICLES ACH PMT NO. - 80112049	1,646.23
FRONTIER PRECISION	MACHINERY/EQUIPMENT ACH PMT NO. - 80111966	26,474.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	3,155.05
INSTROTEK INC	MINOR EQUIPMENT ACH PMT NO. - 80112060	1,311.98
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80111999	146.67
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	13,879.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	18,675.31
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	118.08
TOTAL FOR 0370 - ENGINEERING SERVICES		65,427.08

0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	745.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	3,112.92
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	4,096.25
TOTAL FOR 0410 - FINANCE		7,954.17

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	175.00
HONORABLE MAYOR AND COUNCIL MEMBERS		01/30/23 PAGE 5
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	966.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	1,279.12
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		2,420.42

0470 - HISTORIC PRESERVATION



ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	598.44
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	791.71

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TOTAL FOR 0470 - HISTORIC PRESERVATION		1,550.15
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0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	244.86

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TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		244.86
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0500 - LEGAL

EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES	
	CHECK NO. - 00591715	65.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	1,700.00
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80112063	27.04
PACER SERVICE CENTER	JUDGEMENTS/DAMAGES	
	ACH PMT NO. - 80112069	102.50
TDS TELECOM	LEGAL SERVICES	
8401 GREENWAY BLVD	CHECK NO. - 00591716	210.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	10,049.53
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	13,260.94
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80112010	42.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA ST COUNCIL OF COUNTY & CITY EMPLOYEES	JUDGEMENTS/DAMAGES	
	CHECK NO. - 00591668	659.72
WA STATE BAR ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
LB 1035	CHECK NO. - 00591669	5,693.20

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TOTAL FOR 0500 - LEGAL		31,810.40
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0520 - MAYOR

COPIERS NORTHWEST INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80112090	140.81

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80112045	41.03
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	2,402.04
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	2,485.89
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80112010	254.82
TOTAL FOR 0520 - MAYOR		5,624.59

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	712.29
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	946.68
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,733.97

0560 - MUNICIPAL COURT

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80111947	8,080.00
CARLA LOVELAND	CASH OVER/SHORT	
824 S LINCOLN ST	CHECK NO. - 00591678	5.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80112039	441.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DARDAN ENTERPRISES	CASH OVER/SHORT	
23567 W HIGHWAY 53	CHECK NO. - 00591681	150.00
EAN SERVICES	CASH OVER/SHORT	
14002 E 21ST STREET	CHECK NO. - 00591680	55.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	1,820.00
JENNIFER MCCANN	CASH OVER/SHORT	
PO BOX 438	CHECK NO. - 00591679	10.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80112142	64.00
TERI STINSON	CASH OVER/SHORT	
1666 WAGON TRAIL DR	CHECK NO. - 00591682	5.00
UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES	

DBA ALLIED UNIVERSAL SECURITY	ACH PMT NO. - 80112119	333.64
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00591721	155.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	8,793.57
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	12,072.98
VETS PSYCH CORPS INC	OPERATING SUPPLIES	
DBA VETSGARAGE	CHECK NO. - 00591722	348.80
TOTAL FOR 0560 - MUNICIPAL COURT		32,335.18

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	580.65
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	794.83
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,535.48

0620 - HUMAN RESOURCES

ARCHBRIGHT INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80112126	12,010.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	262.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	1,523.93
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	1,719.07
TOTAL FOR 0620 - HUMAN RESOURCES		15,515.50

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	895.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	4,361.73
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	5,958.04
TOTAL FOR 0650 - PLANNING SERVICES		11,214.77

## 0680 - POLICE

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80112021	818.31
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80112021	727.66
CHRISTOPHER BENESCH	TUITION REIMBURSEMENT ACH PMT NO. - 80111945	1,938.60
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111959	63.61
FBI NATIONAL ACADEMY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00591674	120.00
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80111963	408.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	76,267.77
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00591692	484.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	52,790.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	37,600.18
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00591790	177,151.06

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00591791	2,362.50
TOTAL FOR 0680 - POLICE		350,732.63

## 0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111959	266.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	975.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	3,429.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	4,765.01
TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		9,436.03

## 0700 - PUBLIC DEFENDER

ALGONA PACIFIC FACILITIES OF WASHINGTON LLC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80111988	1,100.00
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80111952	81.84
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	1,190.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80112151	1,166.43
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	6,834.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	8,852.61

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TOTAL FOR 0700 - PUBLIC DEFENDER		19,224.96
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0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	175.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	710.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	960.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		1,845.30
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1100 - STREET FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112019	57.93
CENTURYLINK	TELEPHONE CHECK NO. - 00591659	138.03
CUSTOM SALT SOLUTIONS LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591714	11,013.25
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80111961	511.82
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111967	52,010.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	4,149.00
LAND VIEW INC DBA TECHNICHEM	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591667	3,474.71
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	OPERATING SUPPLIES ACH PMT NO. - 80111985	9,197.86
NORCO INC	OPERATING SUPPLIES	

	ACH PMT NO. - 80111987	48.95
SALT DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591694	39,144.70
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111934	1,109.91
SPECIAL ASPHALT PRODUCTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112001	2,772.32
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	19,160.78
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	25,890.37
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80111941	366.50
TOTAL FOR 1100 - STREET FUND		169,046.63

1200 - CODE ENFORCEMENT FUND

CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80111910	676.39
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80112049	577.45
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	910.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	4,536.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	6,147.67
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00591672	50.54
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		12,898.58

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	2,195.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	16,522.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	21,387.53
TOTAL FOR 1300 - LIBRARY FUND		40,105.06

1380 - TRAFFIC CALMING MEASURES

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DALE MONTY JR 9714 N IVANHOE RD	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00591677	50.00
TOOLE DESIGN GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80112152	1,097.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		----- 1,147.00

1400 - PARKS AND RECREATION FUND

-----		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80111948	799.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	4,562.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	24,370.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	26,567.84
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 1400 - PARKS AND RECREATION FUND		----- 56,300.06

1425 - AMERICAN RESCUE PLAN

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ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80111948	50.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	387.03
TOTAL FOR 1425 - AMERICAN RESCUE PLAN		----- 437.03

1460 - PARKING METER REVENUE FUND

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ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80111948	124.50
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111959	281.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	570.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	2,492.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	3,441.04
TOTAL FOR 1460 - PARKING METER REVENUE FUND		----- 6,909.58

1560 - FORFEITURES & CONTRIBUTION FND

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NORTH COUNTRY SERVICES LLC	LEGAL SERVICES	
	ACH PMT NO. - 80111928	626.75
WA STATE TREASURER	FORFEITURES	
	CHECK NO. - 00591763	40,367.12
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		40,993.87

1590 - HOTEL/MOTEL TAX FUND

SPOKANE REGIONAL SPORTS COMMISSION	CONTRACTUAL SERVICES ACH PMT NO. - 80112146	29,260.00
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		29,260.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	787.55
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	258.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	47.18
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00591790	1,564.46
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		2,658.02

1625 - PUBLIC SAFETY PERSONNEL FUND

CDW GOVERNMENT INC	PERIPHERAL EQUIPMENT ACH PMT NO. - 80111910	615.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	2,902.42
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591778	2,912.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	2,491.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	1,006.71
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00591790	13,729.15
TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND		23,657.66

1640 - COMMUNICATIONS BLDG M&O FUND

FASTENAL CO	OPERATING SUPPLIES
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ACH PMT NO. - 80112051 482.40

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 482.40

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	618.76
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	5,029.17
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	5,977.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1680 - CD/HS OPERATIONS 11,625.83

1970 - FIRE/EMS FUND

AIR EXCHANGE INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80111907	9,417.62
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80111957	7,834.82
CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80112038	7,981.45
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80112051	5,190.59
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80112051	1,074.38
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80112051	365.94
GALLS LLC	CLOTHING	
	ACH PMT NO. - 80111915	3,560.66
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	10,711.77
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00591778	47,425.08
LIFE ASSIST INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80111922	4,739.34
MELISSA D PRESTON CPA PC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80112133	15,000.00
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80111926	3,129.83
NORCO INC	SAFETY SUPPLIES	
	ACH PMT NO. - 80111926	498.17
PERFORMANCE SYSTEMS	OPERATING SUPPLIES	
INTEGRATION LLC	ACH PMT NO. - 80112071	784.82

PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112073	1,155.41
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112073	893.48
TELEFLEX LLC c/o TELEFLEX FUNDING LLC	SAFETY SUPPLIES ACH PMT NO. - 80111939	4,400.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	28,119.69

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	7,697.99
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	396.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00591790	171,667.51
TOTAL FOR 1970 - FIRE/EMS FUND		----- 332,044.55

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00591705	3,132.14
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112028	67,645.44
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80112036	2,837.23
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112128	3,506.17
TOTAL FOR 3200 - ARTERIAL STREET FUND		----- 77,120.98

4100 - WATER DIVISION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80111948	32.50
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112016	6,825.58
ALLIANCE FOR WATER EFFICIENCY	OPERATING SUPPLIES CHECK NO. - 00591710	1,867.83
BUD CLARY CHEVROLET JEEP EAGLE	MACHINERY/EQUIPMENT ACH PMT NO. - 80112027	45,064.05
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112031	1,792.75
COMMERCIAL GRADING PO BOX 1	REFUNDS CHECK NO. - 00591685	1,954.37

CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80112040	26,251.88
CORRECT EQUIPMENT INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80112041	4,654.45
CRANETECH INC	REPAIRS/MAINTENANCE CHECK NO. - 00591713	5,000.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ERIC RINGQUIST 2524 E NEBRASKA AVE	REFUNDS CHECK NO. - 00591686	1,035.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111961	4,574.36
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80111970	5,354.19
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	7,655.00
JEANNE FINGER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80111946	24.00
JEANNE FINGER	PER DIEM ACH PMT NO. - 80111946	241.50
KERI BENZEL 308 E 10TH AVE	REFUNDS CHECK NO. - 00591683	1,623.95
MIMIRS WELL LLC DBA MIMIR WATER	CONTRACTUAL SERVICES ACH PMT NO. - 80111984	5,460.00
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111986	135.00
NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80111986	1,500.00
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111987	167.35
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591671	1,185.66
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80111908	110.00
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80111991	2,837.36
Q DIG IT LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111998	1,380.46
SCOTT D YOUNG 6 BRIARWOOD PL	REFUNDS CHECK NO. - 00591688	327.36
SHELLY CARTER 2431 LAKE SHERRY HOMES RD	REFUNDS CHECK NO. - 00591687	67.14
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00591698	6,536.11
SPOKANE CONSERVATION DISTRICT	OPERATING SUPPLIES	

	ACH PMT NO. - 80112004	1,490.50
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00591700	404.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	35,968.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	48,272.92
TOTAL FOR 4100 - WATER DIVISION		219,793.32

4250 - INTEGRATED CAPITAL MANAGEMENT

CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112028	60.31
CONSOR NORTH AMERICA INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112089	2,152.75
CONSOR NORTH AMERICA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112089	15,636.00
CORE & MAIN LP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112040	21,517.81
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112097	4,540.27
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80111919	4,734.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	790.00
KERI BENZEL 308 E 10TH AVE	REFUNDS CHECK NO. - 00591683	96.95
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80111921	9,248.34
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80111925	817.50
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112134	8,707.48
SCOTT D YOUNG 6 BRIARWOOD PL	REFUNDS CHECK NO. - 00591688	98.32
SHELLY CARTER 2431 LAKE SHERRY HOMES RD	REFUNDS CHECK NO. - 00591687	64.36
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	3,958.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	5,367.65
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		77,790.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4300 - SEWER FUND

KERI BENZEL 308 E 10TH AVE	REFUNDS CHECK NO. - 00591683	116.03
SCOTT D YOUNG 6 BRIARWOOD PL	REFUNDS CHECK NO. - 00591688	182.80
SHELLY CARTER 2431 LAKE SHERRY HOMES RD	REFUNDS CHECK NO. - 00591687	73.38
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00591697	67.95
TOTAL FOR 4300 - SEWER FUND		440.16

4310 - SEWER MAINTENANCE DIVISION

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111912	211.71
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112051	708.45
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111965	82.84
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	2,335.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80111908	330.00
PRORATE AND FUEL TAX DEPT OF LICENSING	WA DEPT OF REVENUE CHECK NO. - 00591702	832.43
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	10,407.14
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	14,053.19
WA STATE DEPT OF NATURAL RESOURCES	PERMITS/OTHER FEES CHECK NO. - 00591703	23.00
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112013	1,989.02
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		30,972.78

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80112018	912.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80111953	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80111953	170,335.49
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80111953	44,194.56
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111933	3,374.80
CARLSON SHEET METAL WORKS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111955	2,250.85
CENTURYLINK	TELEPHONE CHECK NO. - 00591712	5,593.35
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80111911	5,337.33
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80111911	2,603.97
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80112032	4,266.12
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80112033	701.66
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OPERATING SUPPLIES ACH PMT NO. - 80111965	46.05
GOBLE SAMPSON ASSOCIATES	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591675	37,798.77
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80111962	50.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	6,445.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111974	30,374.11
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80111976	146.40
INSIGHT DISTRIBUTING INC	SAFETY SUPPLIES ACH PMT NO. - 80111977	457.73
JOSEPH MITCHELL SETY III	SAFETY SUPPLIES CHECK NO. - 00591696	360.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111979	66,224.57
MIDLAND SCIENTIFIC INC	OPERATING SUPPLIES ACH PMT NO. - 80111983	2,571.77

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES
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DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80111950	210.00
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111990	13,997.51
OXARC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111991	8,770.78
OXARC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111991	14,384.19
POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO. - 80112105	1,466.05
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111995	32,017.62
SPOKANE OPTICAL COMPANY	MINOR SAFETY EQUIPMENT CHECK NO. - 00591699	341.00
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00591700	9,372.00
TUNNEL RADIO OF AMERICAN INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112007	13,611.92
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80112008	13,009.24
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	29,967.03
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	40,844.46
WHITNEY EQUIPMENT COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112014	20,432.70
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		582,935.18

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80111953	161.86
CENTURYLINK	TELEPHONE CHECK NO. - 00591659	1,429.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	1,470.00
JOAQUIN LEAL-RODRIGUEZ	PERMITS/OTHER FEES ACH PMT NO. - 80112083	542.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00591664	31.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	5,177.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	6,981.68

TOTAL FOR 4330 - STORMWATER

-----  
15,794.03

4360 - ENVIRONMENTAL PROGRAMS

-----  
CASCADIA CONSULTING GROUP INC CONTRACTUAL SERVICES  
ACH PMT NO. - 80112088 11,120.00  
  
ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00591776 150.00  
  
US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00591786 517.27  
  
US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80112153 691.34

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS

-----  
12,478.61

4480 - SOLID WASTE FUND

-----  
KERI BENZEL REFUNDS  
308 E 10TH AVE CHECK NO. - 00591683 91.85  
  
PIERCE HOME SERVICES NW LLC REFUNDS  
PAUL PIERCE CHECK NO. - 00591684 500.00  
  
REGIS THOLA REFUNDS  
12008 N KOREY LN CHECK NO. - 00591719 99.82  
  
SHELLY CARTER REFUNDS  
2431 LAKE SHERRY HOMES RD CHECK NO. - 00591687 31.12  
  
SPOKANE CITY TREASURER REFUNDS  
CHECK NO. - 00591697 48.42

TOTAL FOR 4480 - SOLID WASTE FUND

-----  
771.21

4490 - SOLID WASTE DISPOSAL

-----  
ABB INC CONTRACTUAL SERVICES  
ACH PMT NO. - 80112084 90,868.80  
  
AIRGAS SPECIALTY PRODUCTS INC CHEMICAL/LAB SUPPLIES  
CHECK NO. - 00591709 22,390.98  
  
AUBURN FILTER SENSE LLC EQUIPMENT REPAIRS/MAINTENANCE  
ACH PMT NO. - 80112020 477.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES UTILITY NATURAL GAS  
ACH PMT NO. - 80111909 85,866.39  
  
BANNER FURNACE & FUEL OPERATING SUPPLIES  
ACH PMT NO. - 80112024 346.62  
  
BIG SKY INDUSTRIAL/DIV OF EQUIPMENT REPAIRS/MAINTENANCE  
ROCHELLE CONSTRUCTION SERVICES CHECK NO. - 00591761 2,161.47



BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112107	63,636.34
CABOT NORIT AMERICAS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111954	21,420.00
CENTURYLINK	TELEPHONE CHECK NO. - 00591712	43.82
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111912	635.44
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112092	1,060.80
ECOCEM ANALYTICS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112094	1,281.42
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80111961	557.90
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80112051	2,305.11
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112051	819.57
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80111961	22.88
FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112095	2,883.08
GULF CONTROLS COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80111969	1,017.17
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112098	66,322.56
HITACHI ZOSEN INOVA U.S.A.	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111972	50,131.28
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112099	6,111.66
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	3,880.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80112062	3,644.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARTIN TECHNICAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80112102	6,575.00
MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80112108	1,125.00
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80112115	1,480.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111987	499.22
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80111989	7,901.02
OAK HARBOR FREIGHT LINES INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00591690	167.54
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80112103	300.00
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112104	46,752.28
ORKIN	PROFESSIONAL SERVICES CHECK NO. - 00591691	340.08
PAPE MACHINERY INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80111993	6,493.13
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80111994	66,897.00
REGIONAL DISPOSAL COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80112106	403,028.58
SPECIALTY MACHINING & MFG CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112002	2,490.00
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80112110	34,580.88
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00591701	1,577.00
TODD M NELSON	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80112015	163.34
UNITED STATES ELECTRIC CORP OF WA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112112	314,639.66
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	20,620.11
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	26,739.58
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112010	587.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80112017	180.05
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	1,927.80
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	42.97
WASHINGTON EQUIPMENT MANUFACTURING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112114	12,548.63
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112012	2,167.99
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00591792	1,261.53

TOTAL FOR 4490 - SOLID WASTE DISPOSAL 1,388,970.94

4500 - SOLID WASTE COLLECTION

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111912	731.84
DELL MARKETING LP %DELL USA LP	PERIPHERAL EQUIPMENT ACH PMT NO. - 80111913	1,413.45
HOTSY OF SPOKANE LLC	OPERATING SUPPLIES ACH PMT NO. - 80111920	3,632.36
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	3,940.00
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80112005	65,732.68
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112111	393.49
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	26,312.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	31,979.89
TOTAL FOR 4500 - SOLID WASTE COLLECTION		134,135.79

4530 - SOLID WASTE LANDFILLS

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00591706	172.66
ANATEK LABS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80112085	6,637.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JACOBS ENGINEERING GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112100	13,121.25
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112010	81.50
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		20,012.41

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	531.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	2,454.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	3,405.61

TOTAL FOR 4600 - GOLF FUND

-----  
6,391.58

4700 - DEVELOPMENT SVCS CENTER

CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80111910	961.99
DUANE LEOPARD	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80111981	175.00
ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80112049	1,180.68
EPIC ELECTRICAL ENTERPRISE LLC 1107 N FREYA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00591718	40.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	2,509.00
RIGHT NOW HEATING, COOLING & PLUMBING	PERMIT REFUNDS PAYABLE CHECK NO. - 00591663	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	13,016.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	17,332.56
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		----- 35,375.59

5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00591707	507.58
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591708	63.30
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80111951	643.76
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112025	2,230.22
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112026	130.80
CENTRAL MACHINERY SALES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591711	2,218.45
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112031	1,264.06
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80112031	452.33
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80112032	94,922.51
COMMERCIAL TIRE INC	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80112035	2,401.42
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80111958	16,153.72
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80111912	202.14
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112042	4,338.41
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112044	3,664.53
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112048	1,364.46
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111961	1,782.17
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111968	7,115.09
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111918	420.18
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111960	14,600.76
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112047	7,240.54
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111971	1,124.93

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	1,640.00
INDUSTRIAL BOLT & SUPPLY INC IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111973	1,636.37
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111975	53.76
INSTANT SIGN FACTORY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111978	6,213.00
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591660	3,514.28
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111980	6.70
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111982	2,270.86
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111935	4,151.36
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111923	276.75
MT BALDY COMMUNICATIONS LLC	OPERATING RENTALS/LEASES CHECK NO. - 00591720	6,503.94

NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80111924	155.80
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111924	497.27
NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111927	2,616.92
NORLIFT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111927	627.26-
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112065	1,222.16
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111929	3,569.24
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112070	6,469.24
PAPE MATERIAL HANDLING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80111992	2,828.71
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111996	31,042.73
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591666	98.72

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112076	4,797.95
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112000	8,253.46
SPOKANE HOUSE OF HOSE INC	MINOR EQUIPMENT ACH PMT NO. - 80111938	538.98
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111938	827.48
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112006	4,541.46
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	8,880.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	12,117.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112010	423.96
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112011	1,277.97
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00591672	275.08
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111943	137.36

WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111944	790.32
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112055	2,517.31
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80111917	13,465.82
TOTAL FOR 5100 - FLEET SERVICES FUND		295,827.04

5110 - FLEET SVCS EQUIP REPL FUND

ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80112049	2,967.63
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		2,967.63

5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP %DELL USA LP	PERIPHERAL EQUIPMENT ACH PMT NO. - 80111913	2,826.92
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	870.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	4,066.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	5,612.59
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		13,376.09

5300 - IT FUND

CARAHSOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80112029	2,745.58
CENTURYLINK	TELEPHONE CHECK NO. - 00591712	4,404.11
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80112034	207.64
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80112037	7,525.67
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	2,296.00
LEVEL 3 FINANCING INC DBA LEVEL 3 COMMUNICATIONS LLC	TELEPHONE CHECK NO. - 00591689	3,635.02
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80112075	53,707.99
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00591786	15,745.07
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	20,256.23
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80111942	4,144.00
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80112116	1,131.38

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TOTAL FOR 5300 - IT FUND		115,798.69
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5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80111913	2,599.41
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TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		2,599.41
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5400 - REPROGRAPHICS FUND

CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES CHECK NO. - 00591762	927.80
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80112090	3,225.31
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	120.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	552.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	762.93

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TOTAL FOR 5400 - REPROGRAPHICS FUND		5,588.63
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5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	550.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	2,113.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	2,814.17

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TOTAL FOR 5500 - PURCHASING & STORES FUND		5,477.18
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	2,141.24
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US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	9,120.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	12,359.70
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112010	42.47
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80112010	40.01
TOTAL FOR 5600 - ACCOUNTING SERVICES		23,704.12

5700 - MY SPOKANE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	415.38
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	2,371.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	3,211.70
TOTAL FOR 5700 - MY SPOKANE		5,998.58

5750 - OFFICE OF PERFORMANCE MGMT

DUSTY FREDRICKSON	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80111964	167.71
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	375.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	1,605.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	2,163.66
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		4,311.76

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS ACCT #1254375	INSURANCE ADMINISTRATION ACH PMT NO. - 80112121	27,823.08
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80112009	76,633.78
TOTAL FOR 5800 - RISK MANAGEMENT FUND		104,456.86

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	360.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	1,689.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	2,052.13
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		4,101.46

5820 - UNEMPLOYMENT COMPENSATION FUND  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	7.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	33.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	44.64
WA STATE EMPLOYMENT SECURITY DEPT	DEPOSIT-PD FAMILY MEDICAL LEAV CHECK NO. - 00591704	353,916.15
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		354,002.18

5830 - EMPLOYEES BENEFITS FUND  
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ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112118	11,440.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80112122	14,267.25
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80112122	47,854.13
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00591776	225.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80112101	80,735.45
KEPRO ACQUISITIONS LLC KEPRO LOCKBOX	PROFESSIONAL SERVICES ACH PMT NO. - 80112127	4,500.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80112135	56,740.98
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80112072	298,802.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00591786	792.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80112153	1,035.82

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 516,392.93

5900 - FACILITIES MANAGEMENT FUND OPS

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CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80111910	686.19
HOME DEPOT USA INC	OPERATING SUPPLIES	
THE HOME DEPOT PRO-SUPPLYWORKS	ACH PMT NO. - 80112061	616.74

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	345.00
NATIONSERVE	BUILDING REPAIRS/MAINTENANCE	
OVERHEAD DOOR CORPORATION	CHECK NO. - 00591670	1,422.61
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80111997	200.35
ROTO-ROOTER/DIV OF	BUILDING REPAIRS/MAINTENANCE	
RAM PLUMBING INC	CHECK NO. - 00591693	1,903.66
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	2,993.61
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	4,117.53
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80112010	519.13
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80112010	80.04

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS 12,884.86

6070 - FIREFIGHTERS' PENSION FUND

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US BANK TRUST NA	PURCHASE OF INVESTMENTS	
OR CITY OF SPOKANE	ACH PMT NO. - 80111940	100,000.00

TOTAL FOR 6070 - FIREFIGHTERS' PENSION FUND 100,000.00

6080 - POLICE PENSION FUND

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US BANK TRUST NA	PURCHASE OF INVESTMENTS	
OR CITY OF SPOKANE	ACH PMT NO. - 80112113	100,000.00

TOTAL FOR 6080 - POLICE PENSION FUND 100,000.00

6100 - RETIREMENT

-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00591776	260.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00591786	2,984.20

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80112153	1,266.98

TOTAL FOR 6100 - RETIREMENT		4,511.18
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80112118	3,330.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80112122	1,169.32
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80112122	2,822.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80112135	7,196.32
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80112072	8,038.06
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		22,555.70

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80112118	3,330.00
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80112122	919.77
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80112122	5,477.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80112135	5,660.52
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80112072	7,883.87
TOTAL FOR 6300 - POLICE PENSION		23,271.16

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT	
	ACH PMT NO. - 80112120	137,515.41
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		137,515.41

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE	AFLAC	
ASSURANCE CO OF COLUMBUS	ACH PMT NO. - 80112117	16,478.28
CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80112123	250.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80112124	15.00
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00591775	809.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00591776	290,970.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00591776	24,649.57
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00591777	48,057.53
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00591778	3,226.14
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00591778	81,241.05
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80112129	747.50
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80112130	46.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80112131	3,236.10
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00591780	179.83
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00591781	200.00
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00591782	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80112125	624.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00591783	361.14
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80112136	5,500.99
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80112136	17,556.11
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80112143	58,413.59
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80112143	3,375.72

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80112144	1,174.90
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80112138	615.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80112139	3,043.00
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80112145	904.89
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80112141	20,410.00
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80112140	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80112149	370.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80112150	608.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80112148	10,531.15
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80112148	212.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80112148	2,368.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00591784	862.58
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00591785	12.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00591786	307,369.84
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00591786	796,037.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00591786	120,197.09
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80112153	491,549.98
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00591787	362.28
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00591788	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80112154	30,056.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00591789	17,392.53
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00591790	586,014.54
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00591791	1,012.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00591793	339.57
		-----
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,948,774.32
		-----
TOTAL CLAIMS		8,988,735.26

# MINUTES OF SPOKANE CITY COUNCIL

Monday, January 23, 2023

## BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

### Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson (participated by telephone), and Zappone were present.

City Administrator Johnnie Perkins; Hannahlee Allers, Director-City Council Office; Assistant City Attorney Lauren Beattie; and Acting City Clerk Laurie Farnsworth were also present for the meeting.

### Current Agenda Review

The City Council reviewed the January 23, 2023, Current Agenda.

#### Suspension of Council Rules

**Motion** by Council Member Kinnear, seconded by Council Member Zappone, **to suspend** the Council Rules for the purposes of adding items to tonight's Legislative Agenda; **carried 7-0.**

#### Resolution 2023-0011 (Council Sponsors: Council Members Wilkerson and Kinnear)

**Motion** by Council Member Kinnear, seconded by Council Member Bingle, **to add** Resolution 2023-0011—approving settlement of claim for damages of Danion Shawn and Michelle Setzer as a result of damage to their property—to tonight's Legislative Agenda; **carried 7-0.**

#### Resolution 2022-0097 (Deferred from December 5, 2023, Agenda) (Council Sponsors: Council Members Bingle and Cathcart)

**Motion** by Council Member Bingle, seconded by Council Member Cathcart, **to defer indefinitely** (for further discussion). Resolution 2022-0097 affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend; **carried 7-0.**

#### Final Reading Ordinance C36330 (Deferred from December 5, 2023, Agenda) (Council Sponsors: Council President Beggs and Council Member Stratton)

**Motion** by Council Member Stratton, seconded by Council Member Cathcart, **to defer** Final Reading Ordinance C36330 (establishing a local program for assisting landlords and tenants in Spokane) to February 27, 2023, Agenda; **carried 7-0.**



Resolution 2023-0009 (Council Sponsors: Council President Beggs and Council Member Kinnear)

**Motion** by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** Resolution 2023-0009—approving the appointment of Christopher Wright as the Policy Advisor for the Spokane City Council—to tonight’s Legislative Agenda; **carried 5-1** (Council Member Bingle voting “**no**” and Council Member Stratton **abstaining**).

Resolution 2023-0010 (Council Sponsors: Council President Beggs and Council Member Zappone)

**Motion** by Council Member Kinnear, seconded by Council Member Zappone, **to add** Resolution 2023-0010—expressing written notice to the owner of 4320 E. Trent Avenue that the City of Spokane intends to purchase the building—to tonight’s Legislative Agenda; **carried 7-0**.

#### Boards and Commission Appointments

Spokane Housing Authority Board (CPR 1981-0487), Spokane Historic Landmarks Commission – At Large Position (CPR 1981-0122)

**Motion** by Council Member Bingle, seconded by Council Member Stratton, **to defer** the following appointments to allow for interviews, **carried 7-0**:

- Appointment of Marcus Kelsey to the Spokane Housing Authority Board for five-year term from January 1, 2023, to December 31, 2027.
- Appointment of Elizabeth Geneva Wood to the Spokane Historic Landmarks Commission – At Large Position for three-year term from January 1, 2023, to December 31, 2025.

#### Interview of Thomas Sawyer

Mr. Sawyer, whose appointment will be voted on at tonight’s Legislative Session, for a position on the Spokane Historic Landmarks Commission, introduced himself, provided information about his experience, and background and responded to questions from the City Council.

Council President Beggs excused Council Member Wilkerson for the remainder of the Briefing Session.

#### **Action to Approve January 23, 2023, Current Agenda**

Following staff reports and Council inquiry and discussion regarding the January 23, 2023, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Kinnear, seconded by Council Member Stratton, **to approve**, as amended, the January 23, 2023, Current Agenda; **carried 6-0**. (Council Member Wilkerson signed off at approximately 4:00 p.m. prior to this action.)

### **Advance Agenda Review**

The City Council received an overview from staff on the January 30, 2023, Advance Agenda items.

Emergency Ordinance C36259 (Deferred from October 24, 2022, Agenda) (Council Sponsors: Council President Beggs and Council Member Kinnear)

**Motion** by Council Member Zappone, seconded by Council Member Bingle, **to defer** Emergency Ordinance C36259—specifying the process for the conduct of collective bargaining; renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency—to February 13, 2023; **carried 6-0.**

### **Action to Approve January 30, 2023, Advance Agenda, as amended**

Following staff reports and Council inquiry and discussion regarding the January 30, 2023, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Upon 6-0 Voice Vote**, the City Council **approved** the January 30, 2023, Advance Agenda, as amended.

### **Council Recess/Executive Session**

The City Council adjourned at 4: 31 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Legislative Session.

## **LEGISLATIVE SESSION**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Beggs.

### **Roll Call**

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson (participating by telephone), and Zappone were present.

Hannahlee Allers, Director-City Council Office; Assistant City Attorney Lauren Beattie; and Acting Clerk Laurie Farnsworth were also present for the meeting.

### **Poetry at the Podium- Collaboration with Spokane Arts**

Sharon Clarkburland read “Amtrak.”

There were no **Proclamations.**

There were no **Council Committee Reports**.

There were **no Administrative Reports**.

There were no **Reports from Neighborhood Councils**.

#### **BOARDS AND COMMISSIONS APPOINTMENTS**

**Salary Review Commission (CPR 2007-0040), Spokane Housing Authority Board (CPR 1981-0487), Spokane Historic Landmarks Commission – Contractor (CPR 1981-0122), Spokane Historic Landmarks Commission – At Large Position (CPR 1981-0122), and Spokane Public Library Board (CPR 1981-0400)**

**Upon 7-0 Voice Vote (in the affirmative)**, the City Council approved (and thereby confirmed) the following:

- Appointment of Carl Reed Jessen to the Salary Review Commission for four-year term from January 1, 2023, to December 31, 2026.
- Appointment of J. Thomas Sawyer to the Spokane Historic Landmarks Commission - Contractor for four-year term from January 1, 2023, to December 31, 2026.
- Appointment of Shelby Lambdin to the Spokane Public Library Board for term from January 1, 2023, to March 31, 2026.

**Upon 6-1 Voice Vote (in the affirmative, Council Member Bingle voting “no”)**, the City Council approved (and thereby confirmed) the following:

- Appointment of Danielle DeJaegher to the Spokane Public Library Board for term from April 1, 2023, to March 31, 2028.

#### **OPEN FORUM**

The following individual(s) spoke during Open Forum:

- Tanya Comstock
- William Hulings
- Katherine Corrick
- Terri Anderson
- Justice Forral
- Salvador Recinos
- Christine Quinn
- Madden Tavernisi

## CONSENT AGENDA

Subsequent to the opportunity for public testimony, with one individual requesting to speak, and an opportunity for Council commentary, the following action was taken:

**Upon 7-0 (in the affirmative), the City Council approved Staff Recommendations for the following items:**

Interagency Agreement between the Spokane Police Department (SPD) and the Washington State Criminal Justice Training Commission regarding reimbursement to SPD for various costs of holding and conducting three Basic Law Enforcement Academies per year—\$825,000 estimated revenue. (OPR 2023-0031) (Council Sponsors: Council Members Kinnear and Stratton)

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for the 2022 Residential Grind and Overlay project—\$1,690,000 (plus tax). A 10% administrative reserve of \$169,000 (plus tax), will be set aside. (Various neighborhoods) (OPR 2023-0032 / ENG 2022044) (Council Sponsor: Council Member Kinnear)

Contract Amendment with SHI International Corporation (Somerset, NJ) for final payment for Microsoft 0365 Licensing which was purchased utilizing Sourcewell Contract No. 081419-SHI—\$172,344.85 (incl. tax). (OPR 2020-0888) (Council Sponsor: Council Member Cathcart)

Second Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement with Spokane County clarifying that Beacon Hill sub-area improvements may be constructed and installed by a private developer pursuant to a reimbursement agreement between the County and the private developer. (OPR 2013-0548) (Council Sponsors: Council Members Cathcart and Bingle)

Final Contract Extension with the East Spokane Business Association for management of the East Sprague business improvement district from January 1, 2023, through December 31, 2026. (OPR 2017-0640) (Council Sponsors: Council Members Wilkerson and Kinnear)

Grant Award from the Smith-Barbieri Progressive Fund to be utilized in Community Court and Veteran's Court to purchase bus passes and basic needs for the court participants—\$13,000 revenue. (Relates to Special Budget Ordinance C36350) (OPR 2023-0034) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Interagency Agreement between Spokane Municipal Court and the Washington Traffic Safety Commission to provide grant funding from the U.S. Department of Transportation National Highway Traffic Safety Administration for drug and alcohol testing for DUI Court participants from October 1, 2022, through September 30, 2023—\$50,000 revenue.

(Relates to Special Budget Ordinance C36351) (OPR 2023-0035) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Grant Agreements between Spokane Municipal Court and the Washington State Administrative Office of the Courts in support of a Domestic Violence Intervention Therapeutic Court (DVITC), to be developed and launched in the first quarter of 2023, from July 1, 2022, through June 30, 2023 for:

- a. Treatment services for those with substance abuse disorders or other behavioral needs (Agreement No. GRT23999)—\$421,018 revenue. (OPR 2023-0036)
- b. Additional community justice counselors (Agreement No. IAA23976)—\$293,800 revenue. (OPR 2023-0037)  
(Relate to Special Budget Ordinance C36352) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 6, 2023, total \$5,365,029.07 (Check Nos.: 591281-591374; ACH Nos.: 111239-111382), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,353,108.29. (CPR 2023-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through January 13, 2023, total \$8,370,749.39 (Check Nos.: 591375-591531; ACH Nos.: 111383-111647), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,946,490.25. (CPR 2023-0002)
- c. Payroll claims of previously approved obligations through January 7, 2023: \$8,985,069.95 (Check Nos.: 566671-566783). (CPR 2023-0003)

City Council Meeting Minutes: January 12 and January 19, 2023. (CPR 2023-0013)

### **Lunar New Year Celebration**

Council Member Cathcart requested a point of personal privilege and announced the Lunar New Year Celebration would be held on Saturday, January 28, starting at 1:00 p.m. at the Spokane Convention Center. There are various activities planned throughout the day with fireworks at 7:00 p.m.

## **LEGISLATIVE AGENDA**

## **SPECIAL BUDGET ORDINANCES**

### **Special Budget Ordinance C36350 (Relates to OPR 2023-0034 on the Consent Agenda) (Council Sponsors: Council President Beggs and Council Member Zappone)**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **passed Special Budget Ordinance C36350**, amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

#### Miscellaneous Grants Fund

1) Increase revenue by \$13,000.

A) Of the increased revenue, \$13,000 is provided by the Smith-Barbieri Progressive Fund for both the Veterans and Community Courts.

2) Increase appropriation by \$13,000.

A) Of the increased appropriation, \$1,600 is provided solely for travel to assist court participants' participation.

B) Of the increased appropriation, \$11,400 is provided solely for procurement of basic needs.

(This action arises from the need to accept the Smith-Barbieri Progressive Fund court grants.)

**Ayes:** Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone

**Nays:** None

**Abstain:** None

**Absent:** None

### **Special Budget Ordinance C36351 (Relates to OPR 2023-0035 on the Consent Agenda) (Council Sponsors: Council President Beggs and Council Member Wilkerson)**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **passed Special Budget Ordinance C36351**, amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year

ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grants Fund

1) Increase revenue by \$50,000.

A) Of the increased revenue, \$50,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.

2) Increase appropriation by \$50,000.

A) Of the increased appropriation, \$50,000 is provided solely for procurement of drug tests.

(This action arises from the need to accept the Washington Traffic Safety Commission's DUI court grant.)

**Ayes:** Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone

**Nays:** None

**Abstain:** None

**Absent:** None

**Special Budget Ordinance C36352 (Relates to OPR 2023-0036 and OPR 2023-0037 on the Consent Agenda) (Council Sponsors: Council President Beggs and Council Member Wilkerson)**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **passed Special Budget Ordinance C36352**, amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grants Fund

1) Increase revenue by \$714,818.

A) Of the increased revenue, \$714,818 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Therapeutic Court.

2) Increase appropriation by \$714,818.

A) Of the increased appropriation, \$290,018 is provided solely for personnel salaries and benefits.

B) Of the increased appropriation, \$18,000 is provided solely for staff equipment and training.

C) Of the increased appropriation, \$345,000 is provided solely for treatment services and compliance monitoring.

D) Of the increased appropriation, \$61,800 is provided solely for other participant services.

(This action arises from the need to accept the Administrative Office of the Courts DVITC grant.)

**Ayes:** Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone  
**Nays:** None  
**Abstain:** None  
**Absent:** None

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

**For action on Resolution 2022-0097, see sections of minutes under 3:30 p.m. Briefing Session.**

**Resolution 2023-0006 (Council Sponsors: Council Members Stratton and Kinnear)**  
Subsequent to an opportunity for public testimony, with one individual requesting to speak, and Council commentary, the following action was taken:

**Upon 7-0 Roll Call Vote**, the City Council **adopted Resolution 2023-0006** appointing Patrick Striker as the Director of Neighborhood Services.

**Ayes:** Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone  
**Nays:** None  
**Abstain:** None  
**Absent:** None

**Resolution 2023-0009 (As added during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Beggs and Council Member Kinnear)**  
Subsequent to an opportunity for public testimony, with one individual requesting to speak, and Council commentary, the following action was taken:

**Upon 4-2 Roll Call Vote**, the City Council **adopted Resolution 2023-0009** approving the appointment of Christopher Wright as the Policy Advisor for the Spokane City Council.

**Ayes:** Beggs, Kinnear, Wilkerson, and Zappone  
**Nays:** Bingle and Cathcart  
**Abstain:** Stratton



**Absent:** None

**Resolution 2023-0010 (as added during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Beggs and Council Member Zappone)**

Subsequent to an opportunity for public testimony, with two individuals requesting to speak, and Council commentary, the following action was taken:

**Upon 5-2 Roll Call Vote**, the City Council **adopted Resolution 2023-0010** expressing written notice to the owner of 4320 E. Trent Avenue that the City of Spokane intends to purchase the building.

**Ayes:** Beggs, Kinnear, Stratton, Wilkerson, and Zappone  
**Nays:** Bingle and Cathcart  
**Abstain:** None  
**Absent:** None

**Resolution 2023-0011 (as added during the 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Wilkerson and Kinnear)**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2023-0011** approving settlement of claim for damages of Danion Shawn and Michelle Setzer as a result of damage to their property.

**Ayes:** Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone  
**Nays:** None  
**Abstain:** None  
**Absent:** None

There were no **First Reading Ordinances**.

**FINAL READING ORDINANCES**

**For action on Final Reading Ordinance C36330, see sections of minutes under 3:30 p.m. Briefing Session.**

There were no **Special Considerations**.

There were no **Special Hearings**.

**Retirement of John Delay – Director of City Channel 5**

Council President Beggs acknowledged this meeting is John Delay's last meeting before his retirement. He thanked Mr. Delay for his many years of fine service.

**ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:07 p.m.

Minutes prepared and submitted for publication in the February 8, 2023, issue of the *Official Gazette*.

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Laurie Farnsworth  
Spokane Acting City Clerk

Approved by Spokane City Council on February 6, 2023.

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Breean Beggs  
City Council President

**MEETING MINUTES**  
**City of Spokane**  
**City Council Study Session**  
**February 2, 2023**

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**Call to Order:** 11:04 a.m.

Recording of the meeting may be viewed here at <https://vimeo.com/spokanecitycouncil>.

Direct link: <https://vimeo.com/795376457>

**Attendance:**

Committee Members Present: Council President Breean Beggs, Council Members Kinnear (left at 12:24 p.m.), Stratton, Cathcart, Wilkerson, Zappone and Bingle (left at 12:33 p.m.).

Committee Members Absent: None

**Agenda Items:**

1. Facilities Update
  - Presenters:  
Matt Boston, City of Spokane
  - Action taken:  
No action taken. Presentation and discussion only.
  
2. ARPA Update
  - Presenters:  
Matt Boston, City of Spokane
  - Action taken:  
No action taken. Presentation and discussion only.

**Executive Session:** None

**Adjournment:**

The meeting adjourned at 12:46 p.m.

Minutes prepared and submitted for publication in the February 8, 2023, issue of the Official Gazette.

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Hannahlee Allers  
Director, Council Office

Approved by City Council on February 6, 2023.

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Breean Beggs  
City Council President

Attest:

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Terri L. Pfister  
City Clerk



**Agenda Sheet for City Council Meeting of:**  
02/06/2023

<b>Date Rec'd</b>	2/1/2023
<b>Clerk's File #</b>	OPR 2023-0108
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	NASPO
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	MIKE CANNON 625-4642
<b>Contact E-Mail</b>	MCANNON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320 CONTRACT AWARD TO COMPUNET TO SUPPLY NUTANIX UPGRADE

**Agenda Wording**

Council approval to award contract with CompuNet to upgrade our SCADA computer system with Nutanix hardware and software. The one time cost is \$339,596.08. This is on our CIP.

**Summary (Background)**

The RPWRF treatment process is controlled by means of a computer system known as SCADA. Nutanix hardware and software provide the platform that hosts the SCADA system. Vender support for the existing Nutanix platform is scheduled to end in October of 2023. This Nutanix upgrade will provide new hardware and the first 3 of 7 years for software and hardware licensing and support.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ \$339,596.08
Select	\$ #
Select	\$ #
Select	\$ #

**Budget Account**

#	4250.43290.94350.56403.10148
#	
#	

**Approvals**

<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES 1/30/2023
<b>Council Sponsor</b>	CM Kinnear

**Distribution List**

hbarnhart@spokanecity.org
kkeck@spokanecity.org
mhughes@spokanecity.org
Tax & Licenses
dcasey@compunet.biz
devans@spokanecity.org
dwong@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA
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## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Mike Cannon
<b>Contact Email &amp; Phone</b>	<a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award contract to CompuNet to supply Nutanix upgrade
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The RPWRF treatment process is controlled by means of a computer system known as SCADA. Nutanix hardware and software provide the platform that hosts the SCADA system. Vender support for the existing Nutanix platform is scheduled to end in October of 2023. This Nutanix upgrade will provide new hardware and the first 3 of 7 years for software and hardware licensing and support.
<b>Proposed Council Action</b>	Council consent agenda, February 13, 2022
<b>Fiscal Impact</b>	
Total Cost: <u>\$339,596.08</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: CIP	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A: The proposed expenditure is for critical utility infrastructure.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Data collection is an inherent function of the SCADA system. Performance metrics are integral to the Nutanix platform.	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with our Capital Improvement Program and current Purchasing Policy guidelines. CompuNet was selected from the NASPO master agreement no: AR2472 Carahsoft Technology.



**City of Spokane**  
**CONTRACT**  
**Title: NUTANIX SERVERS UPGRADE,  
LICENSING AND SUPPORT SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Nutanix Servers Upgrade, Licensing and Support Services, in accordance with Company's Quote No. JJW194361, attached as Exhibit B. Company has been selected through NASPO Master Agreement AR2472, Master Contract No. 05116.
2. **TERM OF AGREEMENT.** The term of this Agreement begins on February 1, 2023, and shall run through December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION / PAYMENT.** Total compensation for Company's services under this Contract shall not exceed **THREE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED NINETY-SIX AND 08/100 DOLLARS (\$339,596.08)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
5. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.



6. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

7. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

8. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

9. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;

i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the

negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. DEBARMENT AND SUSPENSION. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

12. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

13. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

16. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

17. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company,

at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

18. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

**COMPUNET, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Company’s Quote No. JJW194361, 22-160-

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

**EXHIBIT B**

## Nutanix

Contract Information  
WA, NASPO, AR2472-05116

### Quote Information:

Quote #: JJW194361

Version: 4  
Quote Date: 01/09/2023  
Expiration Date: 01/31/2023

### Prepared for:

City of Spokane  
Daniel Wong  
(509) 625-4674  
dwong@spokanecity.org

### Bill To:

City of Spokane  
IT Admin  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301  
itadmin@spokanecity.org

### Ship To:

City of Spokane  
Daniel Wong  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3301

### Nutanix 3YR

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
NX-8135N-G8-T2	NX-8135N-G8-T2, 1 Node , Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 2	1	\$40,000.00	\$14,523.36	\$14,523.36
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	1	\$5,000.00	\$1,335.38	\$1,335.38
NX-8235N-G8-T1	NX-8235N-G8-T1, 2 Nodes Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 1	1	\$40,000.00	\$23,765.71	\$23,765.71
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	2	\$5,000.00	\$1,141.89	\$2,283.78
NX-8135N-G8-T2	NX-8135N-G8-T2, 1 Node , Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 2	1	\$40,000.00	\$14,523.36	\$14,523.36
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	1	\$5,000.00	\$1,335.38	\$1,335.38

### Nutanix 3YR

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
NX-8235N-G8-T1	NX-8235N-G8-T1, 2 Nodes Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 1	1	\$40,000.00	\$23,765.71	\$23,765.71
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	2	\$5,000.00	\$1,141.89	\$2,283.78
SW-NCI-D-PRO-PR-3YR	Subscription, Nutanix Cloud Infrastructure Data (NCI-D) Pro Software License & Production Software Support Service for 1 CPU Core, 3 Years	192	\$900.00	\$765.00	\$146,880.00
SWA-NCI-D-ADR-PR-3YR	Subscription, Nutanix Cloud Infrastructure Data (NCI-D) Advanced Replication add-on Software License & Production Software Support Service for 1 CPU Core, 3 Years	192	\$111.00	\$94.35	\$18,115.20
				Subtotal:	<b>\$248,811.66</b>

### VMware 3YR

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
VS8-STD-EPL-UG-C-T2	CUSTOMER PURCHASING PROGRAM T2 UPGRADE: VMWARE VSPHERE 8 STANDARD TO VSPHERE 8 ENTERPRISE PLUS FOR 1 PROCESSOR	12	\$2,921.13	\$2,629.02	\$31,548.24
VS8-EPL-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VSPHERE 8 ENTERPRISE PLUS FOR 1 PROCESSOR FOR 3 YEARS	12	\$2,608.32	\$2,530.29	\$30,363.48
VCS8-STD-C-T2	CUSTOMER PURCHASING PROGRAM T2 VMWARE VCENTER SERVER 8 STANDARD FOR VSPHERE 8 (PER INSTANCE)	1	\$5,742.75	\$5,168.48	\$5,168.48
VCS8-STD-3P-SSS-C	PRODUCTION SUPPORT/SUBSCRIPTION VMWARE VCENTER SERVER 8 STANDARD FOR VSPHERE 8 (PER INSTANCE) FOR 3 YEAR	1	\$4,076.16	\$3,954.22	\$3,954.22
				Subtotal:	<b>\$71,034.42</b>

### Pro-Services Installation Services

Product Details	Qty	Price	Ext. Price
CNet FF - Installation      CompuNet Installation Services	1	\$19,750.00	\$19,750.00
<b>Subtotal:</b>			<b>\$19,750.00</b>

### Quote Summary

Description	Amount
Nutanix 3YR	\$248,811.66
VMware 3YR	\$71,034.42
Pro-Services Installation Services	\$19,750.00
<b>Total:</b>	<b>\$339,596.08</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

### City of Spokane

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_





**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	ORD C36353
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN
<b>Contact Name/Phone</b>	JESSICA STRATTON 509-625-6369
<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	0410-ANNUAL ENCUMBRANCE CARRYOVER SBO

**Agenda Wording**

An ordinance carrying over and re-appropriating various funds from the 2022 fiscal year for use by certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

**Summary (Background)**

This action carries over budget authority for 2022 obligated budget items that were not completed by year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance No. C-36345, passed by the City Council on December 12, 2022.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>	F&A Committee 1/23/23
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CP Beggs/CM Wilkerson
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	ORMSBY, MICHAEL		
<b>Additional Approvals</b>			
<b>Purchasing</b>			
<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA		

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> , 509-625-6369
<b>Council Sponsor(s)</b>	CP Beggs & CM Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	SBO – Annual Encumbrance Carryover
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><u>Background</u> The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk’s Office prior to December 31.</p> <p><u>Summary</u> Following the close of Accounting’s Period 13 for 2022, Finance staff will review all 2022 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2023 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 6, 2023 meeting. The review of the encumbrances will begin January 20, 2023 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed.</p> <p>For context, the five year average for the encumbrance carryover SBO has averaged approximately \$127.5 million across all City funds. The City’s General Fund portion has averaged approximately \$3.4 million over the same period.</p>
<b>Proposed Council Action</b>	Approve SBO on February 6, 2023
<p><b>Fiscal Impact</b> Total Annual Cost: \$TBD Total Cost Remaining This Year: \$ Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring Specify funding source: various funds’ reserves</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? n/a – recurring annual process
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring annual process
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – recurring annual process
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a – recurring annual process

## ORDINANCE NO. C36353

An ordinance carrying over from the 2022 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-36345, passed by the City Council December 12, 2022, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, at the end of the 2022 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personnel services, properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2023 budget; and

WHEREAS, this ordinance has been on file three days;

**NOW, THEREFORE,**

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds the following encumbrance carryover changes be made:

DEPT/ACCOUNT	DESCRIPTION	AMOUNT	DEPT TOTAL	FUND TOTAL
<b>0100</b>	<b>GENERAL FUND</b>			
<b>0020</b>	<b>NONDEPARTMENTAL</b>			
88100-18900-54105-99999	LEGAL SERVICES	238,406		
88200-21100-54201-99999	CONTRACTUAL SERVICES	41,051		
			279,457	
<b>0230</b>	<b>CIVIL SERVICE</b>			
30600-18100-54101-99999	PROFESSIONAL SERVICES	5,830		
			5,830	
<b>0260</b>	<b>CITY CLERK</b>			
32100-14230-53505-99999	OFFICE FURNITURE (NON CAPITAL)	1,894		
			1,894	
<b>0300</b>	<b>HUMAN SERVICES</b>			
53010-65410-53505-99999	OFFICE FURNITURE (NON CAPITAL)	9,726		
53010-65410-54101-99999	PROFESSIONAL SERVICES	5,770		
53010-65410-54201-99999	CONTRACTUAL SERVICES	313,781		
53010-65430-53104-99999	SOFTWARE (NONCAPITALIZED)	5,712		
53010-66000-54201-99999	CONTRACTUAL SERVICES	12,501		
53011-65410-53201-99999	OPERATING SUPPLIES	9,406		
53011-65410-54101-99999	PROFESSIONAL SERVICES	30,000		
53011-65410-54802-99999	BUILDING REPAIRS/MAINTENANCE	50,000		
53011-65410-54999-99999	OTHER MISC CHARGES	1,023,724		
			1,460,620	
<b>0320</b>	<b>COUNCIL</b>			
36100-11600-54101-99999	PROFESSIONAL SERVICES	45,500		
36100-11600-54201-99999	CONTRACTUAL SERVICES	2,550		

	OTH		
36100-11600-54904-99999	DUES/SUBSCRIPTNS/MEMBERSHP	712	
36100-11600-54999-99999	OTHER MISC CHARGES	2,229	50,991
<b>0330</b>	<b>PUBLIC AFFAIRS/COMMUNICATIONS</b>		
37100-18900-54101-99999	PROFESSIONAL SERVICES	4,386	
73800-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	1,079	5,465
<b>0370</b>	<b>ENGINEERING SERVICES</b>		
30210-44200-53201-99999	OPERATING SUPPLIES	123	
30210-44200-53502-99999	MINOR EQUIPMENT	573	
30210-44200-54201-99999	CONTRACTUAL SERVICES	43,608	
30210-44200-54406-99999	PARKING/TOLLS (LOCAL)	2,440	
30210-94000-56301-99999	OTHER IMPROVEMENTS	589	
30210-94440-56602-99999	LEASED VEHICLES	19,755	
95163-97140-80101-99999	OPERATING TRANSFERS OUT	525,000	592,088
<b>0410</b>	<b>FINANCE</b>		
30400-14230-54214-99999	SUBSCRIPTION BASED IT ARNGMTS	7,848	7,848
<b>0500</b>	<b>LEGAL</b>		
15100-15300-54101-99999	PROFESSIONAL SERVICES	818	
15100-15300-54206-89003	SNOW REMOVAL SERVICES	4,179	
15100-15300-54212-89003	LANDSCAPE/GROUNDS MAINT	368	
33200-15300-53102-99999	PUBLICATIONS	4,485	
33200-15300-54201-99999	CONTRACTUAL SERVICES	13,226	23,076
<b>0550</b>	<b>NEIGHBORHOOD SERVICES</b>		
30210-57200-53521-99999	COMPUTERS	1,521	1,521
<b>0560</b>	<b>MUNICIPAL COURT</b>		
13100-12500-54920-99999	ALARM/SECURITY SERVICES	228	228
<b>0620</b>	<b>HUMAN RESOURCES</b>		
31100-18100-53505-99999	OFFICE FURNITURE (NON CAPITAL)	19,826	
31100-18100-54201-99999	CONTRACTUAL SERVICES	2,802	22,628
<b>0650</b>	<b>PLANNING SERVICES</b>		
30210-58620-53521-99999	COMPUTERS	25,934	
30210-58620-54201-99999	CONTRACTUAL SERVICES	197,474	
51100-58620-54201-99999	CONTRACTUAL SERVICES	131,810	355,218
<b>0680</b>	<b>POLICE</b>		
11120-21700-53201-99999	OPERATING SUPPLIES	753	
11120-21700-53502-99999	MINOR EQUIPMENT	371	
11120-21700-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,266	
11150-21250-53502-99999	MINOR EQUIPMENT	377	
11230-21250-53502-99999	MINOR EQUIPMENT	279	
11410-21250-53202-99999	CLOTHING	4,213	
11410-21250-54210-99999	INTERPRETER COSTS	1,807	
11410-21250-54906-99999	LAUNDRY/JANITORIAL SERVICES	505	
11410-21250-54921-99999	TOWING EXPENSE	2,035	
11460-21400-53206-99999	AMMUNITION	211,960	
11460-21400-53502-99999	MINOR EQUIPMENT	15,832	
11470-21140-53502-99999	MINOR EQUIPMENT	961	
11480-21400-54805-99999	STRUCTURE REPAIRS/MAINTENANCE	2,289	
11480-94000-56301-99999	OTHER IMPROVEMENTS	3,472	
11910-21250-53201-99999	OPERATING SUPPLIES	1,343	

11920-21250-53502-99999	MINOR EQUIPMENT	229	
11930-21250-53201-99999	OPERATING SUPPLIES	1,573	
30210-21500-53201-68209	OPERATING SUPPLIES	1,117	
30210-21500-54212-68201	LANDSCAPE/GROUNDS MAINT	1,082	
30210-21500-54212-68205	LANDSCAPE/GROUNDS MAINT	154	
30210-21500-54212-68213	LANDSCAPE/GROUNDS MAINT	491	
30210-21500-54802-68201	BUILDING REPAIRS/MAINTENANCE	11,549	
30210-21500-54802-68209	BUILDING REPAIRS/MAINTENANCE	844	
30210-21500-54906-68203	LAUNDRY/JANITORIAL SERVICES	3,280	
			268,782
<b>0700</b>	<b>PUBLIC DEFENDER</b>		
14100-15930-53102-99999	PUBLICATIONS	13,019	
14100-15930-54206-89003	SNOW REMOVAL SERVICES	4,179	
14100-15930-54212-89003	LANDSCAPE/GROUNDS MAINT	368	
			17,566
<b>0750</b>	<b>COMMUNITY/ECONOMIC DEV DVSN</b>		
36230-58700-54201-99999	CONTRACTUAL SERVICES	138,759	
			138,759
			3,231,971
<b><u>1100</u></b>	<b><u>STREET FUND</u></b>		
<b>1100</b>	<b>STREET FUND</b>		
21300-42640-53201-99999	OPERATING SUPPLIES	1,887	
21300-42640-53210-99999	REPAIR & MAINTENANCE SUPPLIES	82,598	
21300-95200-56102-99999	RIGHT OF WAY	21,000	
21400-42640-53201-99999	OPERATING SUPPLIES	306	
21400-42640-53210-99999	REPAIR & MAINTENANCE SUPPLIES	35,117	
21400-94420-56401-99999	MACHINERY/EQUIPMENT	11,364	
21500-42630-53210-99999	REPAIR & MAINTENANCE SUPPLIES	25,019	
21700-42300-53201-99999	OPERATING SUPPLIES	98	
21700-42300-53210-99999	REPAIR & MAINTENANCE SUPPLIES	2,430	
21700-42300-54201-23003	CONTRACTUAL SERVICES	700,000	
21700-42300-54201-23005	CONTRACTUAL SERVICES	721,317	
21700-42300-54201-23006	CONTRACTUAL SERVICES	115,847	
21700-42300-54201-23007	CONTRACTUAL SERVICES	74,610	
21700-42300-54201-23008	CONTRACTUAL SERVICES	79,896	
21700-42300-54201-99999	CONTRACTUAL SERVICES	26,400	
21700-42300-54801-99999	REPAIRS/MAINTENANCE	1,875	
21800-42660-53210-99999	REPAIR & MAINTENANCE SUPPLIES	463,985	
21800-42660-54201-99999	CONTRACTUAL SERVICES	131	
21900-42500-54805-99999	STRUCTURE REPAIRS/MAINTENANCE	6,582	
			2,370,462
			2,370,462
<b><u>1200</u></b>	<b><u>CODE ENFORCEMENT FUND</u></b>		
<b>1200</b>	<b>CODE ENFORCEMENT FUND</b>		
58100-94240-56601-99999	CAPITALIZED RENTS/LEASES	11,920	
58200-24600-54201-99999	CONTRACTUAL SERVICES	10,799	
58200-94000-56404-99999	VEHICLES	97,067	
58200-94240-56404-99999	VEHICLES	24,482	
			144,268
			144,268

**1300****1300**

56100-94000-56401-49101  
 56100-94000-56401-49102  
 56100-94000-56401-49103  
 56100-94000-56401-49104  
 56100-94000-56401-49105  
 56100-94000-56401-49106  
 56100-94000-56401-99999  
 56500-72500-53210-49101

**LIBRARY FUND****LIBRARY FUND**

MACHINERY/EQUIPMENT 24,567  
 MACHINERY/EQUIPMENT 5,689  
 MACHINERY/EQUIPMENT 49,900  
 MACHINERY/EQUIPMENT 59,297  
 MACHINERY/EQUIPMENT 23,124  
 MACHINERY/EQUIPMENT 5,689  
 MACHINERY/EQUIPMENT 29,743  
 REPAIR & MAINTENANCE SUPPLIES 977

198,986

198,986

**1340****1340**

53620-58620-54201-99999

**HISTORIC PRESERVATION I****HISTORIC PRESERVATION INCENTIV**

CONTRACTUAL SERVICES 5,000

5,000

5,000

**1360****1360**

91210-12500-53502-99999  
 91210-99999-33412-99999  
 94173-58620-51991-99999  
 94173-58620-52991-99999  
 94173-58620-53102-99999  
 94173-58620-54201-99999  
 94173-58620-54401-99999  
 94173-99999-33166-99999  
 94175-58620-54201-20257  
 94175-94750-56203-20252  
 94175-99999-33442-20252  
 94175-99999-34589-20257

**MISCELLANEOUS GRANTS FU****MISCELLANEOUS GRANTS FUND**

MINOR EQUIPMENT 15,820  
 OTHER JUDICIAL AGENCIES -15,818  
 CONTRA SALARIES 16,000  
 CONTRA BENEFITS 8,000  
 PUBLICATIONS 1,200  
 CONTRACTUAL SERVICES 464,433  
 AIRFARE 7,800  
 ENVIRONMENTAL PROTECTION  
 AGENC -497,432  
 CONTRACTUAL SERVICES 206,796  
 BUILDING IMPROVEMENTS 1,320,365  
 -  
 DEPT OF COMMERCE 1,320,365  
 OTHER PLANNING/DEVELOPMENT  
 SVC -206,795

4

4

**1380****1380**

24100-21700-54201-99999  
 24100-42300-54201-99999  
 24101-95300-56501-86067  
 24101-95300-56501-86114  
 24102-95300-56501-21011  
 24103-95300-56501-21011  
 24103-95300-56501-99999  
 24104-21700-54201-99999  
 24104-42300-54201-99999  
 24105-95300-56501-21011  
 24106-95300-56501-21011  
 24107-95300-56501-21011  
 30210-21100-54201-99999

**TRAFFIC CALMING MEASURE****TRAFFIC CALMING MEASURES**

CONTRACTUAL SERVICES 66,871  
 CONTRACTUAL SERVICES 1,082,599  
 CONSTRUCTION OF FIXED ASSETS 151,500  
 CONSTRUCTION OF FIXED ASSETS 3,409  
 CONSTRUCTION OF FIXED ASSETS 3,735  
 CONSTRUCTION OF FIXED ASSETS 66,672  
 CONSTRUCTION OF FIXED ASSETS 125,400  
 CONTRACTUAL SERVICES 71,527  
 CONTRACTUAL SERVICES 207,349  
 CONSTRUCTION OF FIXED ASSETS 335,653  
 CONSTRUCTION OF FIXED ASSETS 172,710  
 CONSTRUCTION OF FIXED ASSETS 305,998  
 CONTRACTUAL SERVICES 72,057

2,665,480

**1400**

**PARKS AND RECREATION FU**

**1400**

**PARKS AND RECREATION FUND**

30210-76100-53505-99999	OFFICE FURNITURE (NON CAPITAL)	1,961
30210-76100-54201-99999	CONTRACTUAL SERVICES	5,000
30210-76103-54201-99999	CONTRACTUAL SERVICES	14,413
30210-76120-54101-99999	PROFESSIONAL SERVICES	647
30210-76170-53201-99999	OPERATING SUPPLIES	609
30210-76170-54201-99999	CONTRACTUAL SERVICES	960
30210-94000-56301-99999	OTHER IMPROVEMENTS	12,372
30210-94000-56311-99999	BRIDGES	119,226
	CONSTRUCTION PROFESSIONAL	
	SRVC	129,437
30210-94000-56520-99999	CONTRACTUAL SERVICES	1,408
54123-76902-54201-99999	REPAIRS/MAINTENANCE	5,000
54150-76902-54801-99999	CONTRACTUAL SERVICES	1,010
54160-76902-54201-99999	CONTRACTUAL SERVICES	2,481
54311-76810-54201-47120	CONTRACTUAL SERVICES	38,411
54311-76810-54201-99999	REPAIRS/MAINTENANCE	1,645
54311-76810-54801-99999	EQUIPMENT REPAIRS/MAINTENANCE	1,551
54311-76810-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	1,906
54311-76820-54803-99999	CONTRACTUAL SERVICES	11,350
54343-76901-54201-99999	CONTRACTUAL SERVICES	26,125
54500-76810-54852-99999	GENERAL REPAIRS/MAINT	863
54500-76820-54801-99999	REPAIRS/MAINTENANCE	1,407
54500-76820-54850-99999	OTHER REPAIRS/MAINTENANCE	3,224
54702-76903-54212-99999	LANDSCAPE/GROUNDS MAINT	22,345
54703-76903-54852-99999	GENERAL REPAIRS/MAINT	5,306

408,657

408,657

**1425**

**AMERICAN RESCUE PLAN**

**1425**

**AMERICAN RESCUE PLAN**

88151-22200-54201-97204	CONTRACTUAL SERVICES	1,200,000
88153-57215-51991-97249	CONTRA SALARIES	1,846
88153-57215-54201-97225	CONTRACTUAL SERVICES	300,000
88153-57215-54201-97231	CONTRACTUAL SERVICES	1,000,000
88153-57215-54201-97232	CONTRACTUAL SERVICES	287,200
88153-57215-54201-97233	CONTRACTUAL SERVICES	1,500,000
88153-57215-54201-97234	CONTRACTUAL SERVICES	656,679
88153-57215-54201-97237	CONTRACTUAL SERVICES	3,000,000
88153-57215-54201-97239	CONTRACTUAL SERVICES	2,500,000
88153-57215-54201-97245	CONTRACTUAL SERVICES	400,000
88153-57215-54201-97246	CONTRACTUAL SERVICES	3,500,000
88153-57215-54201-97250	CONTRACTUAL SERVICES	5,000,000
88153-57215-54201-97251	CONTRACTUAL SERVICES	2,000,000
88153-57215-54201-97253	CONTRACTUAL SERVICES	5,000,000
88153-57215-54201-97254	CONTRACTUAL SERVICES	1,000,000
88153-57215-54201-97318	CONTRACTUAL SERVICES	5,000,000
88153-65410-54201-97249	CONTRACTUAL SERVICES	5,989,012
88153-94000-56301-97241	OTHER IMPROVEMENTS	500,000
88153-94000-56301-97242	OTHER IMPROVEMENTS	500,000
88153-94000-56301-97243	OTHER IMPROVEMENTS	500,000
88153-94760-56414-97248	PARK FURNISHINGS	1,120,000
88153-94760-56501-97312	CONSTRUCTION OF FIXED ASSETS	147,500
88155-18880-54201-97328	CONTRACTUAL SERVICES	150,000



88155-38141-54999-97327	OTHER MISC CHARGES	797,912	
88155-48348-54201-97315	CONTRACTUAL SERVICES	50,960	
88155-57215-54201-97236	CONTRACTUAL SERVICES	4,000,000	
88155-57215-54201-97238	CONTRACTUAL SERVICES	1,823,679	
88155-57215-54201-97252	CONTRACTUAL SERVICES	1,000,000	
88155-57215-54999-97320	OTHER MISC CHARGES	120,000	
88155-58500-54908-97326	PERMITS/OTHER FEES	150,000	
88155-94000-56201-97319	BUILDING ACQUISITION	4,951,000	
88155-94000-56313-97321	PLAYGROUNDS	160,000	
88155-94180-56301-97316	OTHER IMPROVEMENTS	74,812	
88155-94220-56301-97322	OTHER IMPROVEMENTS	125,000	
88155-97186-80101-97313	OPERATING TRANSFERS OUT	2,086,312	
88155-97187-80101-97314	OPERATING TRANSFERS OUT	3,707,869	
88156-14230-51991-99999	CONTRA SALARIES	691,487	
88156-14230-54201-97306	CONTRACTUAL SERVICES	533,416	
88156-14230-54201-97307	CONTRACTUAL SERVICES	112,587	
88156-14230-54201-97308	CONTRACTUAL SERVICES	120,000	
			61,757,271
			61,757,271
<b><u>1440</u></b>	<b><u>FIRE GRANTS MISCELLANEO</u></b>		
<b>1440</b>	<b>FIRE GRANTS MISCELLANEOUS</b>		
93541-22200-53205-99999	PERSONAL PROTECTIVE EQUIPMENT	411,907	
93541-99999-33197-99999	DEPT OF HOMELAND SECURITY	-411,906	
			1
			1
<b><u>1460</u></b>	<b><u>PARKING METER REVENUE F</u></b>		
<b>1460</b>	<b>PARKING METER REVENUE FUND</b>		
21200-21710-53201-99999	OPERATING SUPPLIES	3,103	
21200-21710-53210-99999	REPAIR & MAINTENANCE SUPPLIES	778	
21200-21710-54105-24003	LEGAL SERVICES	483	
21200-21710-54201-24004	CONTRACTUAL SERVICES	6,640	
21200-21710-54201-99999	CONTRACTUAL SERVICES	5,000	
21200-21710-54214-24003	SUBSCRIPTION BASED IT ARNGMTS	25,102	
21200-21710-54909-99999	PRINTING/BINDING/REPRO	5,734	
			46,840
			46,840
<b><u>1500</u></b>	<b><u>PATHS AND TRAILS RESERV</u></b>		
<b>1500</b>	<b>PATHS AND TRAILS RESERVE FUND</b>		
48601-42800-54201-99999	CONTRACTUAL SERVICES	20,650	
95849-95620-56501-99999	CONSTRUCTION OF FIXED ASSETS	199,800	
			220,450
			220,450
<b><u>1540</u></b>	<b><u>HUMAN SERVICES GRANTS F</u></b>		
<b>1540</b>	<b>HUMAN SERVICES GRANTS FUND</b>		
95570-65410-54201-99999	CONTRACTUAL SERVICES	140,939	
95570-65430-53104-99999	SOFTWARE (NONCAPITALIZED)	111,801	
95571-65410-54201-99999	CONTRACTUAL SERVICES	400,392	
95572-65410-54201-99999	CONTRACTUAL SERVICES	2,215,285	
95573-65410-54201-99999	CONTRACTUAL SERVICES	64,227	
95574-65410-54201-99999	CONTRACTUAL SERVICES	32,375	

95585-65410-54201-99999	CONTRACTUAL SERVICES	37,983		
95588-65410-54201-99999	CONTRACTUAL SERVICES	370,272		
95588-65430-51991-99999	CONTRA SALARIES	10,000		
95588-65430-52991-99999	CONTRA BENEFITS	5,000		
95588-65430-54992-99999	CONTRA OTHER SUP/SVC/EQUIP	10,000		
95592-65410-54201-99999	CONTRACTUAL SERVICES	3,463,266		
95594-65410-54201-99999	CONTRACTUAL SERVICES	1,631,452	8,492,992	
				8,492,992
<b><u>1541</u></b>	<b><u>CONTINUUM OF CARE</u></b>			
<b>1541</b>	<b>CONTINUUM OF CARE</b>			
95575-65410-54201-99999	CONTRACTUAL SERVICES	2,045,402		
95600-65410-54201-99999	CONTRACTUAL SERVICES	2,300,260	4,345,662	
				4,345,662
<b><u>1560</u></b>	<b><u>FORFEITURES &amp; CONTRIBUT</u></b>			
<b>1560</b>	<b>FORFEITURES &amp; CONTRIBUTION FND</b>			
11230-21250-54105-68001	LEGAL SERVICES	5,000		
11230-21250-54105-68308	LEGAL SERVICES	589		
11440-21800-53201-99999	OPERATING SUPPLIES	613		
11440-21800-53502-99999	MINOR EQUIPMENT	524		
11440-94000-56401-99999	MACHINERY/EQUIPMENT	18,126		
17100-21250-53505-99999	OFFICE FURNITURE (NON CAPITAL)	4,866		
17200-94000-56412-99999	TV'S/AUDIO VISUAL EQUIPMENT	10,871	40,589	
				40,589
<b><u>1590</u></b>	<b><u>HOTEL/MOTEL TAX FUND</u></b>			
<b>1590</b>	<b>HOTEL/MOTEL TAX FUND</b>			
25300-57300-54201-99999	CONTRACTUAL SERVICES	239,303	239,303	
				239,303
<b><u>1595</u></b>	<b><u>HOUSING SALES TAX</u></b>			
<b>1595</b>	<b>HOUSING SALES TAX</b>			
53121-51010-54201-99999	CONTRACTUAL SERVICES	3,024,350	3,024,350	
				3,024,350
<b><u>1615</u></b>	<b><u>REET 1ST QUARTER PERCEN</u></b>			
<b>1615</b>	<b>REET 1ST QUARTER PERCENT</b>			
48400-97180-80101-99999	OPERATING TRANSFERS OUT	424,500		
48400-97185-80101-99999	OPERATING TRANSFERS OUT	2,098,066	2,522,566	
				2,522,566
<b><u>1620</u></b>	<b><u>PUBLIC SAFETY &amp; JUDICIA</u></b>			
<b>1620</b>	<b>PUBLIC SAFETY &amp; JUDICIAL GRANT</b>			
91792-21250-51215-99999	OVERTIME-UNIFORM	70,133		
91792-21250-52110-99999	SOCIAL SECURITY	1,091		

91792-21250-52230-99999	PENSION LEOFF II	3,987		
91792-99999-33120-99999	DEPT OF TRANSPORTATION	-75,209		
91796-21250-53502-99999	MINOR EQUIPMENT	38,033		
91796-21250-54201-99999	CONTRACTUAL SERVICES	48,544		
91796-99999-33116-99999	DEPT OF JUSTICE	-86,576		
91797-21250-54201-99999	CONTRACTUAL SERVICES	5,250		
91797-99999-33469-99999	OTHER STATE AGENCIES	-5,250		
91799-21250-51215-99999	OVERTIME-UNIFORM	98,650		
91799-21250-54201-99999	CONTRACTUAL SERVICES	26,528		
91799-99999-33469-99999	OTHER STATE AGENCIES	-125,176		
91801-21250-54401-99999	AIRFARE	12,297		
91801-21250-54407-99999	LODGING	12,297		
91801-21250-54408-99999	PER DIEM	7,378		
91801-21250-54409-99999	OTHER TRANSPORTATION EXPENSES	9,838		
91801-21250-54902-99999	REGISTRATION/SCHOOLING	7,378		
91801-99999-33469-99999	OTHER STATE AGENCIES	-49,186		
91802-21250-54201-99999	CONTRACTUAL SERVICES	413,833		
91802-21250-54401-99999	AIRFARE	86,000		
91802-99999-33116-99999	DEPT OF JUSTICE	-499,833		
91805-21400-54902-99999	REGISTRATION/SCHOOLING	185		
91805-99999-33469-99999	OTHER STATE AGENCIES	-184		
91806-21250-53502-99999	MINOR EQUIPMENT	10,000		
91806-99999-33397-99999	DEPT OF HOMELAND SECURITY	-10,000		
99138-21250-53526-99999	WEAPONS/FIREARMS/SIGNALGUNS	41,400		
99138-94000-56401-99999	MACHINERY/EQUIPMENT	150,000		
99138-94000-56404-99999	VEHICLES	123,856		
			315,264	
				315,264
<b><u>1625</u></b>	<b><u>PUBLIC SAFETY PERSONNEL</u></b>			
<b>1625</b>	<b>PUBLIC SAFETY PERSONNEL FUND</b>			
30210-21100-54201-99999	CONTRACTUAL SERVICES	143,180		
			143,180	
				143,180
<b><u>1640</u></b>	<b><u>COMMUNICATIONS BLDG M&amp;O</u></b>			
<b>1640</b>	<b>COMMUNICATIONS BLDG M&amp;O FUND</b>			
35351-28200-54102-99999	ENGINEERING SERVICES	10,818		
35351-28200-54206-99999	SNOW REMOVAL SERVICES	300		
35351-28200-54212-99999	LANDSCAPE/GROUNDS MAINT	90		
35351-28200-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	11,242		
			22,450	
				22,450
<b><u>1690</u></b>	<b><u>COMM DEVELOPMENT BLOCK</u></b>			
<b>1690</b>	<b>COMM DEVELOPMENT BLOCK GRANTS</b>			
95576-51010-54201-99999	CONTRACTUAL SERVICES	2,290,803		
95587-51010-54201-99999	CONTRACTUAL SERVICES	317,107		
			2,607,910	
				2,607,910

**1695****CDBG REVOLVING LOAN FUN****1695****CDBG REVOLVING LOAN FUND**

95577-51010-53104-99999	SOFTWARE (NONCAPITALIZED)	3,248	
95577-51010-54201-99999	CONTRACTUAL SERVICES	1,484,879	
95577-51030-53104-99999	SOFTWARE (NONCAPITALIZED)	15,696	
			1,503,823

1,503,823

**1700****MISC COMMUNITY DEVPMT****1700****MISC COMMUNITY DEVPMT GRANTS**

53016-51010-54201-99999	CONTRACTUAL SERVICES	804,807	
95613-51030-51991-99999	CONTRA SALARIES	147,370	
95613-51030-52991-99999	CONTRA BENEFITS	50,990	
95613-51030-53104-99999	SOFTWARE (NONCAPITALIZED)	93,500	
95613-51030-53502-99999	MINOR EQUIPMENT	4,000	
95613-51030-54992-99999	CONTRA OTHER SUP/SVC/EQUIP	33,834	
95613-51030-54999-99999	OTHER MISC CHARGES	42,500	
			1,177,001

1,177,001

**1710****HOME ENTITLEMENT PROGRA****1710****HOME ENTITLEMENT PROGRAM**

95579-51010-54201-99999	CONTRACTUAL SERVICES	38,634	
			38,634

38,634

**1725****AFFORDABLE & SUPTIVE HO****1725****AFFORDABLE & SUPTIVE HOUSING**

53121-51010-54201-99999	CONTRACTUAL SERVICES	964,700	
			964,700

964,700

**1760****EMERGENCY RENTAL ASSTNC****1760****EMERGENCY RENTAL ASSTNCE GRANT**

95596-51040-54201-99999	CONTRACTUAL SERVICES	869	
95597-51010-54201-99999	CONTRACTUAL SERVICES	98,083	
95599-51040-54201-99999	CONTRACTUAL SERVICES	769,793	
			868,745

868,745

**1910****CRIMINAL JUSTICE ASSIST****1910****CRIMINAL JUSTICE ASSISTANCE FD**

53010-65410-53502-99999	MINOR EQUIPMENT	54	
53010-65410-54101-89017	PROFESSIONAL SERVICES	117,500	
53010-65410-54101-99999	PROFESSIONAL SERVICES	2,500	
53010-65410-54201-99999	CONTRACTUAL SERVICES	4,455,102	
53010-65410-54206-89017	SNOW REMOVAL SERVICES	13,625	
53010-65410-54212-89017	LANDSCAPE/GROUNDS MAINT	13,625	
53010-65410-54265-99999	OPERATING ASSESSMENTS/TAXES	1	
53010-65410-54501-99999	OPERATING RENTALS/LEASES	159,850	
53010-65410-54802-89017	BUILDING REPAIRS/MAINTENANCE	53,392	

53010-65410-54802-99999	BUILDING REPAIRS/MAINTENANCE	1,001		
53010-65430-51991-99999	CONTRA SALARIES	98,892		
53010-65430-52991-99999	CONTRA BENEFITS	32,140		
53010-65430-54992-99999	CONTRA OTHER SUP/SVC/EQUIP	101,255		
			5,048,937	
				5,048,937
<b><u>1920</u></b>	<b><u>FINANCIAL PARTNERSHIP F</u></b>			
1920	FINANCIAL PARTNERSHIP FUND			
30210-58700-54201-99999	CONTRACTUAL SERVICES	886,865		
			886,865	
				886,865
<b><u>1940</u></b>	<b><u>CHANNEL FIVE EQUIPMENT</u></b>			
<b>1940</b>	<b>CHANNEL FIVE EQUIPMENT RESERVE</b>			
37310-18900-54201-99999	CONTRACTUAL SERVICES	3		
			3	
				3
<b><u>1950</u></b>	<b><u>PARK CUMULATIVE RESERVE</u></b>			
<b>1950</b>	<b>PARK CUMULATIVE RESERVE FUND</b>			
54500-94000-56301-99999	OTHER IMPROVEMENTS	50,977		
54920-94000-56301-48063	OTHER IMPROVEMENTS	496,989		
54920-94000-56301-99999	OTHER IMPROVEMENTS	44,081		
54920-94000-56311-99999	BRIDGES	112,035		
54920-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	225,000		
54920-94000-56522-48069	ARCHITECT AND ENGINEER SERV	10,802		
54920-94000-56522-99999	ARCHITECT AND ENGINEER SERV	16,133		
54925-94000-56401-99999	MACHINERY/EQUIPMENT	147,785		
54925-94000-56601-99999	CAPITALIZED RENTS/LEASES	78,395		
			1,182,197	
				1,182,197
<b><u>1970</u></b>	<b><u>FIRE/EMS FUND</u></b>			
<b>1970</b>	<b>FIRE/EMS FUND</b>			
35111-22300-53505-99999	OFFICE FURNITURE (NON CAPITAL)	2,040		
35111-22300-54101-99999	PROFESSIONAL SERVICES	5,000		
35111-94000-56404-99999	VEHICLES	170,770		
35121-22200-53502-99999	MINOR EQUIPMENT	8,253		
35121-22200-54103-99999	MEDICAL SERVICES	4,000		
35141-22100-53505-99999	OFFICE FURNITURE (NON CAPITAL)	2,040		
35142-22100-54820-99999	SOFTWARE MAINTENANCE	2,196		
35150-22600-53211-40195	VEHICLE REPAIR & MAINT SUPPLY	12,000		
35150-22600-54853-40195	VEHICLE REPAIRS/MAINT	7,309		
35160-22500-54101-99999	PROFESSIONAL SERVICES	436,938		
35160-22500-54206-42548	SNOW REMOVAL SERVICES	136		
35160-22500-54212-42550	LANDSCAPE/GROUNDS MAINT	46		
35160-22500-54802-42513	BUILDING REPAIRS/MAINTENANCE	3,872		
35160-94000-56203-44006	BUILDING IMPROVEMENTS	11,033		
35170-22200-53202-99999	CLOTHING	15,240		
35170-22200-53205-99999	PERSONAL PROTECTIVE EQUIPMENT	616		
35170-22200-54907-99999	CLOTHING ALTERATIONS & REPAIRS	993		
35170-22450-53202-43023	CLOTHING	195		
35170-22450-53205-43023	PERSONAL PROTECTIVE EQUIPMENT	78,347		

35210-28200-53104-99999	SOFTWARE (NONCAPITALIZED)	1,875	762,899	
				762,899
<b><u>1990</u></b>	<b><u>TRANSPORTATION BENEFIT</u></b>			
<b>1990</b>	<b>TRANSPORTATION BENEFIT FUND</b>			
49871-42300-54201-99999	CONTRACTUAL SERVICES	1,320,295		
49873-42800-54201-99999	CONTRACTUAL SERVICES	1,757,873		
85210-42800-54201-99999	CONTRACTUAL SERVICES	9,512		
95160-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	640,000	3,727,680	
				3,727,680
<b><u>3200</u></b>	<b><u>ARTERIAL STREET FUND</u></b>			
<b>3200</b>	<b>ARTERIAL STREET FUND</b>			
47110-95300-56501-86068	CONSTRUCTION OF FIXED ASSETS	3,961,334		
		-		
47110-99999-34410-86068	MAINT REPAIR CONST SERVICES	3,961,333		
48400-95100-56501-86075	CONSTRUCTION OF FIXED ASSETS	12,259		
49198-95300-56501-86068	CONSTRUCTION OF FIXED ASSETS	5,513		
49198-95300-56501-86070	CONSTRUCTION OF FIXED ASSETS	290,466		
49828-42300-54201-21030	CONTRACTUAL SERVICES	4,490		
49828-42300-54201-21031	CONTRACTUAL SERVICES	6,135		
49828-42300-54201-86042	CONTRACTUAL SERVICES	1,011,345		
49828-42300-54201-86088	CONTRACTUAL SERVICES	42,105		
49828-95300-56501-86035	CONSTRUCTION OF FIXED ASSETS	192,145		
49828-95300-56501-86059	CONSTRUCTION OF FIXED ASSETS	3,392		
49828-95300-56501-86064	CONSTRUCTION OF FIXED ASSETS	60,235		
49828-95300-56501-86070	CONSTRUCTION OF FIXED ASSETS	853,408		
49828-95300-56501-86076	CONSTRUCTION OF FIXED ASSETS	1,731,255		
49840-95300-56501-86036	CONSTRUCTION OF FIXED ASSETS	43,094		
49854-95300-56501-86032	CONSTRUCTION OF FIXED ASSETS	36,500		
49863-42800-54201-21023	CONTRACTUAL SERVICES	61,991		
95023-95200-56102-99999	RIGHT OF WAY	185,000		
95136-95300-56501-86102	CONSTRUCTION OF FIXED ASSETS	199,286		
95158-95300-56501-21999	CONSTRUCTION OF FIXED ASSETS	12,648		
95158-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	433,795		
95163-42300-54201-21996	CONTRACTUAL SERVICES	40,902		
95163-42300-54201-99999	CONTRACTUAL SERVICES	81,889		
95164-95100-56501-86046	CONSTRUCTION OF FIXED ASSETS	55,933		
95164-95100-56501-86108	CONSTRUCTION OF FIXED ASSETS	150,000		
95164-95100-56501-86109	CONSTRUCTION OF FIXED ASSETS	148,291		
95164-95300-56501-86050	CONSTRUCTION OF FIXED ASSETS	1,270,276		
95164-95300-56501-86059	CONSTRUCTION OF FIXED ASSETS	141,037		
		-		
95164-99999-33320-86050	DEPT OF TRANSPORTATION	1,270,275		
95164-99999-33320-86059	DEPT OF TRANSPORTATION	-141,036		
95165-95300-56501-86045	CONSTRUCTION OF FIXED ASSETS	70,335		
95166-95300-56501-86064	CONSTRUCTION OF FIXED ASSETS	78,885	5,811,300	
				5,811,300
<b><u>3346</u></b>	<b><u>UTGO 2015 PARKS</u></b>			
<b>3346</b>	<b>UTGO 2015 PARKS</b>			
49574-94000-56315-48193	PUBLIC ART	37,954		
49574-94000-56315-99999	PUBLIC ART	6,278		

49574-94000-56501-48117	CONSTRUCTION OF FIXED ASSETS	16,161
49574-94000-56504-48193	OTHER CAPITALIZED COSTS	45,874
	CONSTRUCTION PROFESSIONAL	
49574-94000-56520-48117	SRVC	2,509
	CONSTRUCTION PROFESSIONAL	
49574-94000-56520-48193	SRVC	2,834
49576-94000-56301-99999	OTHER IMPROVEMENTS	7,457
49577-94000-56301-48118	OTHER IMPROVEMENTS	13,898
49579-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	40,834
	CONSTRUCTION PROFESSIONAL	
49579-94000-56520-99999	SRVC	14,851
49579-94000-56522-99999	ARCHITECT AND ENGINEER SERV	10,000

198,650

198,650

**3365**

**2018 UTGO LIBRARY CAPIT**

**3365**

**2018 UTGO LIBRARY CAPITAL BOND**

56100-94000-56409-49110	COMPUTER/MICRO EQUIPMENT	169,494
56100-94000-56410-49110	DATA PROCESS EQUIP	64,315
56100-94000-56501-49111	CONSTRUCTION OF FIXED ASSETS	22,002
56100-94000-56501-49112	CONSTRUCTION OF FIXED ASSETS	4,730
56100-94000-56501-49113	CONSTRUCTION OF FIXED ASSETS	4,730
56100-94000-56501-49114	CONSTRUCTION OF FIXED ASSETS	4,730
	CONSTRUCTION PROFESSIONAL	
56100-94000-56520-49110	SRVC	64,813
56100-94000-56522-49110	ARCHITECT AND ENGINEER SERV	47,745
56101-94000-56202-49101	BUILDING CONSTRUCTION	113,825
56101-94000-56301-49101	OTHER IMPROVEMENTS	46,767
56101-94000-56315-49101	PUBLIC ART	5,225
56101-94000-56401-49101	MACHINERY/EQUIPMENT	84,045
56101-94000-56401-99999	MACHINERY/EQUIPMENT	41,979
	CONSTRUCTION PROFESSIONAL	
56101-94000-56520-49101	SRVC	85,041
56101-94000-56522-49101	ARCHITECT AND ENGINEER SERV	10,145
56102-94000-56202-49102	BUILDING CONSTRUCTION	449,316
56102-94000-56301-49102	OTHER IMPROVEMENTS	39,866
56102-94000-56315-49102	PUBLIC ART	2,000
56102-94000-56401-49102	MACHINERY/EQUIPMENT	886,114
	CONSTRUCTION PROFESSIONAL	
56102-94000-56520-49102	SRVC	10,277
56102-94000-56521-49102	CONSULTANT SRV-CAPITALIZED	6,000
56102-94000-56522-49102	ARCHITECT AND ENGINEER SERV	20,364
56103-94000-56202-99999	BUILDING CONSTRUCTION	87,934
56103-94000-56301-99999	OTHER IMPROVEMENTS	40,249
56103-94000-56315-99999	PUBLIC ART	613
56103-94000-56401-99999	MACHINERY/EQUIPMENT	7,160
	CONSTRUCTION PROFESSIONAL	
56103-94000-56520-99999	SRVC	4,797
56103-94000-56522-99999	ARCHITECT AND ENGINEER SERV	520
56104-94000-56202-99999	BUILDING CONSTRUCTION	1,325
56104-94000-56301-99999	OTHER IMPROVEMENTS	9,005
56104-94000-56401-99999	MACHINERY/EQUIPMENT	26,142
	CONSTRUCTION PROFESSIONAL	
56104-94000-56520-99999	SRVC	1,500
56105-94000-56202-99999	BUILDING CONSTRUCTION	90,923
56105-94000-56301-99999	OTHER IMPROVEMENTS	22,117
56105-94000-56313-99999	PLAYGROUNDS	2
56105-94000-56315-99999	PUBLIC ART	749
56105-94000-56401-99999	MACHINERY/EQUIPMENT	11,513

56105-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	8,028
56105-94000-56522-99999	ARCHITECT AND ENGINEER SERV	520
56106-94000-56202-49106	BUILDING CONSTRUCTION	346,595
56106-94000-56301-49106	OTHER IMPROVEMENTS	36,548
56106-94000-56315-49106	PUBLIC ART	2,000
56106-94000-56401-49106	MACHINERY/EQUIPMENT	427,062
56106-94000-56520-49106	CONSTRUCTION PROFESSIONAL SRVC	2,101
56106-94000-56521-49106	CONSULTANT SRV-CAPITALIZED	3,684
56106-94000-56522-49106	ARCHITECT AND ENGINEER SERV	14,866
56107-94000-56202-99999	BUILDING CONSTRUCTION	8,612
56107-94000-56301-99999	OTHER IMPROVEMENTS	1,693
56107-94000-56401-99999	MACHINERY/EQUIPMENT	16,909
56107-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	10,096
56107-94000-56522-99999	ARCHITECT AND ENGINEER SERV	520

3,367,306

3,367,306

**4100**

**WATER DIVISION**

**4100**

**WATER DIVISION**

30210-34141-53505-99999	OFFICE FURNITURE (NON CAPITAL)	5,618
30210-34141-54105-99999	LEGAL SERVICES	21,121
30210-34141-54201-99999	CONTRACTUAL SERVICES	70,310
30210-34141-54205-99999	BACKGROUND CHECKS	33
30210-34141-54501-99999	OPERATING RENTALS/LEASES	110
30210-34141-54902-99999	REGISTRATION/SCHOOLING	15,380
30210-34141-54906-99999	LAUNDRY/JANITORIAL SERVICES	890
30210-34141-54920-99999	ALARM/SECURITY SERVICES	303
42415-34148-54201-99999	CONTRACTUAL SERVICES	128,625
42420-34145-54201-99999	CONTRACTUAL SERVICES	153,500
42420-34148-54802-99999	BUILDING REPAIRS/MAINTENANCE	88,484
42440-34148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	114,329
42440-34148-53522-99999	POWER TOOLS/EQUIPMENT	6,104
42440-34148-54501-99999	OPERATING RENTALS/LEASES	2,335
42440-34148-54801-99999	REPAIRS/MAINTENANCE	3,200
42440-94340-56595-99999	INVENTORY PURCHASES FOR WATER	307,257
42440-94350-56595-99999	INVENTORY PURCHASES FOR WATER	98,969
42460-34148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	8,669
42460-34148-54201-99999	CONTRACTUAL SERVICES	53,221
42460-34148-54801-15714	REPAIRS/MAINTENANCE	12,829
42460-34148-54801-99999	REPAIRS/MAINTENANCE	113,360
42470-94000-56401-99999	MACHINERY/EQUIPMENT	6,530
42475-34148-54201-99999	CONTRACTUAL SERVICES	100,000
42490-94340-56401-11067	MACHINERY/EQUIPMENT	99,447
42490-94340-56401-99999	MACHINERY/EQUIPMENT	799,591
42490-94340-56404-99999	VEHICLES	497,905
42490-94340-56501-15788	CONSTRUCTION OF FIXED ASSETS	225,556
42490-94340-56501-99999	CONSTRUCTION OF FIXED ASSETS	3,594,223

6,527,899

6,527,899

**4250**

**INTEGRATED CAPITAL MANA**

**4250**

**INTEGRATED CAPITAL MANAGEMENT**

30210-38141-54201-99999	CONTRACTUAL SERVICES	771,863
42300-94340-56501-11068	CONSTRUCTION OF FIXED ASSETS	148,400



42300-94340-56501-14395	CONSTRUCTION OF FIXED ASSETS	119,158
42300-94340-56501-14445	CONSTRUCTION OF FIXED ASSETS	731,556
42300-94340-56501-15746	CONSTRUCTION OF FIXED ASSETS	443,424
42300-94340-56501-15769	CONSTRUCTION OF FIXED ASSETS	381,057
42300-94340-56501-15772	CONSTRUCTION OF FIXED ASSETS	154,706
42300-94340-56501-15776	CONSTRUCTION OF FIXED ASSETS	1,708,873
42300-94340-56501-15783	CONSTRUCTION OF FIXED ASSETS	3,134,805
42300-94340-56501-15785	CONSTRUCTION OF FIXED ASSETS	80,311
42300-94340-56501-15787	CONSTRUCTION OF FIXED ASSETS	55,896
42300-94340-56501-15788	CONSTRUCTION OF FIXED ASSETS	549,193
42300-94340-56501-15795	CONSTRUCTION OF FIXED ASSETS	62,630
42300-94340-56501-15818	CONSTRUCTION OF FIXED ASSETS	5,652
42300-94340-56501-15821	CONSTRUCTION OF FIXED ASSETS	39,609
43354-94310-56501-14385	CONSTRUCTION OF FIXED ASSETS	76,998
43354-94310-56501-14400	CONSTRUCTION OF FIXED ASSETS	561,308
43354-94310-56501-14420	CONSTRUCTION OF FIXED ASSETS	56,175
43354-94310-56501-14427	CONSTRUCTION OF FIXED ASSETS	2,089
43354-94310-56501-14436	CONSTRUCTION OF FIXED ASSETS	168,104
43354-94310-56501-14479	CONSTRUCTION OF FIXED ASSETS	7,402
43354-94310-56501-14482	CONSTRUCTION OF FIXED ASSETS	10,372
43354-94310-56501-15787	CONSTRUCTION OF FIXED ASSETS	141,010
43354-94310-56501-15818	CONSTRUCTION OF FIXED ASSETS	18,250
43387-94350-56501-14321	CONSTRUCTION OF FIXED ASSETS	448,709
43387-94350-56501-14322	CONSTRUCTION OF FIXED ASSETS	311,418
43387-94350-56501-14323	CONSTRUCTION OF FIXED ASSETS	608,585
43387-94350-56501-14347	CONSTRUCTION OF FIXED ASSETS	701,777
43387-94350-56501-14348	CONSTRUCTION OF FIXED ASSETS	555,513
43387-94350-56501-14392	CONSTRUCTION OF FIXED ASSETS	2,167,605
43387-94350-56501-14398	CONSTRUCTION OF FIXED ASSETS	17,513
43387-94350-56501-14444	CONSTRUCTION OF FIXED ASSETS	45,335
43387-94350-56501-14471	CONSTRUCTION OF FIXED ASSETS	86,775
43387-94350-56501-15787	CONSTRUCTION OF FIXED ASSETS	62,630
43416-94350-56501-10026	CONSTRUCTION OF FIXED ASSETS	1,678,630
47110-94340-56501-15802	CONSTRUCTION OF FIXED ASSETS	465,523
47110-94340-56501-15822	CONSTRUCTION OF FIXED ASSETS	238,473
47110-94350-56501-10139	CONSTRUCTION OF FIXED ASSETS	198,743
95104-95300-56501-14392	CONSTRUCTION OF FIXED ASSETS	309,835
98817-94310-56501-14357	CONSTRUCTION OF FIXED ASSETS	252,636
98817-94310-56501-14395	CONSTRUCTION OF FIXED ASSETS	367,766
98817-94310-56501-14400	CONSTRUCTION OF FIXED ASSETS	141,145
98817-94310-56501-14420	CONSTRUCTION OF FIXED ASSETS	41,289
98817-94310-56501-14427	CONSTRUCTION OF FIXED ASSETS	542,271
98817-94350-56501-14439	CONSTRUCTION OF FIXED ASSETS	279,681
98818-94340-56501-15801	CONSTRUCTION OF FIXED ASSETS	42,672
		18,993,365

18,993,365

**4300**

**SEWER FUND**

**4310**

**SEWER MAINTENANCE DIVISION**

30210-35141-53101-99999	OFFICE SUPPLIES	1,508
30210-35141-54201-99999	CONTRACTUAL SERVICES	113,621
30210-35141-54999-99999	OTHER MISC CHARGES	1,000
43109-35148-53104-99999	SOFTWARE (NONCAPITALIZED)	9,250
43109-35148-54201-99999	CONTRACTUAL SERVICES	1,015
43109-35148-54909-99999	PRINTING/BINDING/REPRO	12,382
43113-94350-56401-99999	MACHINERY/EQUIPMENT	497,502
43115-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	36,099

43117-35148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	2,558	
43117-94350-56401-99999	MACHINERY/EQUIPMENT	43,300	
43387-94350-56401-99999	MACHINERY/EQUIPMENT	494,716	
43387-94350-56404-99999	VEHICLES	845,353	
43387-94350-56501-14478	CONSTRUCTION OF FIXED ASSETS	762,967	
43387-94350-56501-86042	CONSTRUCTION OF FIXED ASSETS	78,644	
43387-94350-56501-99999	CONSTRUCTION OF FIXED ASSETS	176,867	
			3,076,782
<b>4320</b>	<b>RIVERSIDE PARK RECLAMATION FAC</b>		
30210-35141-53101-99999	OFFICE SUPPLIES	696	
30210-35141-53204-99999	SAFETY SUPPLIES	10,132	
30210-35141-54105-99999	LEGAL SERVICES	57,476	
30210-35141-54201-99999	CONTRACTUAL SERVICES	1,662	
30210-35141-54901-99999	MISC SERVICES/CHARGES	2,010	
43106-35148-53502-99999	MINOR EQUIPMENT	3,953	
43106-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	4,383	
43201-35148-53104-99999	SOFTWARE (NONCAPITALIZED)	5,830	
43201-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	48	
43210-35148-53203-99999	CHEMICAL/LAB SUPPLIES	25	
43230-35148-53201-99999	OPERATING SUPPLIES	5,884	
43230-35148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	24,829	
43230-35148-54802-99999	BUILDING REPAIRS/MAINTENANCE	43,935	
43230-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	256,347	
43240-35148-53201-99999	OPERATING SUPPLIES	29,473	
43240-35148-53203-99999	CHEMICAL/LAB SUPPLIES	1,161	
43240-35148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	20,151	
43240-35148-54802-99999	BUILDING REPAIRS/MAINTENANCE	6,968	
43260-35148-53201-99999	OPERATING SUPPLIES	1,642	
43260-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,922	
43260-35148-54950-99999	TESTING SERVICES	840	
43270-35148-54101-99999	PROFESSIONAL SERVICES	10,000	
43270-35148-54950-99999	TESTING SERVICES	1,450	
43290-94350-56305-10165	FIBER OPTICS	6,439	
43290-94350-56401-99999	MACHINERY/EQUIPMENT	111,158	
43290-94350-56405-99999	HEAVY DUTY WORK EQUIPMENT	572,232	
43290-94350-56601-99999	CAPITALIZED RENTS/LEASES	298,727	
			1,480,373
<b>4330</b>	<b>STORMWATER</b>		
30210-35141-54201-99999	CONTRACTUAL SERVICES	69,850	
43354-35148-54201-99999	CONTRACTUAL SERVICES	12,039	
43354-35148-54950-99999	TESTING SERVICES	25,144	
43387-94310-56401-99999	MACHINERY/EQUIPMENT	900,000	
43387-94310-56501-99999	CONSTRUCTION OF FIXED ASSETS	10,420	
			1,017,453
<b>4360</b>	<b>ENVIRONMENTAL PROGRAMS</b>		
43510-54941-54201-99999	CONTRACTUAL SERVICES	31,500	
			31,500
			5,606,108
<b>4480</b>	<b><u>SOLID WASTE FUND</u></b>		
<b>4490</b>	<b>SOLID WASTE DISPOSAL</b>		
30210-37141-53205-99999	PERSONAL PROTECTIVE EQUIPMENT	330	
30210-37141-53505-99999	OFFICE FURNITURE (NON CAPITAL)	1,948	
44100-37148-53210-34002	REPAIR & MAINTENANCE SUPPLIES	251,956	
44100-37148-54201-99999	CONTRACTUAL SERVICES	13,631	
44100-37148-54501-99999	OPERATING RENTALS/LEASES	10,819	
44100-37148-54801-34002	REPAIRS/MAINTENANCE	6,391	

44100-37148-54803-34002	EQUIPMENT REPAIRS/MAINTENANCE	279,260	
44500-94000-56404-99999	VEHICLES	150,203	
44900-37145-54803-34002	EQUIPMENT REPAIRS/MAINTENANCE	1,591,224	
44900-37145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	633,034	
44900-94000-56401-99999	MACHINERY/EQUIPMENT	530,710	
44900-94000-56404-99999	VEHICLES	306,516	
44900-94000-56416-99999	IF CAPITAL COMMISSIONING	7,989	
			3,784,011
<b>4500</b>	<b>SOLID WASTE COLLECTION</b>		
30210-37141-53204-99999	SAFETY SUPPLIES	12,874	
30210-37141-53530-99999	PERIPHERAL EQUIPMENT	1,414	
30210-37141-54201-19014	CONTRACTUAL SERVICES	471	
30210-37141-54201-19016	CONTRACTUAL SERVICES	1,060	
30210-37141-54201-99999	CONTRACTUAL SERVICES	888	
30210-37141-54212-19014	LANDSCAPE/GROUNDS MAINT	1,055	
30210-37141-54212-19016	LANDSCAPE/GROUNDS MAINT	1,055	
30210-37141-54212-99999	LANDSCAPE/GROUNDS MAINT	3,165	
30210-37141-54501-99999	OPERATING RENTALS/LEASES	732	
44200-37148-53201-19018	OPERATING SUPPLIES	3,211	
44200-37148-53502-19017	MINOR EQUIPMENT	302,917	
44200-37148-54201-19017	CONTRACTUAL SERVICES	1,915	
44200-94000-56404-99999	VEHICLES	3,400,315	
45100-37148-53201-19019	OPERATING SUPPLIES	6,562	
45100-37148-53502-19020	MINOR EQUIPMENT	89,312	
45100-94000-56404-99999	VEHICLES	3,478,048	
			7,304,994
<b>4530</b>	<b>SOLID WASTE LANDFILLS</b>		
44800-53748-54201-99999	CONTRACTUAL SERVICES	12,304	
44800-53748-54801-34002	REPAIRS/MAINTENANCE	6,524	
44800-53748-54802-99999	BUILDING REPAIRS/MAINTENANCE	1,238	
44850-53748-54201-99999	CONTRACTUAL SERVICES	14,957	
45300-53745-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	13,122	
45600-53748-54201-99999	CONTRACTUAL SERVICES	9,537	
			57,682
			11,146,687
<b>4600</b>	<b>GOLF FUND</b>		
<b>4600</b>	<b>GOLF FUND</b>		
55100-94000-56203-99999	BUILDING IMPROVEMENTS	24,799	
55100-94000-56301-54912	OTHER IMPROVEMENTS	1,497	
55100-94000-56314-99999	LANDSCAPING AND IRRIGATION	3,359	
55100-94000-56401-99999	MACHINERY/EQUIPMENT	13,915	
55300-76650-54850-99999	OTHER REPAIRS/MAINTENANCE	3,797	
			47,367
			47,367
<b>4700</b>	<b>DEVELOPMENT SVCS CENTER</b>		
<b>4700</b>	<b>DEVELOPMENT SVCS CENTER</b>		
30210-24100-54101-99999	PROFESSIONAL SERVICES	73,421	
30210-94240-56601-99999	CAPITALIZED RENTS/LEASES	25,031	
49854-58700-54908-99999	PERMITS/OTHER FEES	1,000,000	
58100-24600-54201-99999	CONTRACTUAL SERVICES	124,518	
			1,222,970
			1,222,970

**5100****FLEET SERVICES FUND****5100**

30210-48341-54101-99999	PROFESSIONAL SERVICES	52,850
71600-48348-54201-55681	CONTRACTUAL SERVICES	18,342
71700-48348-53211-55660	VEHICLE REPAIR & MAINT SUPPLY	21,226
71700-48348-53211-99999	VEHICLE REPAIR & MAINT SUPPLY	10,952
71700-48348-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	143,097

246,467

246,467

**5110****FLEET SVCS EQUIP REPL F****5110**

71700-94000-56404-99999	VEHICLES	3,088,113
71700-94000-56601-99999	CAPITALIZED RENTS/LEASES	34,115

3,122,228

3,122,228

**5200****PUBLIC WORKS AND UTILIT****5200**

30210-38141-53530-99999	PERIPHERAL EQUIPMENT	2,827
30210-38141-54142-99999	IF REPROGRAPHICS	1,962
30210-38141-54820-99999	SOFTWARE MAINTENANCE	8,893

13,682

13,682

**5300****IT FUND****5300**

30210-18880-54201-99999	CONTRACTUAL SERVICES	54,910
73150-18850-54820-99999	SOFTWARE MAINTENANCE	82,145
73150-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	243
73150-18880-54201-99999	CONTRACTUAL SERVICES	38,755
73200-18850-54804-99999	HARDWARE MAINTENANCE	24
73200-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	419
73200-18880-53502-99999	MINOR EQUIPMENT	27,751
73200-18880-54301-99999	TELEPHONE	21,342
73300-18850-54820-99999	SOFTWARE MAINTENANCE	324,910
73300-18880-54202-99999	ADVISORY TECHNICAL SERVICE	10,359
73400-18850-54804-99999	HARDWARE MAINTENANCE	1,500
73400-18880-54202-99999	ADVISORY TECHNICAL SERVICE	35,177
73450-18880-53502-99999	MINOR EQUIPMENT	159
73500-18850-54804-99999	HARDWARE MAINTENANCE	63
73500-18880-53505-99999	OFFICE FURNITURE (NON CAPITAL)	3,990
73500-18880-54202-99999	ADVISORY TECHNICAL SERVICE	6,951
73500-18880-54920-99999	ALARM/SECURITY SERVICES	1,911
73600-18880-54902-99999	REGISTRATION/SCHOOLING	315
73700-18880-53201-99999	OPERATING SUPPLIES	218
73700-18880-54501-99999	OPERATING RENTALS/LEASES	348
73900-18880-54202-99999	ADVISORY TECHNICAL SERVICE	19,059

630,549

630,549

**5310****IT CAPITAL REPLACEMENT****5310****IT CAPITAL REPLACEMENT FUND**

73100-18880-53502-99999	MINOR EQUIPMENT	1,282	
73100-18880-53521-99999	COMPUTERS	14,909	
73100-94180-56305-53021	FIBER OPTICS	200,000	
73100-94180-56305-53022	FIBER OPTICS	50,000	
73100-94180-56305-53023	FIBER OPTICS	7,500	
73100-94180-56305-53024	FIBER OPTICS	135,000	
73100-94180-56305-53025	FIBER OPTICS	32,000	
73100-94180-56403-99999	CAPITALIZED SOFTWARE	60,024	
73100-94180-56409-53051	COMPUTER/MICRO EQUIPMENT	70,572	
73100-94180-56409-99999	COMPUTER/MICRO EQUIPMENT	54,355	
73100-99999-39718-99999	FROM REET 1ST QTR PERCENT	-424,500	
			201,142

201,142

**5400****REPROGRAPHICS FUND****5400****REPROGRAPHICS FUND**

74050-18780-53201-99999	OPERATING SUPPLIES	1,233	
74050-18780-54501-99999	OPERATING RENTALS/LEASES	753	
			1,986

1,986

**5500****PURCHASING & STORES FUN****5500****PURCHASING & STORES FUND**

76500-18480-53505-99999	OFFICE FURNITURE (NON CAPITAL)	4,175	
			4,175

4,175

**5600****ACCOUNTING SERVICES****5600****ACCOUNTING SERVICES**

30210-14230-54201-99999	CONTRACTUAL SERVICES	5,317	
			5,317

5,317

**5700****MY SPOKANE****5700****MY SPOKANE**

53801-57200-53505-99999	OFFICE FURNITURE (NON CAPITAL)	7,406	
53801-57200-54210-99999	INTERPRETER COSTS	1,714	
53801-57200-54214-99999	SUBSCRIPTION BASED IT ARNGMTS	5,280	
			14,400

14,400

**5810****WORKERS' COMPENSATION F****5810****WORKERS' COMPENSATION FUND**

78300-17610-53505-99999	OFFICE FURNITURE (NON CAPITAL)	9,002	
78300-17610-54101-99999	PROFESSIONAL SERVICES	22,225	
78500-17610-54620-99999	INSURANCE ADMINISTRATION	4,234	
78500-17680-54601-99999	INSURANCE CLAIMS	6,525	
			41,986

**5900****FACILITIES MANAGEMENT F****5900****FACILITIES MANAGEMENT FUND OPS**

30210-18200-54999-99999	OTHER MISC CHARGES	1,877
30900-18200-54802-54912	BUILDING REPAIRS/MAINTENANCE	4,403
30900-18200-54802-81013	BUILDING REPAIRS/MAINTENANCE	3,180
30900-18200-54802-81014	BUILDING REPAIRS/MAINTENANCE	3,180
30900-18200-54802-81015	BUILDING REPAIRS/MAINTENANCE	3,180
30900-18200-54802-81016	BUILDING REPAIRS/MAINTENANCE	3,180
30900-18200-54802-81017	BUILDING REPAIRS/MAINTENANCE	3,180
71300-18300-54201-73406	CONTRACTUAL SERVICES	775
71300-18300-54201-81062	CONTRACTUAL SERVICES	35,578
71300-18300-54201-89015	CONTRACTUAL SERVICES	4,715
71300-18300-54201-89016	CONTRACTUAL SERVICES	1,336
71300-18300-54206-81062	SNOW REMOVAL SERVICES	-5,966
71300-18300-54206-89006	SNOW REMOVAL SERVICES	27,250
71300-18300-54206-89166	SNOW REMOVAL SERVICES	-2,557
71300-18300-54212-89006	LANDSCAPE/GROUNDS MAINT	27,250
71300-18300-54212-99999	LANDSCAPE/GROUNDS MAINT	937
71300-18300-54214-99999	SUBSCRIPTION BASED IT ARNGMTS	3,243
71300-18300-54802-68201	BUILDING REPAIRS/MAINTENANCE	27,001
71300-18300-54802-68206	BUILDING REPAIRS/MAINTENANCE	1,776
71300-18300-54802-81062	BUILDING REPAIRS/MAINTENANCE	24,386
71300-18300-54802-89001	BUILDING REPAIRS/MAINTENANCE	7,651
71300-18300-54802-89002	BUILDING REPAIRS/MAINTENANCE	1,137
71300-18300-54802-89006	BUILDING REPAIRS/MAINTENANCE	51,775
71300-18300-54802-89179	BUILDING REPAIRS/MAINTENANCE	800
71300-18300-54802-89201	BUILDING REPAIRS/MAINTENANCE	7,335
71300-18300-54802-89202	BUILDING REPAIRS/MAINTENANCE	600
71300-18300-54802-89301	BUILDING REPAIRS/MAINTENANCE	2,679
71300-18300-54802-89406	BUILDING REPAIRS/MAINTENANCE	935
71300-18300-54802-89501	BUILDING REPAIRS/MAINTENANCE	1,055
71300-18300-54802-89502	BUILDING REPAIRS/MAINTENANCE	1,088
71300-18300-54802-89503	BUILDING REPAIRS/MAINTENANCE	1,106
71300-42650-54201-99999	CONTRACTUAL SERVICES	83,140
75510-18300-54201-99999	CONTRACTUAL SERVICES	12,968

340,173

340,173

**5901****ASSET MANAGEMENT FUND C****5901****ASSET MANAGEMENT FUND CAPITAL**

49854-73200-54201-99999	CONTRACTUAL SERVICES	60,000
49854-94000-56301-99999	OTHER IMPROVEMENTS	211,522
79214-94000-56314-99999	LANDSCAPING AND IRRIGATION	298,994
79221-95650-56401-24002	MACHINERY/EQUIPMENT	388,024
79221-95650-56401-99999	MACHINERY/EQUIPMENT	118,185

1,076,725

1,076,725

**5902****PROPERTY ACQUISITION PO****5902****PROPERTY ACQUISITION POLICE**

79115-21250-53201-99999	OPERATING SUPPLIES	1,707
79115-21250-53202-99999	CLOTHING	2,126
79115-21250-53210-99999	REPAIR & MAINTENANCE SUPPLIES	10,757

79115-21250-53502-99999	MINOR EQUIPMENT	797,330	
79115-21250-53528-99999	PROTECTIVE GEAR/CLOTHING	8,907	
79115-21250-54820-99999	SOFTWARE MAINTENANCE	47,644	
79115-94000-56203-99999	BUILDING IMPROVEMENTS	177,932	
79115-94000-56404-68406	VEHICLES	3,191,631	
79115-94000-56404-99999	VEHICLES	447,939	
79115-94000-56412-99999	TV'S/AUDIO VISUAL EQUIPMENT	2,664	
98868-94000-56404-68406	VEHICLES	2,024,792	
98868-94000-56412-68406	TV'S/AUDIO VISUAL EQUIPMENT	61,521	
		-	
98868-99999-39719-97313	FROM AMERICAN RESCUE FUND	2,086,311	4,688,639
			4,688,639
<b><u>5903</u></b>	<b><u>PROPERTY ACQUISITION FI</u></b>		
<b>5903</b>	<b>PROPERTY ACQUISITION FIRE</b>		
79125-22200-53502-43009	MINOR EQUIPMENT	10,901	
79125-22200-53502-43016	MINOR EQUIPMENT	2,686	
79125-22200-53502-99999	MINOR EQUIPMENT	464,270	
79125-94220-56404-99999	VEHICLES	715,673	
98868-94220-56404-44001	VEHICLES	3,707,870	
		-	
98868-99999-39719-97314	FROM AMERICAN RESCUE FUND	3,707,869	1,193,531
			1,193,531
<b><u>5904</u></b>	<b><u>FACILITIES CAPITAL</u></b>		
<b>5904</b>	<b>FACILITIES CAPITAL</b>		
71300-18300-54101-59001	PROFESSIONAL SERVICES	16,230	
71300-18300-54101-59004	PROFESSIONAL SERVICES	105,013	
71300-18300-54802-59001	BUILDING REPAIRS/MAINTENANCE	1,170,806	
71300-94000-56203-68401	BUILDING IMPROVEMENTS	70,000	
71300-94180-56301-59003	OTHER IMPROVEMENTS	180,063	
71300-94220-56203-44008	BUILDING IMPROVEMENTS	871,066	
71300-99999-39718-44008	FROM REET 1ST QTR PERCENT	-871,065	
71300-99999-39718-68401	FROM REET 1ST QTR PERCENT	-70,000	
		-	
71300-99999-39718-99999	FROM REET 1ST QTR PERCENT	1,157,000	
79160-18300-54802-59001	BUILDING REPAIRS/MAINTENANCE	500,000	815,113
			815,113
<b>ENCUMBRANCE</b>			
<b>CARRYOVER</b>	<b>TOTAL ALL FUNDS</b>		<b>174,282,905</b>

Section 2. That in the budgets of the various funds the following re-budget changes be made:

<b><u>0100</u></b>	<b><u>GENERAL FUND</u></b>	
<b>0300</b>	<b>HUMAN SERVICES</b>	
53010-65410-53505-99999	OFFICE FURNITURE (NON CAPITAL)	30,000
53010-65430-54401-99999	AIRFARE	7,500

53010-65430-54408-99999	PER DIEM	5,000		
53010-65430-54409-99999	OTHER TRANSPORTATION EXPENSES	12,500		
			55,000	55,000

**1990**                      **TRANSPORTATION BENEFIT**

<b>1990</b>	<b>TRANSPORTATION BENEFIT FUND</b>			
85210-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	300,000		
			300,000	300,000

**RE-BUDGET CARRYOVER**      **TOTAL ALL FUNDS**                      **355,000**

**TOTAL CARRYOVER**                      **TOTAL ALL FUNDS**                      **174,637,905**

Passed the City Council \_\_\_\_\_

\_\_\_\_\_ Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_ Mayor

\_\_\_\_\_ Date

\_\_\_\_\_ Effective Date



# Memo

**To:** Tonya Wallace, CFO

**From:** Jessica Stratton, Interim Director of Management and Budget

**Cc:** Nadine Woodward, Mayor  
Johnnie Perkins, City Administrator  
City Council Members  
Michelle Murray, Director of Accounting

**Date:** February 3, 2023

**Re:** Encumbrance Carryover SBO

Tonya,

Following the close of accounting period 13 in the AP and PO module for fiscal year 2022 on January 19, 2023, Finance Division staff began work on the encumbrance carryover process to move budget authority for appropriately encumbered items, unfinished capital projects, and ongoing grants from fiscal year 2022 to fiscal year 2023. Our initial list started with nearly 2,000 lines of encumbrances across 87 different departments. Departmental staff were given approximately one week to review and propose items for carryover; wherein the lines were reduced to approximately 1,300 and across 77 departments. Accounting and budget staff then had approximately one week to review their work and compile the data for the SBO.

The SBO includes approximately \$174.6 million in overall budget authority, this is a \$62.4 million, or 56 percent, increase from the prior year SBO and is almost exclusively due to the American Rescue Plan fund. Of the total, approximately \$70.4 million is for capital projects (excluding grants) and \$23.3 million for ongoing grants. The General Fund makes up \$3.3 million of the overall amount. For comparison, in the 2021 carryover, capital (excluding grants) accounted for \$62.2 million, grants for \$26.0 million, and the General Fund made up \$4.6 million of the overall amount last year.

ARPA, Integrated Capital Management, and Solid Waste projects account for just over half of the capital carryover total. Of the ongoing grants, CHHS programs make up over 75 percent of the total. The table below shows the capital (excluding grants), grants, other, and total amounts by fund. Note, our financial system (FMS) rounds the amounts so the totals on the table will not completely match the amount in the SBO.

FUND	DESCRIPTION	CAPITAL (excl. Grant)	GRANT	OTHER	TOTAL
0100	General Fund	23,815	525,000	2,738,117	3,286,932
1100	Street Fund	32,363	-	2,338,086	2,370,450
1200	Code Enforcement Fund	133,467	-	10,799	144,265
1300	Library	198,005	-	977	198,982
1340	Historic Preservation Incentive	-	-	5,000	5,000

1360	Miscellaneous Grants Fund	-	(0)	-	(0)
1380	Traffic Calming	1,165,073	-	1,500,400	2,665,473
1400	Parks and Recreation	261,033	-	147,612	408,645
1425	American Rescue Plan	13,872,492	-	47,884,775	61,757,266
1440	Fire Grants Miscellaneous	-	-	-	-
1460	Parking Meter Revenue Fund	-	-	46,838	46,838
1500	Paths and Trails Reserve Fund	-	199,800	20,650	220,450
1540	Human Services Grants	-	8,492,981	-	8,492,981
1541	Continuum of Care	-	4,345,654	-	4,345,654
1560	Forfeitures & Contributions Fund	28,995	-	11,590	40,586
1590	Hotel/Motel Tax Fund	-	-	239,303	239,303
1595	Housing Sales Tax	-	-	3,024,350	3,024,350
1615	REET 1st Quarter Percent	2,522,565	-	-	2,522,565
1620	Public Safety & Judicial Grant Fund	-	315,255	-	315,255
1625	Public Safety Personnel Fund	-	-	143,180	143,180
1640	Communications Building M&O Fund	-	-	22,449	22,449
1690	Community Development Block Grants	-	2,607,905	-	2,607,905
1695	CDBG Revolving Loan Fund	-	1,503,823	-	1,503,823
1700	Misc. Community Development Grants	-	372,194	804,807	1,177,001
1710	Home Program	-	38,634	-	38,634
1725	Affordable & Supportive Housing	-	-	964,700	964,700
1760	Emergency Rental Assistance Grant Fund	-	868,741	-	868,741
1910	Criminal Justice Assistance Fund	-	-	5,048,930	5,048,930
1920	Financial Partnership Fund	-	-	886,865	886,865
1940	Channel Five Equipment Reserve	-	-	2	2
1950	Park Cumulative Reserve Fund	1,182,188	-	-	1,182,188
1970	Fire/EMS Fund	181,801	-	581,090	762,892
1990	Transportation Benefit Fund	300,000	640,000	3,087,678	4,027,678
3200	Arterial Street Fund	3,228,263	1,456,959	1,126,064	5,811,285
3346	UTGO 2015 Parks	198,645	-	-	198,645

3365	2018 UTGO Library Capital Bond	3,367,245	-	-	3,367,245
4100	Water Division	5,629,458	-	898,404	6,527,862
4250	Integrated Capital Management	16,244,188	1,977,290	771,863	18,993,341
4310	Sewer Maintenance	2,899,344	-	177,430	3,076,774
4320	RPWRF	988,553	-	491,798	1,480,351
4330	Stormwater	910,419	-	107,031	1,017,450
4360	Environmental Programs	-	-	31,500	31,500
4490	Solid Waste Disposal	995,413	-	2,788,583	3,783,997
4500	Solid Waste Collection	6,878,359	-	426,625	7,304,984
4530	Solid Waste Landfills	-	-	57,679	57,679
4600	Golf Fund	43,568	-	3,796	47,364
4700	Development Services Center	25,031	-	1,197,937	1,222,967
5100	Fleet Services Fund	-	-	246,461	246,461
5110	Fleet Services Equipment Replacement Fund	3,122,224	-	-	3,122,224
5200	Public Works and Utilities	-	-	13,681	13,681
5300	IT Fund	-	-	630,534	630,534
5310	IT Capital Replacement Fund	184,948	-	16,189	201,137
5400	Reprographics	-	-	1,985	1,985
5500	Purchasing & Stores Fund	-	-	4,174	4,174
5600	Accounting Services	-	-	5,317	5,317
5700	My Spokane	-	-	14,399	14,399
5810	Workers' Compensation Fund	-	-	41,985	41,985
5900	Facilities - Operations	-	-	340,157	340,157
5901	SIP Debt Fund	1,016,721	-	60,000	1,076,721
5902	Property Acquisition Police	3,820,164	-	868,467	4,688,632
5903	Property Acquisition Fire	715,673	-	477,855	1,193,528
5904	Facilities - Capital	180,063	-	635,048	815,111
<b>TOTAL</b>		<b>70,350,076</b>	<b>23,344,235</b>	<b>80,943,157</b>	<b>174,637,468</b>



**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	1/25/2023
<b>Clerk's File #</b>	ORD C36354
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	JENN CERCEDES 625-6055
<b>Contact E-Mail</b>	JCERCEDES@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	1680-CHHS - SBO - APPROVING 2 POSITIONS TO 2023 BUDGET

**Agenda Wording**  
 Requesting re-approval to add 2 positions which were already approved in the 2022 budget.

**Summary (Background)**  
 On November 14, 2022 under ORD C36328, it was passed to add two new CHHS positions to the 2022 budget. These positions are a Program Professional for Housing Services and a Program Specialist for Contract, Grant, and Compliance work. These positions will be funded / are funded by existing grant sources, with no additional cost to City General Fund dollars. These positions made it into the 2022 budget, but not into the 2023 budget. This request is to add these two positions to the 2023 budget.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	FINCH, ERIC	<b>Study Session\Other</b>	F&A Committee 1/23/2023
<b>Division Director</b>	FINCH, ERIC	<b>Council Sponsor</b>	CM Wilkerson & CP Beggs
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	PERKINS, JOHNNIE		
<b>Additional Approvals</b>			
<b>Purchasing</b>			
<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA		

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Jenn Cerecedes
<b>Contact Email &amp; Phone</b>	<a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Add two existing CHHS positions to 2023 budget
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On November 14, 2022 under ORD C36328, it was passed to add two new CHHS positions to the 2022 budget. These positions are a Program Professional for Housing Services and a Program Specialist for Contract, Grant, and Compliance work. These positions will be funded / are funded by existing grant sources, with no additional cost to City General Fund dollars.</p> <p>Due to the timing of the original request, these positions made it into the 2022 budget, but not into the 2023 budget. This request is to add these two positions to the 2023 budget.</p>
<b>Proposed Council Action</b>	Approve SBO on February 6, 2023
<p><b>Fiscal Impact</b>  Total Annual Cost: \$180,000  <i>Total cost will vary based on the hiring step and associated benefits. We expect the salary and benefit cost per employee to be less than \$90K and no impact to the City as they are grant supported positions.</i></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No, Positions    <input type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring  Specify funding source: CHHS program grants, CDBG, HOME, ESG, CHG, HEN, and others</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

ORDINANCE NO C36354

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the CD/HS Operations Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the CD/HS Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one classified Program Specialist position (from 2 to 3).
- 2) Add one classified Program Professional position (from 4 to 5).
- A) There is no change to the overall appropriation level in the CD/HS Operations Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to account for a staffing change made after budget development, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
02/06/2023

<b>Date Rec'd</b>	2/1/2023
<b>Clerk's File #</b>	RES 2023-0014
<b>Renews #</b>	
<b>Cross Ref #</b>	ORD C36357
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	ZACK ZAPPONE X6256
<b>Contact E-Mail</b>	ZZAPPONE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - RESOLUTION SETTING A HEARING ON PAVEMENT TO PEOPLE ORDINANCE

**Agenda Wording**

Resolution of intention to establish a sales and use tax deferral program and setting a hearing for February 27, 2023.

**Summary (Background)**

Resolution of intent for an upcoming ordinance to institute a sales and use tax deferral program to incentive the redevelopment of downtown surface parking lots into housing. SB5755 gives qualifying municipalities the ability to create a sales and use tax deferral program to incentivize developers to build housing on underutilized land in the downtown area. The development must be at least 50 percent affordable housing.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$
Select	\$
Select	\$
Select	\$

**Budget Account**

#
#
#
#

**Approvals**

<b>Dept Head</b>	ALLERS, HANNAHLEE
<b>Division Director</b>	
<b>Finance</b>	
<b>Legal</b>	
<b>For the Mayor</b>	

**Council Notifications**

<b>Study Session\Other</b>	1/9/23 Urban Experience
<b>Council Sponsor</b>	CM Zappone; CM Kinnear
<b>Distribution List</b>	
	zzappone@spokanecity.org
	jgunn@spokanecity.org

**Additional Approvals**

**Purchasing**




**CITY OF SPOKANE  
NOTICE OF HEARING**

**RESOLUTION NO. 2023 - 0014**

A RESOLUTION OF INTENTION TO ESTABLISH A SALES AND USE TAX DEFERRAL PROGRAM, SETTING A HEARING FOR FEBRUARY 27, 2023.

WHEREAS, Senate Bill 5755 authorizes the City of Spokane to take legislative action to establish a sales and use tax deferral program to promote the redevelopment of underdeveloped land in urban areas; and

WHEREAS, Senate Bill 5755 promotes the redevelopment of surface parking lots into affordable housing spaces by establishing a deferral of the sales and use tax for would-be developers of such housing, and

WHEREAS, the City of Spokane completed the 2019 Downtown Parking Study and found 30 percent of downtown area is devoted to parking space; and

WHEREAS, the City Council desires to create a program pursuant to Senate Bill 5755 to encourage the development of surface parking lots into additional affordable housing units.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

1. The City Council declares its intentions to establish a sales and use tax deferral program to encourage redevelopment of underdeveloped lands in urban areas for the purposes of adding affordable housing to the Spokane community pursuant to Senate Bill 5755 by deferring the entire 9 percent sales and use tax, information relevant to the program may be found in the attached proposed ordinance.
2. A public hearing before the City Council to take public testimony and to consider the proposed program shall be held on February 27<sup>th</sup>, 2023 beginning at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.
3. **PUBLIC TESTIMONY PROCEDURE**

**Testimony sign up is open from 5:00-6:00 p.m. on Monday, February 27<sup>th</sup>, 2023. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in person attendees. Those wishing to give testimony virtually can sign up between**

**5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.**

ADOPTED by the City Council this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	Jeff Gunn - 6718, Zack Zappone - 6256
<b>Contact Email</b>	<a href="mailto:jgunn@spokanecity.org">jgunn@spokanecity.org</a> , <a href="mailto:zzappone@spokanecity.org">zzappone@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Kinnear, Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Pavement to People: Downtown Housing Incentive
<b>Summary (Background)</b>	<p>Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022.</p> <p>This Bill gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage the redevelopment of underdeveloped lands in urban areas.</p> <p>The underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing in our downtown core.</p> <p>Senate Bill 5755 states that “An owner of underdeveloped property seeking a sales and use tax deferral must apply to the city and include a description of the investment project and site plan, including a statement of the expected number of affordable housing units to be created.” This project must commit to renting or selling at least 50 percent of the units as affordable rental or affordable homeownership to very-low-, low-, or moderate-income households.</p>
<b>Proposed Council Action &amp; Date:</b>	Vote to approve February 27 <sup>th</sup> , 2023
<b>Fiscal Impact:</b>	<p>Total Cost:</p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts</b>	<p>What impacts would the proposal have on historically excluded communities?</p> <p>This resolution and program aims to provide housing options to very-low, low, or moderate-income households. Given the lack of available housing, namely affordable housing, this program could benefit individuals from historically excluded communities.</p>
	<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>

Income level data will be collected.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The City of Spokane will file an annual report to the Department of Commerce by December 31st of each year to include: the number of program approval certificates granted, the total number and type of new buildings constructed, the number of affordable housing units resulting from the new construction, and the estimated value of the sales and use tax deferral for each investment project.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A



**Agenda Sheet for City Council Meeting of:**  
02/06/2023

<b>Date Rec'd</b>	2/1/2023
<b>Clerk's File #</b>	RES 2023-0015
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2023-0109
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	MATT BOSTON X6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - INTEGRUS ARCHITECTURE CONTRACT RESOLUTION

**Agenda Wording**

Declaring an emergency and authorizing the City of Spokane to sign a consultant contract for assessment of the feasibility of the purchase of the Premera Campus and it's usage by City departments.

**Summary (Background)**

Such a situation exists in that there is an immediate and urgent need to utilize previously mined data regarding facilities owned by the City of Spokane in conjunction with the feasibility study of the property known as the Premera Campus. Integrus Architecture has the applicable data on City of Spokane facilities and can incorporate this into a feasibility analysis of the Premera Campus. See attached briefing paper for further detail.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ALLERS, HANNAHLEE	<b>Study Session\Other</b>	2/6 Public Safety
<b>Division Director</b>		<b>Council Sponsor</b>	CP Beggs, CM Cathcart
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		mboston@spokanecity.org	
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## RESOLUTION NO. 2023-0015

A Resolution declaring an emergency and authorizing the City of Spokane to sign a consultant contract for assessment of the feasibility of the purchase of the Premera Campus and it's usage by City departments.

**WHEREAS**, the City of Spokane has the opportunity to purchase the Premera campus located at 3900 E. Sprague Ave. at a price that is likely to save the City and its taxpayers millions of dollars, and that the City of Spokane is interested in researching the feasibility of the purchase for the delivery of essential public safety and other services;

**WHEREAS**, the City via Integrus Architecture is currently conducting a capital facilities analysis to determine the usage of currently owned city properties including that of City Hall located at 808 W. Spokane Falls Blvd.;

**WHEREAS**, the current spaces occupied by various City of Spokane departments are inadequate, unsafe, and/or underutilized for employees and the public and there are significant capital costs to move, refurbish, or build new facilities;

**WHEREAS**, the 5.8 acre Premera campus property may meet the needs as outlined above and includes existing furniture, emergency generators, security hardware and surface and covered parking;

**WHEREAS**, the City is exploring the opportunity to relocate multiple City of Spokane Departments to the Premera campus in order make operations more efficient, avoid costly maintenance costs and increase the seriously depleted financial reserves, which requires a prompt feasibility study to understand the site's potential for City functions and financial savings;

**WHEREAS**, the City of Spokane has entered into a purchase option agreement for the property and has been given 90 days to complete the feasibility study, which began on December 20, 2022, in order to determine whether or not the City of Spokane has an interest in pursuing the project; and

**WHEREAS**, Integrus Architecture began work analyzing and drafting blueprints and plans for the building as the company was the Company was previously contracted to analyze the Premera campus for the Spokane Police Department; and that Integrus is a leading firm who has specialized services relating to government facilities; and

**WHEREAS**, SMC 07.06.180(A) authorizes the City Council to waive public bidding requirements by resolution in the event of an emergency.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor of Spokane is authorized to sign a service agreement with Integrus Architecture in the amount of \$58,250 to perform the services of:

1. Review existing space documents for the City and the Premera Campus
2. Develop a first fit of program pieces to building plans
3. Perform structural analysis of all buildings for potential additions and required modifications
4. Perform workshop with facilities stakeholders
5. Refine plan diagrams based upon outcome of workshops
6. Develop preliminary construction/remodel cost estimates

**BE IT ALSO RESOLVED** that the City Council declares that an emergency situation exists in regards to the urgent need to complete the feasibility study pursuant to the purchase and sale agreement that has been ratified, giving the City of Spokane 90 days to complete the study beginning on December 20, 2022 and now approximately half of that 90 day period has passed. Failure to timely complete the feasibility study may result in a loss of opportunity to make an informed decision about the purchase of the Premera campus or loss of opportunity to make the purchase itself.

**BE IT FINALLY RESOLVED** that if the Mayor has not signed the Integrus Consultant feasibility contract by February 9, 2023, at 3:00 p.m., pursuant to the Spokane City Charter, Spokane City Council President is authorized to sign the agreement for the feasibility study/assessment of the aforementioned property.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Council President Beggs
<b>Contact Email &amp; Phone</b>	<a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CMs Cathcart & Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Contract Execution Resolution
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>A resolution declaring an emergency to waive public bidding requirements on a contract with Integrus Architecture and allowing the Council President to sign said contract after Feb. 9, 2023, if the Mayor has not done so.</p> <p>Such a situation exists in that there is an immediate and urgent need to utilize previously mined data regarding facilities owned by the City of Spokane in conjunction with the feasibility study of the property known as the Premera Campus. Integrus Architecture has the applicable data on City of Spokane facilities and can incorporate this into a feasibility analysis of the Premera Campus.</p> <p>SMC 07.06.180 identifies City Council’s ability to declare an emergency situation in order to waive public bidding requirements and Section 38 of the Spokane Charter states that “All written contracts, bonds, and instruments of every kind and description to which the City shall be a party shall be executed in the name of the City by the mayor <u>or the council president under the direction of the city council</u>, or their respective designees, and attested by the city clerk, and when necessary, shall be acknowledged.”</p> <p>Legal is currently drafting the contract, which will need to be added by Council on Monday.</p>
<b>Proposed Council Action</b>	Approve 2/6/2023
<b>Fiscal Impact</b> Total Cost: <u>58,500</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA – Revenue Replacement  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) – The City will analyze the reports provided by Integrus and will decide if there is need to make further fiscal obligations towards the project.	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? No impacts to the historically excluded communities as the analysis is evaluating capital usage.	



How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

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Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Feasibility will be done as a valuable resource addition to the Capital Improvement Program.



**Agenda Sheet for City Council Meeting of:**

02/06/2023

<b>Date Rec'd</b>	2/1/2023
<b>Clerk's File #</b>	RES 2023-0016
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	ZACK ZAPPONE X6256
<b>Contact E-Mail</b>	ZZAPPONE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - HOWARD ST. PROMENADE RESOLUTION

**Agenda Wording**

Resolution allocating \$150,000 from the Traffic Calming Measures Fund for the design and construction of a promenade on Howard Street.

**Summary (Background)**

This Resolution requests the allocation of \$150,000 from the Traffic Calming Measures Fund for the design and construction of a promenade on Howard Street.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$
Select	\$
Select	\$
Select	\$

**Budget Account**

#
#
#
#

**Approvals**

<b>Dept Head</b>	ALLERS, HANNAHLEE
<b>Division Director</b>	
<b>Finance</b>	
<b>Legal</b>	
<b>For the Mayor</b>	

**Council Notifications**

<b>Study Session\Other</b>	1/9 Urban Experience
<b>Council Sponsor</b>	Cathcart, Zappone, Beggs
<b>Distribution List</b>	
	jgunn@spokanecity.org
	zzappone@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

**RESOLUTION NO. 2023-0016**

A Resolution authorizing the allocation of \$150,000 from the Traffic Calming Measures Fund towards the design and construction of a Howard Street Promenade.

**WHEREAS**, the City Council has adopted Resolution No. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras; and

**WHEREAS**, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects, in which the goal is to make our neighborhoods more livable and safer for all users; and

**WHEREAS**, the Institute of Transportation Engineers defines traffic calming as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users;” and

**WHEREAS**, this promenade shall include a restripe from Mallon to Dean, 10’ two-way bike lanes, and jersey barriers with planters; and

**WHEREAS**, this design shall serve as a traffic calming measure, encouraging drivers to slow down and yield to pedestrians and bicyclists; and

**NOW, THEREFORE, BE IT RESOLVED**, the Spokane City Council moves to approve the spending of \$150,000 of Traffic Calming Measures Fund towards the design and construction of the Howard Street Promenade

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### [URBAN EXPERIENCE COMMITTEE]

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	Zack Zappone 6265, Jeff Gunn 6718
<b>Contact Email</b>	<a href="mailto:Zzappone@spokanecity.org">Zzappone@spokanecity.org</a> <a href="mailto:jgunn@spokanecity.org">jgunn@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Howard Street Promenade Resolution
<b>Summary (Background)</b>	This resolution requests the allocation of \$150,000 from the Traffic Calming Measures fund for the design and construction of a promenade on Howard Street. This shall include a restripe from Mallon to Dean. 10' two-way bike Lane east of Jersey Barriers w/planters from Howard to Dean and 12' travel lanes.
<b>Proposed Council Action &amp; Date:</b>	Vote to approve January 23 <sup>rd</sup> , 2023
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Traffic Calming Measures Fund	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan,	

Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A



**Agenda Sheet for City Council Meeting of:**  
02/06/2023

<b>Date Rec'd</b>	2/1/2023
<b>Clerk's File #</b>	OPR 2023-0109
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2023-0015
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	MATT BOSTON X6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Considerations
<b>Agenda Item Name</b>	0320 - CONTRACT WITH INTEGRUS ARCHITECTURE

**Agenda Wording**

Approval of a contract with Integrus Architecture, as referenced a part of the accompanying resolution declaring an emergency.

**Summary (Background)**

This item needs to be considered after the related resolution, so is being filed as a special consideration. City Legal is working on the contract language, which will be added by a vote of the City Council during the 2/6 Briefing Session.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 58,500
Select	\$
Select	\$
Select	\$

**Budget Account**

#	American Rescue Plan Fund
#	
#	
#	

**Approvals**

<b>Dept Head</b>	ALLERS, HANNAHLEE
<b>Division Director</b>	
<b>Finance</b>	
<b>Legal</b>	
<b>For the Mayor</b>	

**Council Notifications**

<b>Study Session\Other</b>	2/6 Public Safety
<b>Council Sponsor</b>	CP Beggs, CM Cathcart

**Distribution List**

mboston@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Council President Beggs
<b>Contact Email &amp; Phone</b>	<a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CMs Cathcart & Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Contract Execution Resolution
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>A resolution declaring an emergency to waive public bidding requirements on a contract with Integrus Architecture and allowing the Council President to sign said contract after Feb. 9, 2023, if the Mayor has not done so.</p> <p>Such a situation exists in that there is an immediate and urgent need to utilize previously mined data regarding facilities owned by the City of Spokane in conjunction with the feasibility study of the property known as the Premera Campus. Integrus Architecture has the applicable data on City of Spokane facilities and can incorporate this into a feasibility analysis of the Premera Campus.</p> <p>SMC 07.06.180 identifies City Council’s ability to declare an emergency situation in order to waive public bidding requirements and Section 38 of the Spokane Charter states that “All written contracts, bonds, and instruments of every kind and description to which the City shall be a party shall be executed in the name of the City by the mayor <u>or the council president under the direction of the city council</u>, or their respective designees, and attested by the city clerk, and when necessary, shall be acknowledged.”</p> <p>Legal is currently drafting the contract, which will need to be added by Council on Monday.</p>
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