

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 1:15 P.M. MONDAY, MARCH 25, 2024

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM March 25, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2482 433 6563; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call To Order

II. Approval of Minutes from March 25, 2024

1. FEBRUARY MEETING MINUTES - DRAFT - (minutes)

III. Standing Reports

1. 0410 - MONTHLY INVESTMENT REPORT (FEBRUARY 2024) - RENEE ROBERTSON (0 minutes)

IV. Discussion Items

1. 0410 - 2022 ACCOUNTABILITY AUDIT EXIT CONFERENCE - DANIELLE ARNOLD (15 minutes)
2. PAPER REDUCTION RESOLUTION - CM CATHCART (10 minutes)
3. ORDINANCE ON EMERGENCY ORDINANCES - CM CATHCART (10 minutes)
4. 0550 - DIRECTOR OF COMMUNITY, HOUSING AND HUMAN SERVICES CONFIRMATION - DAWN KINDER (10 minutes)
5. 0620 - SBO HUMAN RESOURCES QUARTERLY RANGE CHANGE Q1 2024 - MIKE ORMSBY (5 minutes)
6. 5600 - UPDATE FROM CURRENT ARPA PROJECTS - MICHELLE MURRAY / CALEB STANTON (40 minutes)
7. BOARDS, COMMITTEES, COMMISSIONS & INITIATIVES UPDATE - (10 minutes)

V. Consent Items

1. 5300 ARCH - TECHNICAL SERVICES FOR PMO & IT PROJECTS (INFORMATION TECHNOLOGY)
2. 5300 COMPUNET CISCO VALUE BLANKET (INFORMATION TECHNOLOGY)
3. 5300 INCAPSULATE - CUSTOMER RELATIONSHIP MGMT (CRM) ANNUAL SOFTWARE SUPPORT (INFORMATION TECHNOLOGY)
4. 5600 - NW AGC NO COST CONTRACT AMENDMENT (ACCOUNTING)
5. 5300 CARAHSOFT - SALESFORCE LICENSES ANNUAL SUPPORT (INFORMATION TECHNOLOGY)
6. 0500 RESOLUTION APPROVING INDEMNIFICATION (CITY ATTORNEY)

VI. Executive Session

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

VII. Adjournment

VIII. Next Meeting

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **1:15 PM. April 22, 2024.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Finance and Administration
City Council Chambers
February 26, 2024

Call to Order: 1:15PM

Recording of the meeting may be viewed here: <https://vimeo.com/916894761>

Attendance

Committee Members Present:

Council Member Michael Cathcart (Chair), Council Member Zack Zappone (arrived 1:20PM), Council Member Bingle, Council Member Paul Dillon (arrived 1:18PM), Council Member Kitty Klitzke, Council Member Lili Navarrete (arrived 1:18PM, departed 1:42PM).

Council President Betsy Wilkerson was absent.

Staff/Others Present:

Giacobbe Byrd, Chris Wright

Approval of Minutes

- Action taken
Motion by CM Bingle, second by CM Dillon. Unanimous approval.

Agenda Items

Discussion items

1. Accela and Questica Contracts
 - Action taken
Discussion and approval to forward to Council for consideration.

Consent items

1. List items from the committee's consent agenda
2. Innovia arpa contract de-obligation
3. City hall window replacements (Facilities)
4. Purchasing-opr 2020-0915 updates (Contracts)
5. Azteca systems - cityworks asset management system software (IT)
6. Pmweb annual software subscription and support (IT)
7. Hyland annual software subscription and support (IT)
8. Contract for technical services for pmo and itsd projects (IT)

9. Oracle's peoplesoft and database annual support (IT)
10. Compunet cisco smartnet renewal (IT)
11. Settlement resolution (City Attorney)
12. Volt - technical services for pmo & itsd projects (IT)
13. Journal technologies (eseries) annual software maintenance & support (IT)
14. Dlt solutions – autodesk renewal (IT)
15. Fleet services contract amendment with pomp's tire (Fleet)
16. Fleet service contract amendment (Fleet)
17. Fleet services contract renewal with toby's body (Fleet)
18. Community minded enterprise arpa chilcare amendment (Accounting)
19. Contract renewal with mega wash llc (Fleet)

Executive session

None.

Adjournment

The meeting adjourned at 2:25PM

Prepared by:

Shae Blackwell

Approved by:

CM Cathcart
Finance and Administration Committee Chair

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/25/2024**Committee Agenda type:** Information Only**Date Rec'd**

3/12/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

RENEE 625-6057

Bid #**Contact E-Mail**

RROBERTSON@SPOKANECITY.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - MONTHLY INVESTMENT REPORT (FEBRUARY 2024)

Agenda Wording

Monthly (February) Investment Report

Summary (Background)

Every month Treasury compiles a monthly report of current Investments. An actual presentation will be delivered to Council on a quarterly basis. The next one is scheduled for April 2024.

Lease? NO

Grant related? NO

Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	3/25/2024
Submitting Department	Treasury & Finance
Contact Name	Renee Robertson
Contact Email & Phone	rrobertson@spokanecity.org / 625-6057
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Monthly Investment Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Monthly investment report
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: N/A Current year cost: N/A Subsequent year(s) cost: N/A</p> <p>Narrative: Monthly Investment Report</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A – no relation • 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 	
<p>Council Subcommittee Review</p> <ul style="list-style-type: none"> • Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A 	

City of Spokane

Investment Report

February 2024



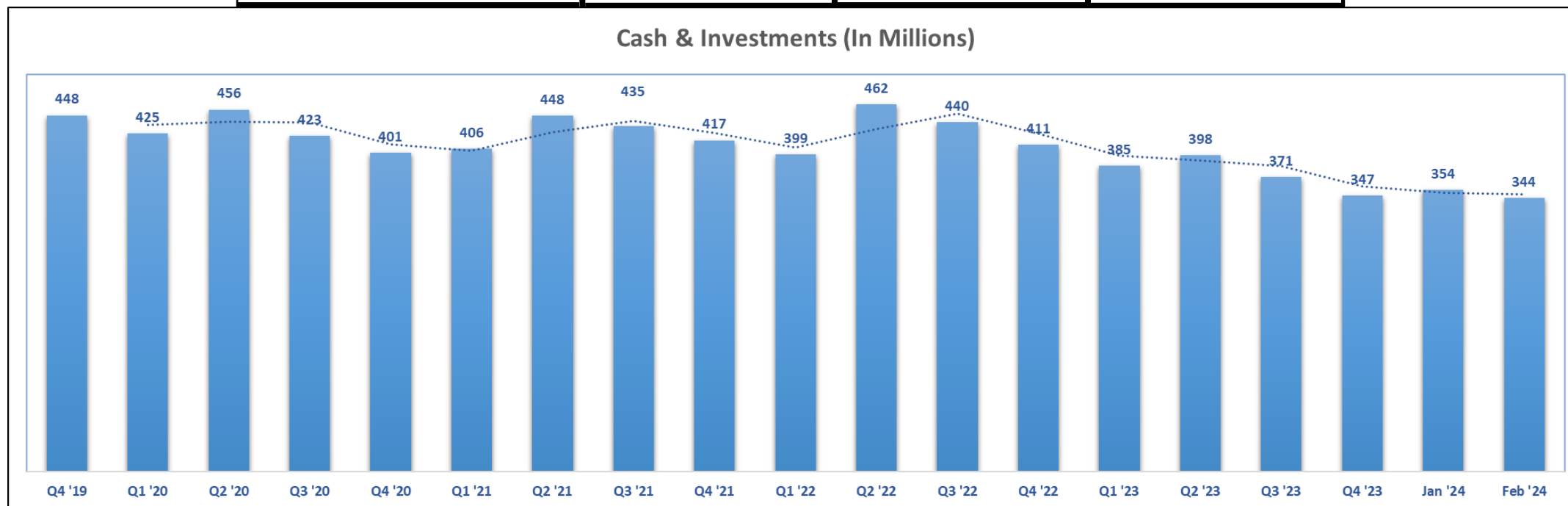
March 25, 2024

Topics

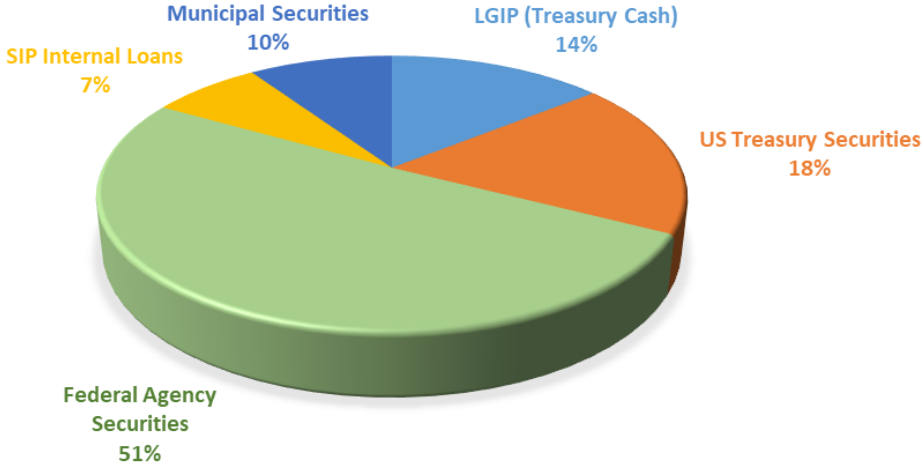
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance

Current Cash & Investment Balances

Portfolio Category	January 31, 2024	February 29, 2024	Percent of Total
Cash & Equivalents	58,339,201	53,126,362	15.45%
Fixed Income Investments	271,728,064	265,312,227	77.17%
SIP Internal Loans	24,209,623	25,384,962	7.38%
TOTAL	354,276,888	343,823,551	100.00%



Portfolio Composition *(positions)*



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	29%	40%	Complies
US Treasury Securities	16%	100%	Complies
LGIP (Treasury Cash)	14%	100%	Complies
Federal Farm Credit Bank	14%	40%	Complies
Municipal Securities	10%	10%	Complies
Federal Home Loan Bank	9%	40%	Complies
SIP Internal Loans	7%	15%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies

Portfolio Composition (*maturities & purchases*)

Maturities

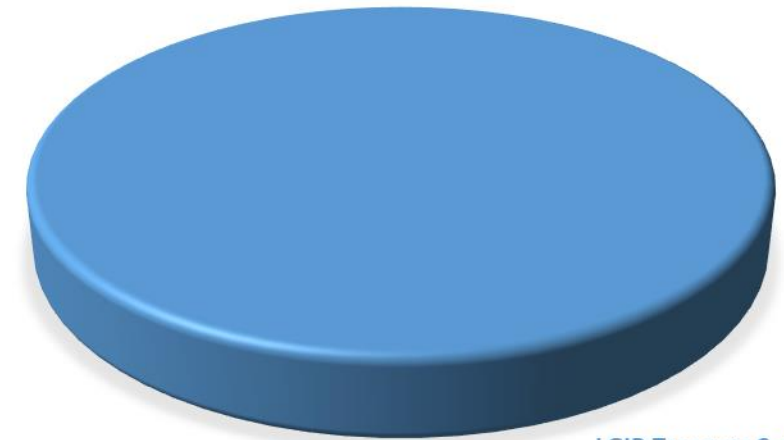
Investment roll-off via security reaching maturity & principal returned to portfolio

- \$5MM 9 mo. USTR 0.125% @ 4.75%

Purchases

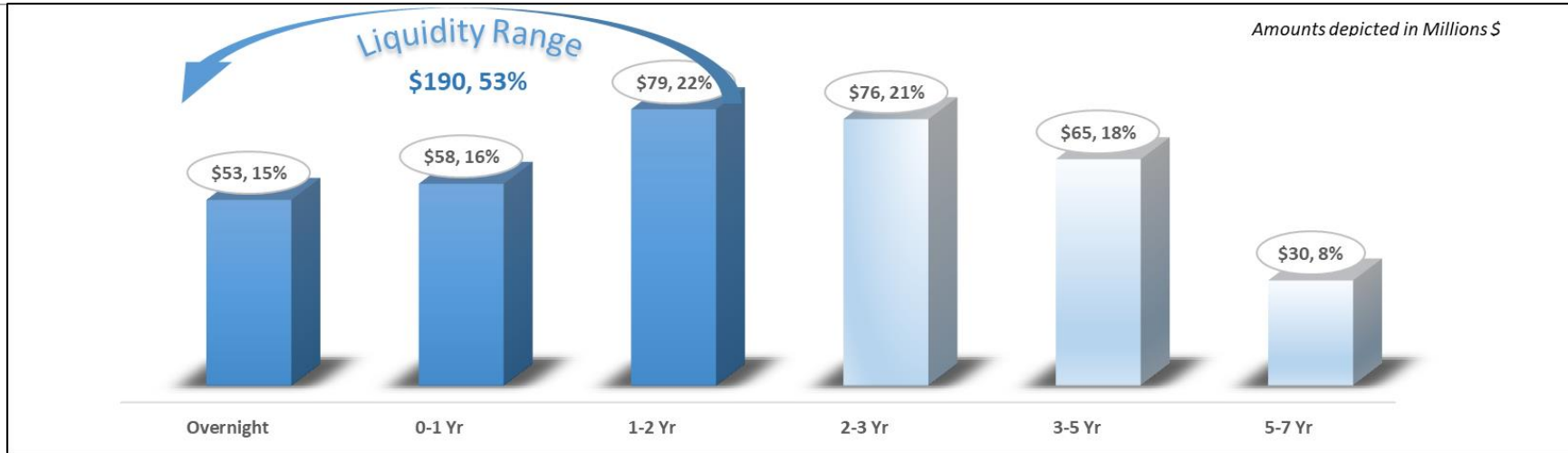
New Investments added to portfolio via market purchasing activity.

- No purchases – 100% re-investment in LGIP



LGIP-Treasury Cash,
5,000,000, 100%

Portfolio Composition (*liquidity*)



MATURITY-BASED CASH FLOWS													
Security Issuer	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Total
FHLMC	-	-	-	-	-	-	2,735,000	-	-	-	-	-	2,735,000
FFCB	-	-	-	-	-	-	-	20,000,000	-	-	-	-	20,000,000
US Treasury	10,000,000	5,000,000	-	5,000,000	5,000,000	-	-	-	-	10,000,000	-	-	35,000,000
Interest Income	687,500	507,000	332,288	428,125	268,750	637,906	575,000	507,000	337,692	428,125	193,750	637,906	5,541,042
Monthly CF	<u>10,687,500</u>	<u>5,507,000</u>	<u>332,288</u>	<u>5,428,125</u>	<u>5,268,750</u>	<u>637,906</u>	<u>3,310,000</u>	<u>20,507,000</u>	<u>337,692</u>	<u>10,428,125</u>	<u>193,750</u>	<u>637,906</u>	
Total 12-month Forward: Portfolio Cash Flows													<u>63,276,042</u>

Portfolio Performance

Unrealized Gains/Losses

Impact of market-based interest rates on the value of the portfolio.

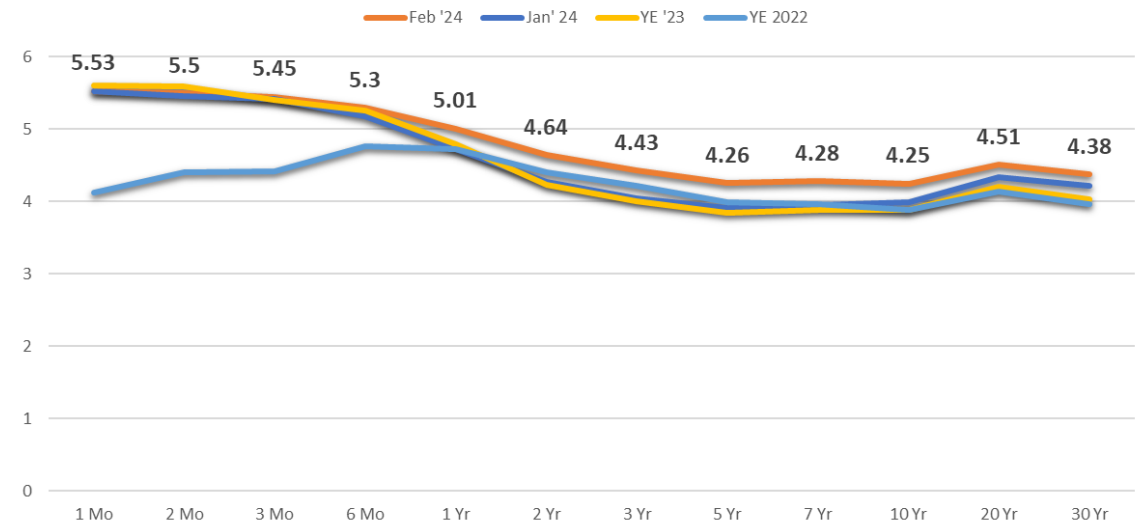
- \$9.55 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$1.96 Million Year-to-Date

US Treasury Curve



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.1 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 2.0 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.62%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 3.35%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.1 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.9 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.76%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 4.72%

Questions?

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/25/2024**Committee Agenda type:** Information Only**Date Rec'd**

3/13/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

TAX & LICENSING/AUDIT

Project #**Contact Name/Phone**

DANIELLE 625-6389

Bid #**Contact E-Mail**

DARNOLD@SPOKANECITY.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - 2022 ACCOUNTABILITY AUDIT EXIT CONFERENCE

Agenda Wording

2022 Accountability Audit Exit Conference by the State Auditor's Office

Summary (Background)

The Office of the Washington State Auditor (SAO) will be presenting the results of the 2022 Accountability Audit to the City of Spokane City Council to conclude the audit.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This item is an informational topic and does not have a fiscal impact. SAO will be providing the results to the 2022 Accountability Audit.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	Finance Department
Contact Name	Danielle Arnold
Contact Email & Phone	dlarnold@spokanecity.org , 509-625-6389
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	2022 Accountability Audit Exit Conference
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>The Office of the Washington State Auditor (SAO) will be presenting the results of the 2022 Accountability Audit to the City of Spokane City Council to conclude the audit.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Total Cost: Click or tap here to enter text. Current year cost: N/A Subsequent year(s) cost: N/A	
Narrative: <u>This item is an informational topic and does not have a fiscal impact. SAO will be providing the results to the 2022 Accountability Audit.</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) N/A – This is an informational topic that will present the results of the 2022 Accountability Audit for the City of Spokane by SAO.	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
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? <u>N/A</u>	

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



Office of the Washington State Auditor

Pat McCarthy

Exit Conference: City of Spokane

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

Audit Reports

We will publish the following reports:

- Accountability audit for January 1, 2022 through December 31, 2022 – see draft report.

Audit Highlights

- We appreciate the City's professionalism and assistance during the audit.
- We appreciate the City's commitment to safeguarding public funds and developing control systems that ensure compliance with laws and regulations.

Recommendations not included in the Audit Reports

Management Letters

Management letters communicate control deficiencies, noncompliance, or abuse with a less-than-material effect on the financial statements or other items significant to our audit objectives. Management letters are referenced, but not included, in the audit report.

Exit Items

We have provided exit recommendations for management's consideration. Exit items address control deficiencies or noncompliance with laws or regulation that have an insignificant or immaterial effect on the entity, or errors with an immaterial effect on the financial statements. Exit items are not referenced in the audit report.

Finalizing Your Audit

Report Publication

Audit reports are published on our website and distributed via email in a .pdf file. We also offer a subscription service that notifies you by email when audit reports are released or posted to our website. You can sign up for this convenient service at <https://portal.sao.wa.gov/SAOPortal>.

Management Representation Letter

We have included a copy of representations requested of management.

Audit Cost

At the entrance conference, we estimated the cost of the audit to be \$171,000 and actual audit costs will approximate that amount.

Your Next Scheduled Audit

Your next audit is scheduled to be conducted in May 2024 and will cover the following general areas:

- Financial statement including Annual Comprehensive Financial Report opinion letter
- Federal programs

The estimated cost for the next audit based on current rates is \$285,000 plus travel expenses. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

Working Together to Improve Government

Audit Survey

When your report is released, you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

Local Government Support Team

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally, this team assists with the online filing of your financial statements.

The Center for Government Innovation

The Center for Government Innovation at the Office of the Washington State Auditor offers services specifically to help you help the residents you serve at no additional cost to your government. What does this mean? We provide expert advice in areas like Lean process improvement, peer-to-peer networking, and culture-building to help local governments find ways to be more efficient, effective and transparent. The Center can help you by providing assistance in financial management, cybersecurity and more. Check out our best practices and other resources that help local governments act on accounting standard changes, comply with regulations, and respond to recommendations in your audit. The Center understands that time is your most precious commodity as a public servant, and we are here to help you do more with the limited hours you have. If you are interested in learning how we can help you maximize your effect in government, call us at (564) 999-0818 or email us at Center@sao.wa.gov.

Questions?

Please contact us with any questions about information in this document or related audit reports.

Kelly Collins, CPA, CFE, Director of Local Audit, (564) 999-0807, Kelly.Collins@sao.wa.gov

Brandi Pritchard, CFE, Assistant Director of Local Audit, (360) 489-4591, Brandi.Pritchard@sao.wa.gov

Alisha Shaw, Program Manager, (509) 919-2851, Alisha.Shaw@sao.wa.gov

Larissa Nolte, Assistant Audit Manager, (509) 329-3702, Larissa.Nolte@sao.wa.gov

Andy Ruud, Audit Lead, (509) 606-8485, Andy.Ruud@sao.wa.gov

Exit Conference

City of Spokane

Alisha Shaw
Program Manager

Larissa Nolte
Audit Supervisor

Andy Ruud
Audit Lead

March 25, 2024



Office of the
Washington
State Auditor
Pat McCarthy

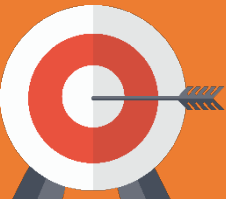
Results that Matter



Increased trust in government



Independent, transparent examinations



Improved efficiency and effectiveness of government



Pat McCarthy
State Auditor

Accountability Audit Results

January 1, 2022 through December 31, 2022



Results in Brief

This report describes the overall results and conclusions for the areas we examined.

In those selected areas, City operations complied, in all material respects, with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources. However, we noted certain matters related to information technology (IT) user access that we communicated to City management in a separate confidential communication.

In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. As a result, no information is provided on the areas that were not examined.

Accountability Audit

January 1, 2022 through December 31, 2022

Using a risk-based audit approach, for the City, we examined the following areas during the period:

- Parks and Recreation Department – cash receipting, deposits, billings, adjustments, collections, and general disbursements
- Selected IT security policies, procedures, practices, and controls protecting financial systems – user access
- Payroll – gross wages, overtime, and leave balances
- Self-insurance for property and liability, health and welfare, unemployment, and worker’s compensation
- Contract compliance – cash receipting and deposit timeliness
- Software conversion – parking management system
- Police Department – disposition of property, drug seizure and forfeiture funds



Accountability Audit

January 1, 2022 through December 31, 2022

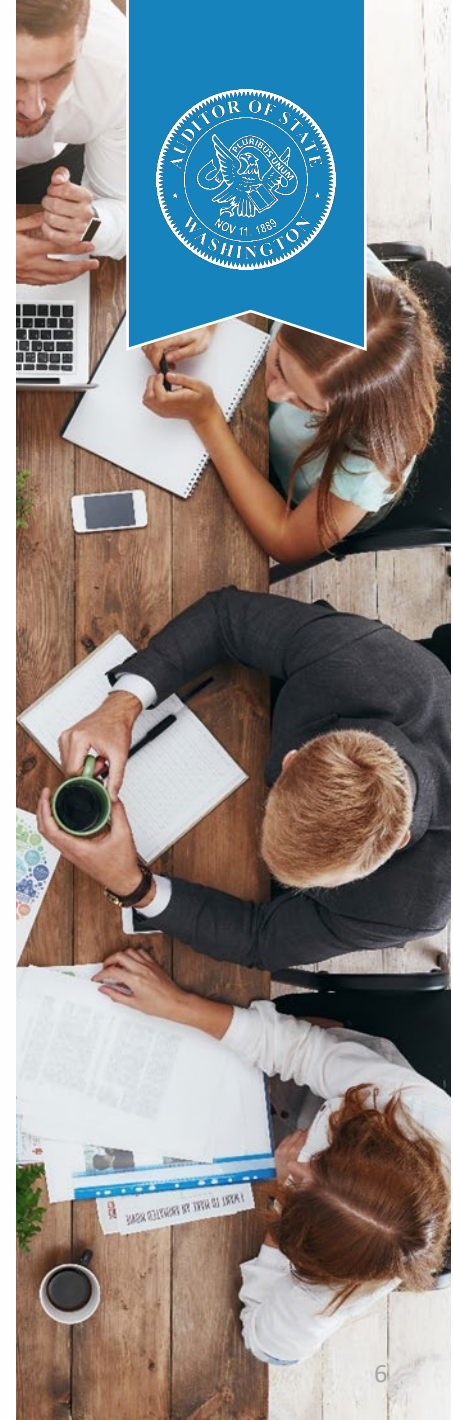
- Cash receipting – voids and adjustments at Development Services Center
- Petty cash and change funds – timeliness of monthly reconciliations, use of funds, and compliance with state law and City policy
- Open public meetings – compliance with minutes, meetings, and executive session requirements
- Financial condition – reviewing for indications of financial distress



Closing Remarks

- Audit costs are less than our original estimate by approximately \$15,000 due to strong collaboration and coordination between City staff and SAO
- Next audit: May 2024
 - Financial statement
 - Federal programs

An estimated cost for the next audit has been provided in our exit packet





Report Publication

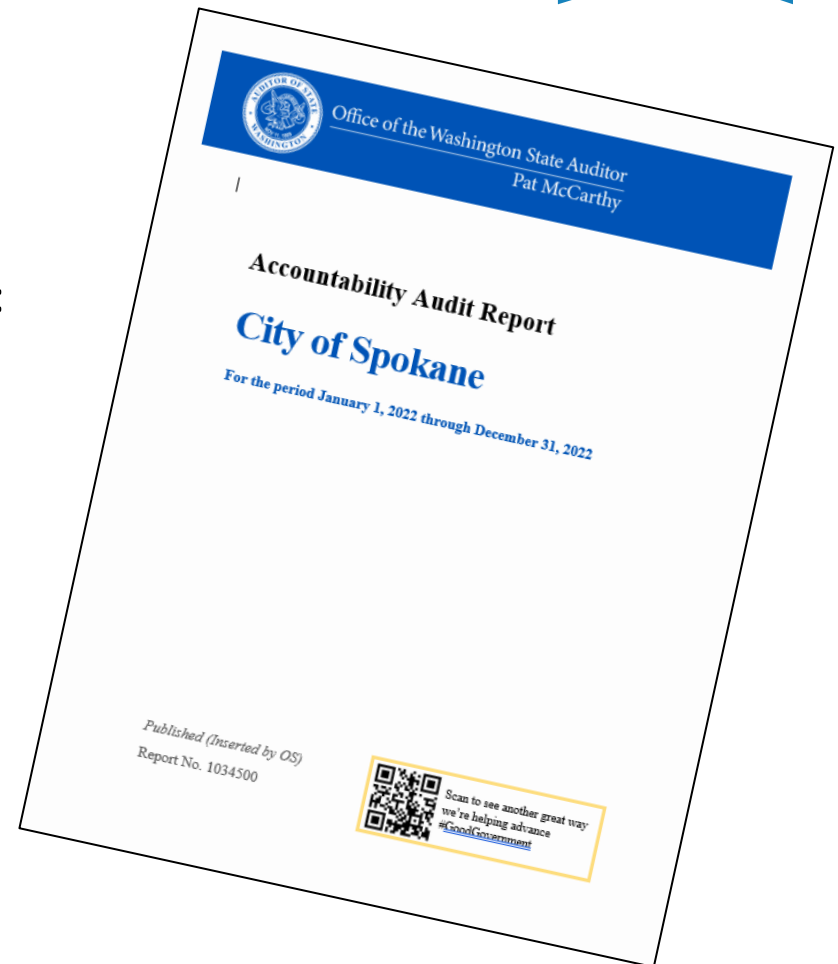
- ✓ Audit reports are published on our website.
- ✓ Sign up to be notified by email when audit reports are posted to our website:

<https://sao.wa.gov/about-sao/sign-up-for-news-alerts/>

Audit Survey

When your report is released, you will receive an audit survey from us.

We value your opinions on our audit services and hope you provide feedback.



Thank You!



- We appreciate the City's professionalism and assistance during the audit.
- In particular, we would like to thank Danielle Arnold and Scott Jordan for their time and resources provided throughout the audit.

Questions?



Contact Alisha Shaw, Program Manager

Alisha.Shaw@sao.wa.gov

(509) 919-2851

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	City Council – CM Cathcart
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Paperless System Transition Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This resolution embodies the City of Spokane's commitment to innovation, fiscal responsibility, and environmental stewardship, setting a precedent for digital excellence in municipal governance. It signals the City Council's intent to transition the COS to a paperless system by the year 2027 for enhanced efficiency, cost savings, improved constituent services, and a phased implementation approach.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <i>By lessening the use of paper documents, language access services/translation needs for constituents could be easier to address.</i> • 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? 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? *Per the Council Budget Director in 2023 - a cost center code would need to be utilized by COS departments to better understand totality of printing costs and potential savings.*
- 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 proposal aligns with recommendations in the 2021 SAP and could provide additional financial benefits as the Council and Administration discuss cost saving measures for future City budgets.*

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. *An earlier draft of this resolution was first brought before Council for a hearing at the November 2023 Public Safety and Community Health Committee. This item has not been reviewed by any Council subcommittee.*

RESOLUTION NO. 2024-_____

A Resolution of the City of Spokane City Council Signaling the Intent to Transition to a Paperless System by the Year 2027 for Enhanced Efficiency, Cost Savings, Improved Constituent Services, and a Phased Implementation Approach.

WHEREAS, the City of Spokane is committed to fiscal responsibility, operational efficiency, resource reduction, and providing superior services to constituents through the adoption of innovative digital solutions; and

WHEREAS, the City Council and Mayor's office recognize the power of leading by example, committing to personal and organizational changes that collectively drive the city towards a more effective and efficient future; and

WHEREAS, the transition to a paperless system presents an opportunity for significant cost savings and streamlined operations during a time of extreme budget fragility, along with improved accessibility and quality of municipal services, as demonstrated by successful initiatives in cities worldwide; and

WHEREAS, a strategic, phased approach to implementing paperless processes acknowledges the unique needs of different city departments, state and federal record keeping requirements, while ensuring a smooth and effective transition;

WHEREAS, the City's 2021 Sustainability Action Plan identifies the need for conserving materials, reducing waste, and diverting it from incineration and landfills to save money and reduce greenhouse gas emissions.

WHEREAS, a strategic, phased approach to implementing paperless processes acknowledges the unique needs of different city departments, state and federal record keeping requirements, while ensuring a smooth and effective transition;

WHEREAS, digitized documents provide better outside transparency for government processes as data is more digitally available to staff and constituents in searchable databases rather than only through individual record requests; and

WHEREAS, the savings of going paperless extends beyond just the cost of the paper - printing costs include toner, ink, printers and their maintenance in addition to photocopier machines which are expensive to purchase and maintain; and

NOW THEREFORE, BE IT RESOLVED the City of Spokane City Council hereby commits to the following comprehensive plan to achieve a paperless system by 2027:

- **Voluntary Reduction by Council Members and the Mayor:**
 - Commit to a 90% reduction in individual paper use by the end of 2024, demonstrating leadership and accountability in the city's digital transformation efforts.
- **Cost-Benefit Analysis and Technology Investment:**

- Conduct a cost-benefit analysis to quantify savings and allocate budget for digital infrastructure, ensuring secure, efficient, and accessible digital workflows.
- **Identification of Departmental Paperless Processes:**
 - Each city department will develop a detailed plan for transitioning to paperless operations, identifying necessary technologies, training, and timelines, as well as obstacles such as state or federal record-keeping requirements.
- **Phased Implementation Across Departments:**
 - Implement paperless processes in a phased approach, starting with pilot departments and aiming for completion across most departments by Q1 2027, with continuous monitoring, adjustment, and support.
- **Training, Support, and Public Engagement:**
 - Provide comprehensive training and support for city employees and engage with constituents to highlight the initiative’s benefits and solicit feedback for continuous improvement.
- **Performance Metrics:** Establish performance metrics to monitor cost savings, efficiency gains, service improvements, and environmental benefits, ensuring the initiative meets its objectives.

BE IT FURTHER RESOLVED that this resolution embodies the City of Spokane's commitment to innovation, fiscal responsibility, and environmental stewardship, setting a precedent for digital excellence in municipal governance.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE NO.

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

WHEREAS, section 16 of the Spokane City Charter specifies that ordinances necessary "for the protection of public health, public safety, public property, or the public peace" are effective immediately and not subject to mayoral veto; and

WHEREAS, section 19 of the Spokane City Charter similarly permits the City Council to adopt ordinances on an emergency basis as necessary "for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions" and requires such ordinances to be adopted by five affirmative votes; and

WHEREAS, section 83 of the Spokane City Charter allows the public to commence a protest of the enactment of any ordinance and thereby delay its effective date by submission of a qualified petition prior to the effect date of the ordinance, but this referendum process is not available to protest an ordinance passed on an emergency basis; and

WHEREAS, state law governs that adoption of ordinances by municipalities with respect to budget and appropriations; and

WHEREAS, the Spokane City Council recognizes the necessity to further define the circumstances when non-budget emergency ordinances are appropriate, and to confine them those occasions demanding an immediate response to safeguard the public peace, health, and safety, and to provide support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. A new section 01.01.080 of the Spokane Municipal Code is created as follows:

Section 02.005.110 - Emergency Ordinance Provisions

A. Definitions.

1. **“Emergency Ordinance”** refers to any non-budget ordinance enacted by the Spokane City Council in response to an unforeseen combination of circumstances that demands immediate action. An "emergency" is characterized by a situation where delay in action to a future regular City Council meeting or a delay in the effectiveness of the ordinance poses an imminent threat to public health, safety, or welfare, necessitating urgent intervention to prevent or mitigate significant harm to the community.

B. Emergency Ordinance Criteria

1. An emergency ordinance may be adopted only when the ordinance includes detailed findings regarding all the following:
 - a. There is evidence of an imminent threat that could result in significant harm to the public health, safety, or welfare of the citizens of Spokane;
 - b. The situation is sudden, unexpected, and requires immediate action to prevent or mitigate the threat;
 - c. The normal course of legislative procedures of the City Council cannot timely address the threat without causing or exacerbating harm to the community; and
 - d. A citizens’ referendum delaying the effective date of the ordinance will be detrimental to the public health, safety, or welfare.
2. In the event an emergency ordinance is prompted in part or in whole by confidential or privileged information disclosed to City Council, the written findings shall describe the legal constraints or exigencies to the greatest extent possible.
3. Every non-budget emergency ordinance shall require the affirmative vote of all council members present and shall include a minimum of five affirmative votes.
4. Conditions precluding the declaration of an emergency; Effect of deferral:
 - a. The non-budget ordinance has been deferred by the City Council for consideration longer than four calendar days

beyond its initial reading at a City Council legislative session, except when the next available council meeting has been deferred to accommodate standing established city holiday.

- b. The non-budget ordinance has remained on any standing committee agenda for more than ten calendar days, whether or not there have been intervening holidays.
- c. Upon deferral of a non-budget ordinance containing an emergency clause for more than four calendar days, the ordinance shall be deemed amended to a non-emergency ordinance and adopted by the council only after two separate readings by title.

5. Effect of Adoption Not in Compliance

Any non-budget emergency ordinance adopted in violation of Subsection B above shall be deemed void ab initio.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Discussion

Date Rec'd

3/13/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept

NEIGHBORHOOD, HOUSING &

Project #

Contact Name/Phone

DAWN KINDER 625-6443

Bid #

Contact E-Mail

DKINDER@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0550 - DIRECTOR OF COMMUNITY, HOUSING AND HUMAN SERVICES

Agenda Wording

Appointment of Arielle Anderson as the Director of Community, Housing, and Human Services

Summary (Background)

Arielle Anderson was selected for appointment to the position by Mayor Brown and is being presented for confirmation to the Director of Community, Housing, and Human Services.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$119,855.97 for the remainder of 2024

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

KINDER, DAWN

Division Director

KINDER, DAWN

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

korlob@spokanecity.org

Committee Agenda Sheet

Community, Housing, and Human Services

Submitting Department	Human Resources
Contact Name & Phone	Dawn Kinder, Director of Neighborhood, Housing, and Human Services
Contact Email	dkinder@spokanecity.org 509-625-6443
Council Sponsor(s)	Council Member Wilkerson Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 <u> </u> min. _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Community, Housing and Human Services
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Arielle Anderson as the Director of Community, Housing, and Human Services</u> <p>Arielle Anderson was selected for appointment to the position by Mayor Brown and is being presented for confirmation to the Director of Community, Housing, and Human Services.</p>
Proposed Council Action & Date:	Confirm the Appointment of Arielle Anderson as the Director of Community, Housing, and Human Services.
Fiscal Impact: Total Cost: <u>\$119,855.97</u> for the remainder of 2024 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: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
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?	
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?	

RESOLUTION 2024-

A Resolution approving the appointment of Arielle Anderson as the Director of Community, Housing, and Human Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 E of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Arielle Anderson as Director of Community, Housing, and Human Services for the City of Spokane --

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Arielle Anderson as the Director of Community, Housing, and Human Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/25/2024**Committee Agenda type:** Discussion**Date Rec'd**

3/13/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 04/15/2024**Submitting Dept**

HUMAN RESOURCES

Project #**Contact Name/Phone**

MIKE ORMSBY 625-6585

Bid #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0620 - SBO HUMAN RESOURCES QUARTERLY RANGE CHANGE Q1 2024

Agenda Wording

Approval of the quarterly range changes that have been identified.

Summary (Background)

The City's Human Resources Department conducted an internal and external salary analysis of selected positions civil service request or Director request. The individual positions impacted by the salary analysis are listed. Upon approval these range changes will be put into effect into the HR system and incumbents pay will be adjusted in the current year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ \$210,000 - \$310,000 (General Fund: \$30,000 - \$40,000)

Current Year Cost \$ \$175,000 - \$260,000 (General Fund: \$25,000 - \$34,000)

Subsequent Year(s) Cost \$

Narrative

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacant savings. If vacancy savings aren't sufficient, it will be funded with reserves or unappropriated fund balance

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources																																																																																																																																					
Contact Name & Phone	Mike Ormsby																																																																																																																																					
Contact Email	mormsby@spokanecity.org																																																																																																																																					
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart																																																																																																																																					
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min																																																																																																																																					
Agenda Item Name	SBO – Q1 2024, Quarterly Range Changes																																																																																																																																					
Summary (Background)	<p>The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Union</th> <th>SPN</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Civil Service Request</td> </tr> <tr> <td>M&P-B</td> <td>328</td> <td>Plan Examiner</td> <td>42</td> <td>43</td> <td>\$70,971.12- \$100,725.12</td> <td>\$72,787.68- \$103,251.60</td> </tr> <tr> <td>M&P-B</td> <td>672</td> <td>Senior Environmental Analyst</td> <td>-0-</td> <td>49</td> <td>-0-</td> <td>\$84,250.80- \$118,807.20</td> </tr> <tr> <td>M&P-B</td> <td>117</td> <td>Accounting System Administrator</td> <td>-0-</td> <td>47</td> <td>-0-</td> <td>\$80,262.72- \$113,503.68</td> </tr> <tr> <td>M&P-B</td> <td>045A</td> <td>Merit System Analyst I</td> <td>-0-</td> <td>39</td> <td>-0-</td> <td>\$66,043.44 - \$93,542.40</td> </tr> <tr> <td>M&P-B</td> <td>045B</td> <td>Merit System Analyst II</td> <td>-0-</td> <td>43</td> <td>-0-</td> <td>\$72,787.68 - \$103,251.60</td> </tr> <tr> <td>M&P-B</td> <td>047</td> <td>Merit System Analyst III</td> <td>-0-</td> <td>47</td> <td>-0-</td> <td>\$80,262.72 - \$113,503.68</td> </tr> <tr> <td>M&P-B</td> <td>052</td> <td>Senior Merit System Analyst</td> <td>-0-</td> <td>51</td> <td>-0-</td> <td>\$88,468.56 - \$125,927.28</td> </tr> <tr> <td>Local 270</td> <td>563</td> <td>Training Coordinator</td> <td>-0-</td> <td>45</td> <td>-0-</td> <td>\$58,944.24- \$97,300.80</td> </tr> <tr> <td colspan="7" style="text-align: center;">Director Request</td> </tr> <tr> <td>M&P-B</td> <td>114</td> <td>Accounting Manager</td> <td>49</td> <td>52</td> <td>\$84,250.80- \$118,807.20</td> <td>\$90,535.68- \$128,808.72</td> </tr> <tr> <td>M&P-B</td> <td>111</td> <td>Senior Accountant</td> <td>41</td> <td>44</td> <td>\$69,426.00- \$98,344.80</td> <td>\$74,666.88- \$106,070.40</td> </tr> <tr> <td>M&P-B</td> <td>110</td> <td>Accountant</td> <td>35</td> <td>38</td> <td>\$60,030.00- \$84,856.32</td> <td>\$64,435.68- \$91,245.60</td> </tr> <tr> <td>M&P-B</td> <td>065</td> <td>Social Response Manager</td> <td>38</td> <td>42</td> <td>\$64,435.68- \$91,245.60</td> <td>\$70,971.12- \$100,725.12</td> </tr> <tr> <td>M&P-A</td> <td>700</td> <td>Community Outreach Manager</td> <td>-0-</td> <td>44</td> <td>-0-</td> <td>\$75,585.60- \$105,778.08</td> </tr> <tr> <td>M&P-B</td> <td>055</td> <td>Senior Benefits Specialist</td> <td>39</td> <td>42</td> <td>\$66,043.44 - \$93,542.40</td> <td>\$70,971.12 - \$100,725.12</td> </tr> <tr> <td>M&P-B</td> <td>056</td> <td>HR Management System Specialist</td> <td>-0-</td> <td>42</td> <td>\$66,043.44 - \$93,542.40</td> <td>\$70,971.12 - \$100,725.12</td> </tr> <tr> <td>Local 270</td> <td>024</td> <td>Permit Center Supervisor</td> <td>-0-</td> <td>48</td> <td>-0-</td> <td>\$61,637.76- \$101,497.68</td> </tr> </tbody> </table>	Union	SPN	Title	From Grade	To Grade	Former Range	New Range	Civil Service Request							M&P-B	328	Plan Examiner	42	43	\$70,971.12- \$100,725.12	\$72,787.68- \$103,251.60	M&P-B	672	Senior Environmental Analyst	-0-	49	-0-	\$84,250.80- \$118,807.20	M&P-B	117	Accounting System Administrator	-0-	47	-0-	\$80,262.72- \$113,503.68	M&P-B	045A	Merit System Analyst I	-0-	39	-0-	\$66,043.44 - \$93,542.40	M&P-B	045B	Merit System Analyst II	-0-	43	-0-	\$72,787.68 - \$103,251.60	M&P-B	047	Merit System Analyst III	-0-	47	-0-	\$80,262.72 - \$113,503.68	M&P-B	052	Senior Merit System Analyst	-0-	51	-0-	\$88,468.56 - \$125,927.28	Local 270	563	Training Coordinator	-0-	45	-0-	\$58,944.24- \$97,300.80	Director Request							M&P-B	114	Accounting Manager	49	52	\$84,250.80- \$118,807.20	\$90,535.68- \$128,808.72	M&P-B	111	Senior Accountant	41	44	\$69,426.00- \$98,344.80	\$74,666.88- \$106,070.40	M&P-B	110	Accountant	35	38	\$60,030.00- \$84,856.32	\$64,435.68- \$91,245.60	M&P-B	065	Social Response Manager	38	42	\$64,435.68- \$91,245.60	\$70,971.12- \$100,725.12	M&P-A	700	Community Outreach Manager	-0-	44	-0-	\$75,585.60- \$105,778.08	M&P-B	055	Senior Benefits Specialist	39	42	\$66,043.44 - \$93,542.40	\$70,971.12 - \$100,725.12	M&P-B	056	HR Management System Specialist	-0-	42	\$66,043.44 - \$93,542.40	\$70,971.12 - \$100,725.12	Local 270	024	Permit Center Supervisor	-0-	48	-0-	\$61,637.76- \$101,497.68
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Proposed Council Action & Date:	Approval of this Special Budget Ordinance on April 8, 2024
<p>Fiscal Impact:</p> <p>Total Annual Cost: \$210,000 - \$310,000 (General Fund: \$30,000 - \$40,000)</p> <p>Total Cost Remaining This Year: \$175,000 - \$260,000 (General Fund: \$25,000 - \$34,000)</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Funds' revenues or reserves.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated Fund balance.</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A, recurring HR admin task.</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> <p>N/A, recurring HR admin task.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A, recurring HR admin task.</p>	
<p>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?</p> <p>Ensures compensation equity.</p>	

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the various Funds listed below, 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 General Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Merit System Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	045A	Merit System Analyst I	N/A	39		\$66,043-\$93,542

- 3) Change the grade and associated pay range for the Merit System Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	045B	Merit System Analyst II	N/A	43		\$72,788-\$103,252

- 4) Change the grade and associated pay range for the Merit System Analyst III position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	047	Merit System Analyst III	N/A	47		\$80,263-\$113,504

- 5) Change the grade and associated pay range for the Senior Merit System Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	052	Senior Merit System Analyst	N/A	51		\$88,467-\$125,927

Section 2. That in the budget of the Parks and Recreation Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

Section 3. That in the budget of the Community Development & Human Services Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

Section 4. That in the budget of the Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Social Response Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	065	Social Response Manager	38	42	\$64,436-\$91,246	\$70,971-\$100,725

Section 5. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

Section 6. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Plan Examiner position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	328	Plan Examiner	42	43	\$70,971- \$100,725	\$72,788- \$103,252

- 2) Change the grade and associated pay range for the Permit Center Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	024	Permit Center Supervisor	N/A	48	-0-	\$61,638- \$101,498

Section 7. That in the budget of the Accounting Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030- \$84,856	\$64,436- \$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426- \$98,345	\$74,667- \$106,070

- 3) Change the grade and associated pay range for the Accounting Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	114	Accounting Manager	49	52	\$84,251- \$118,807	\$90,536- \$128,809

- 4) Change the grade and associated pay range for the Accounting System Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	117	Accounting System Administrator	N/A	47		\$80,263- \$113,504

Section 8. That in the budget of the Employee Benefits Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Benefits Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	055	Senior Benefits Specialist	39	42	\$66,043-\$93,542	\$70,971-\$100,725

- 2) Change the grade and associated pay range for the HR Management System Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	056	HR Management System Specialist	N/A	42		\$70,971-\$100,725

Section 9. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Environmental Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	672	Senior Environmental Analyst	N/A	49		\$84,251-\$118,807

Section 10. 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 adjust pay ranges to align with salary analysis, 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 by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Information Only

Date Rec'd

3/11/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date:

Submitting Dept

ACCOUNTING

Project #

Contact Name/Phone

MICHELLE 625-6320

Bid #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Council Sponsor(s)

MCATHCART

Agenda Item Name

5600 - UPDATE FROM CURRENT ARPA PROJECTS

Agenda Wording

The City of Spokane is in contract with five ongoing ARPA projects, all five will be coming in to update City Council on their progress.

Summary (Background)

*Pre-Apprenticeship Program: Inland NW AGC, Mike Ankney *Down Payment Assistance Program: Numerica, Lars Gilberts *Employment Support of the Arts: Spokane Arts, Shelly Wynecoop *Childcare Program: Community Minded Enterprises, Wendy Nelson *Higher Education: LaunchNW, Ben Small

Lease? NO

Grant related? NO

Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting & Grants
Contact Name	Caleb Stanton
Contact Email & Phone	cstanton@spokanecity.org
Council Sponsor(s)	Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 40mins
Agenda Item Name	Update from Current ARPA projects
Summary (Background)	<p>The City of Spokane is in contract with five ongoing ARPA projects, all five will be coming in to update City Council on their progress.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Pre-Apprenticeship Program: Inland NW AGC, Mike Ankney Down Payment Assistance Program: Numerica, Lars Gilberts Employment Support of the Arts: Spokane Arts, Shelly Wynecoop Childcare Program: Community Minded Enterprises, Wendy Nelson Higher Education: LaunchNW, Ben Small</p>
Proposed Council Action	No Action, Informational Only
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input 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?	
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?	
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?	

ARPA Funded Projects for Finance and Administration			
ARPA Allocation	Amount allocated	Amount spent through 2/29/24	Remaining Amount on Contract
Child Care	3,500,000.00	884,388.74	2,615,611.26
Employment Support for Arts	1,000,000.00	613,370.51	386,629.49
Pre-Apprenticeship Training	400,000.00	196,364.69	203,635.31
Down Payment Assistance	1,500,000.00	801,200.09	698,799.91
Higher Education	5,000,000.00	1,181,479.20	3,818,520.80
Total	\$ 11,400,000.00	\$ 3,676,803.23	\$ 7,723,196.77



**NEW CORONAVIRUS RECOVERY FUNDING
FOR THE ARTS & CULTURE IN SPOKANE**



The American Rescue Plan Act (ARPA)

- \$81 million to the City of Spokane
- Spokane Arts = **\$1,000,000**
- To provide **untaxed disaster relief benefits** to the **arts and cultural arts** sectors in the City of Spokane
- Offset **unreimbursed negative economic impacts** (losses and Covid-related expenses)



Spokane Arts ARPA Overview

Budget

- \$200,000 to Individuals & Household Benefits
- \$600,000 to Nonprofits & Businesses <\$1M
- \$120,000 Performing Arts Venues <\$2M

Spending -- 71% spent down as of March 2024

	2023 Benefits	2024 Benefits
Indiv:	\$119,900	\$80,100
NP/Biz:	\$381,000	\$219,000
Venues:	\$120,000	0



Spokane Arts ARPA Eligibility

Individuals and Households

Nonprofits and Businesses (<\$1M income)

Performing Arts Venues (<\$2M income)

Federal
Program
Enrollment

QCT

Race /
Gender

Essential
Workers

Disability

FPG

65+

Normalized
Relief

Normalized
Loss

- **Within the City of Spokane**
- Core mission / individual work in **arts and culture**
- Unreimbursed negative economic impact of **\$1,000 or more** between the dates of March 11, 2020 and May 10, 2023
 - been in operation for at least **three years and intended to remain open through 2023**
 - **nondiscrimination** in hiring and services
 - not have knowingly or intentionally committed **federal fraud**

Application Weighting

Federal Administrative Shortcuts on “Impacted” and “Disproportionately Impacted” Parties

Progressive

Intersectional

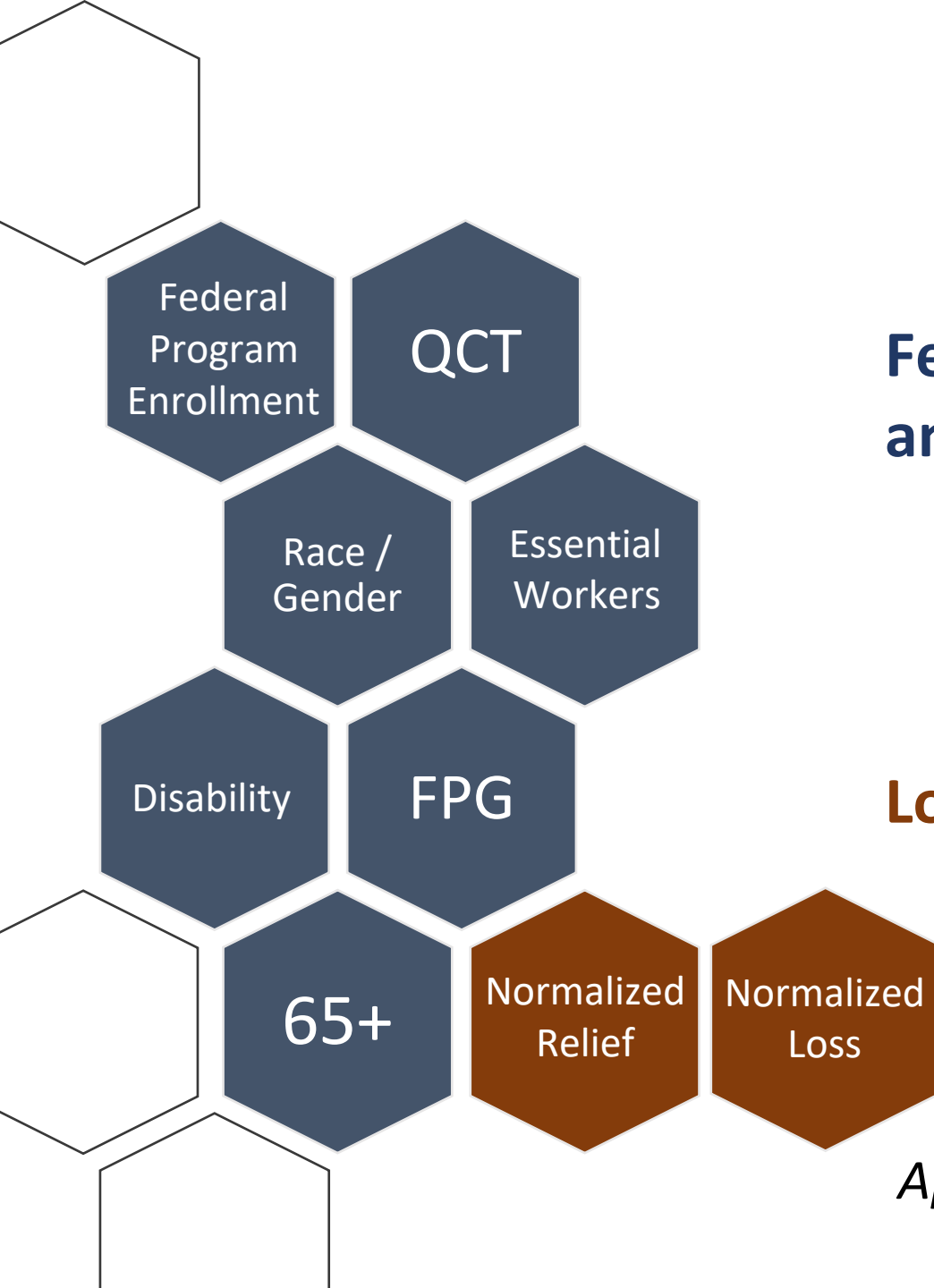
“Without additional analysis...” (*OFR, US Treasury*)

Local Considerations

Impacts as a percent of 2019 Income

Previous Covid support as a percent of 2019 income

Applications Ranked from 0 to 16 possible points



R1 Benefits

District 1: \$246,500

District 2: \$189,900

District 3: \$184,500

District 3:

\$32,500 Indv

\$107,000 NP/Biz

\$45,000 Venues

\$184,500 Round 1

District 1:

\$27,500 Indv

\$144,000 NP/Biz

\$75,000 Venues

\$246,500 Round 1

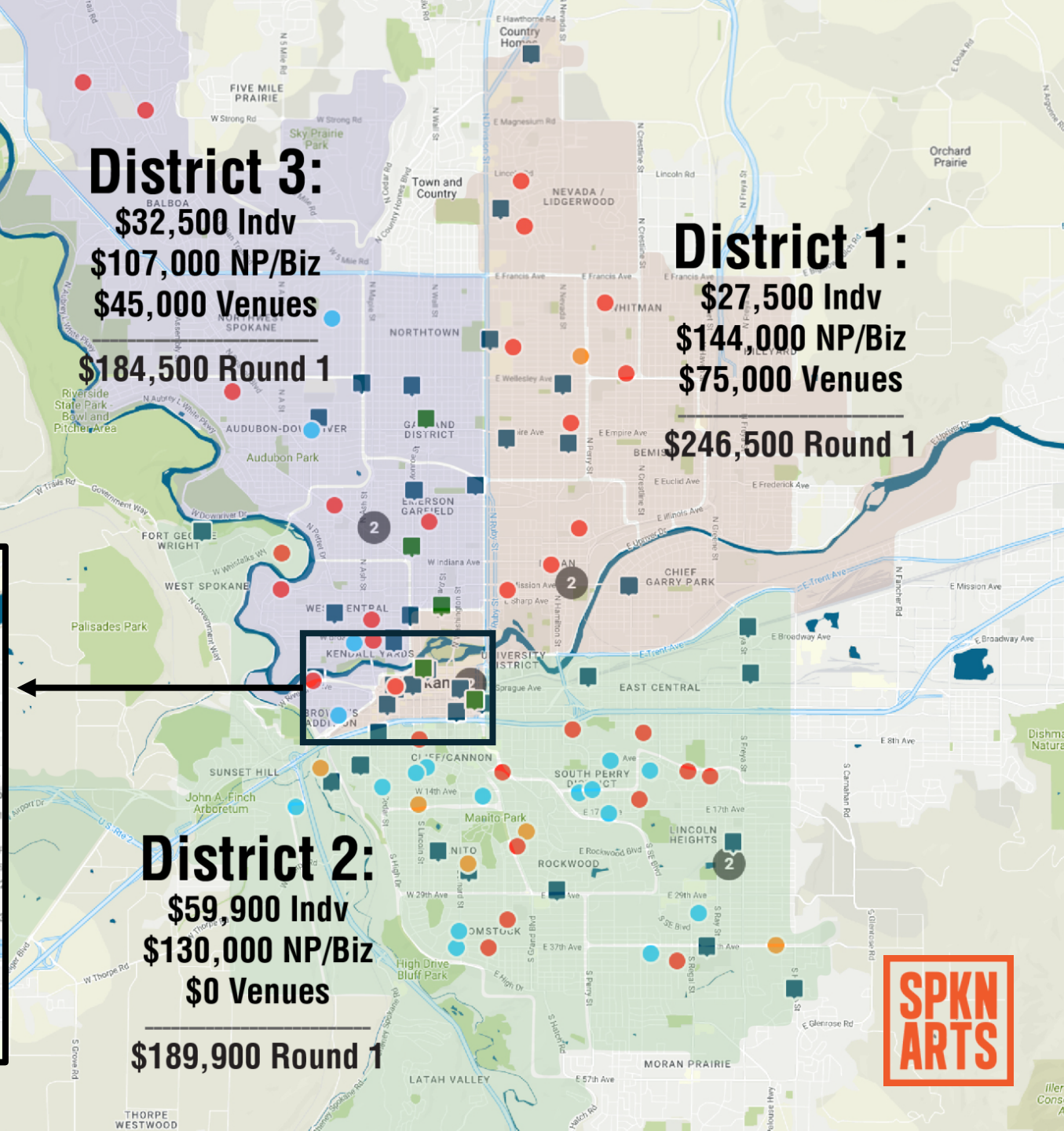
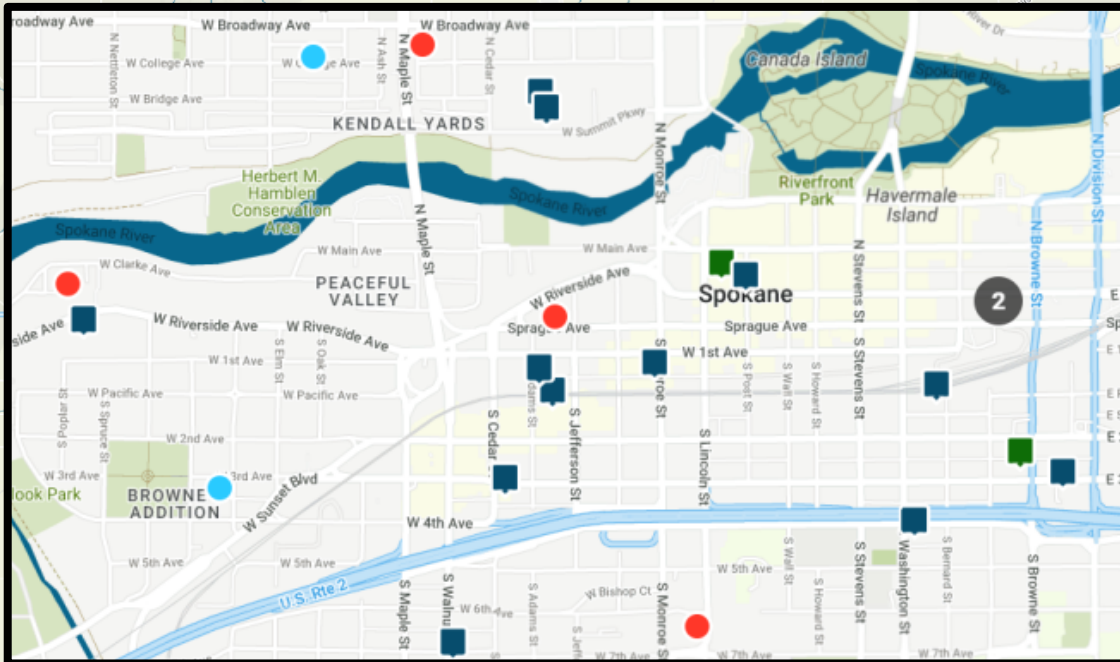
District 2:

\$59,900 Indv

\$130,000 NP/Biz

\$0 Venues

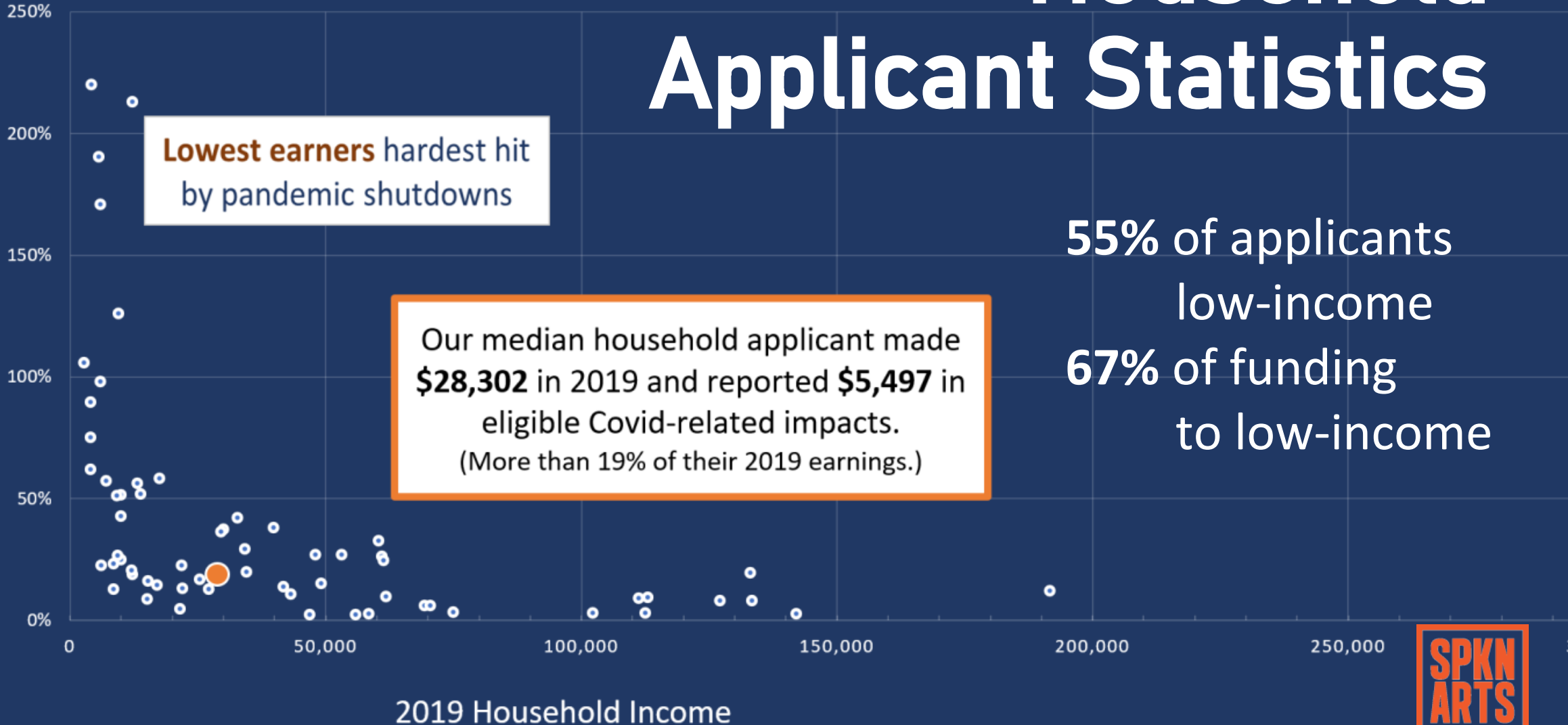
\$189,900 Round 1



FINANCIAL IMPACT OF THE PANDEMIC
AS A FUNCTION OF 2019 INCOME
FOR ARTS & CULTURE HOUSEHOLDS

Household Applicant Statistics

Financial Impact as a % of 2019 Income



Spokane Arts Community Partners

Public Information & Support

- 15 hands-on, public application sessions and ongoing support
 - Applicant support from Nuestras Raíces (HBPA) and Empire Health Foundation
- Extensive direct, print, online, and radio advertising



Spokane Arts ARPA: Next Steps

FINAL BENEFITS AWARDED

Individuals and Households

- \$80,100 benefits remaining
or approximately 40 additional households

Nonprofits and Businesses

- \$219,000 benefits remaining
or approximately 24 additional NP /
Businesses



BOARDS, COMMITTEES & COMMISSIONS

1. COUNCIL OFFICE OPERATIONS WORKGROUP
2. ARPA WORKGROUP
3. EQUITY SUBCOMMITTEE
4. INSPECTOR GENERAL WORKGROUP
5. LANGUAGE ACCESS WORKGROUP
6. LEGISLATIVE COMMITTEE
7. INVESTMENT COMMITTEE
8. SPOKANE EMPLOYEES RETIREMENT SYSTEM (SERS) BOARD
9. AGING AND LONG TERM CARE BOARD
10. ASSOCIATION OF WASHINGTON CITIES BOARD
11. FIRE PENSION BOARD
12. POLICE PENSION BOARD
13. LODGING TAX ADVISORY COMMITTEE (PFD)
14. LODGING TAX ADVISORY BOARD (1.3%)
15. TPA COMMISSION / HOTEL-MOTEL COMMISSION
16. UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY
17. UNIVERSITY DISTRICT DEVELOPMENT ASSOCIATION
18. VISIT SPOKANE
19. WEST PLAINS PUBLIC DEVELOPMENT AUTHORITY (S3R3)
20. NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (NEPDA)

COUNCIL INITIATIVE DIVISIONS

1. INTERGOVERNMENTAL AFFAIRS
2. EQUITY AND INCLUSION INITIATIVES



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Consent

Date Rec'd 3/5/2024

Clerk's File #

Renews # OPR 2022-0344

Cross Ref #

Council Meeting Date: 04/15/2024

Submitting Dept	INFORMATION TECHNOLOGY	Project #	
------------------------	------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	RFP 5435-21
---------------------------	------------------	--------------	-------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	MASTER
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Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5300 ARCH - TECHNICAL SERVICES FOR PMO & IT PROJECTS		
-------------------------	--	--	--

Agenda Wording

Master Contract with Arch Staffing & Consulting for technical services in support of PMO and IT projects. Requesting \$150,000, professional services non taxed. First of three 1-year renewals. Term is May 1, 2024, through April 30, 2025.

Summary (Background)

The PMO, CHHS and IT currently manage several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Arch Staffing and Consulting, LLC was a successful bidder under RFP 5435-21 to be contracted for various PMO and IT projects. Previous term was May 1, 2022 - April 30, 2024 for \$150,000 each year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 150,000
------------	------------

Current Year Cost	\$ 150,000
-------------------	------------

Subsequent Year(s) Cost	\$ 150,000
-------------------------	------------

Narrative

This request is for professional services in support of PMO and IT funded projects.

Amount

Budget Account

Expense	\$ 150,000	# Various Accounts
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

glen.garcia@archstaffing.us	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org
dfredrickson@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for Technical Services for PMO and IT Projects
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The PMO, CHHS and IT currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Arch Staffing and Consulting, LLC was a successful bidder under RFP 5435-21 to be contracted for various PMO and IT projects. Previous term was May 1, 2022 – April 30, 2024 for \$150,000 each year. Current term is May 1, 2024 – April 30, 2025 for \$150,000.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$150,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$150,000 Narrative: This request is for professional services in support of PMO and IT funded projects. Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A 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?	
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 contract with Arch Staffing and Consulting, LLC for technical services.



CITY OF SPOKANE
CONTRACT RENEWAL
1 of 3
Title: TECHNICAL RESOURCES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARCH STAFFING AND CONSULTING, LLC**, whose address is 1000 Brickell Avenue, Suite 725, Miami, Florida 33131, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Technical Resources for the Innovation and Technology Services Division and Project Management Office; and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 23, 2022 and May 25, 2022, any previous amendments, renewals and / or extensions / 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 May 1, 2024 and shall run through April 30, 2025.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, plus applicable sales tax, 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 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.

ARCH STAFFING AND CONSULTING, LLC

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

24-019

**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)



< Business Lookup

License Information:

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

Entity name: ARCH STAFFING AND CONSULTING, LLC

Business name: ARCH STAFFING AND CONSULTING LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-401-477

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1000 BRICKELL AVE
STE 725
MIAMI FL 33131-3057

Mailing address: 1000 BRICKELL AVE
STE 725
MIAMI FL 33131-3057

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Jun-30-2024	Feb-04-2019

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

Governing people	Title
MUNIZ, ULISES	

Registered Trade Names

Registered trade names	Status	First issued
ARCH STAFFING AND CONSULTING LLC	Active	Feb-04-2019

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:15:34 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2023

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).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Kaitlin Kallal PHONE (A/C, No, Ext): (847) 463-7301 E-MAIL ADDRESS: Kaitlin.Kallal@MarshMMA.com	FAX (A/C, No): (847) 440-9126	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ARCH Staffing and Consulting, LLC 1000 Brickell Avenue, Suite 725 Miami FL 33131	INSURER A: Philadelphia Indemnity Insuran		18058
	INSURER B: WorkFirst Casualty Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 855698249

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2529452	3/19/2023	3/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <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			PHPK2529452	3/19/2023	3/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB855128	3/19/2023	3/19/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCWFTS000174302	3/19/2023	3/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2529452	3/19/2023	3/19/2024	Occurrence/Aggregate \$1M/\$2M
A	Employment Practices Liability			PHPK2529452	3/19/2023	3/19/2024	Occurrence/Aggregate \$2M/\$2M
A	Crime			PHPK2529452	3/19/2023	3/19/2024	Limit \$500,000

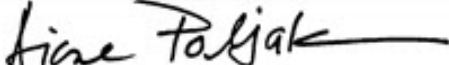
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

Cyber Liability (Third Party) - Palomar Excess and Surplus Insurance Company - Policy Number: PLMCBSIZDCQ5QM - 3/19/2023 - 3/19/2024 - Limit: \$3,000,000

General Liability, Automobile Liability, Professional Liability, and Workers Compensation policies are scheduled underneath the Umbrella policy. It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project: City of Spokane, its officers and employees Contractual Liability applies to the General Liability policy. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd Spokane WA 99201	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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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Consent

Date Rec'd 3/5/2024

Clerk's File #

Renews # OPR 2023-0469

Cross Ref #

Council Meeting Date: 04/15/2024

Submitting Dept	INFORMATION TECHNOLOGY	Project #	
------------------------	------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	
---------------------------	------------------	--------------	--

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	VALUE BLANKET
-----------------------	------------------------	----------------------	---------------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5300 COMPUNET CISCO VALUE BLANKET		
-------------------------	-----------------------------------	--	--

Agenda Wording

Approval to purchase Cisco hardware products and license subscriptions through Compunet without bringing each purchase over the City Purchase Limit (\$50,000) to City Council for Approval. Value Blanket term will be May 15, 2024 to May 14, 2025.

Summary (Background)

The City of Spokane makes large purchases of Cisco network hardware and services from CompuNet for the Network Re-Architecture program and other equipment upgrades. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will not exceed \$500,000.00, including tax. Previous 2023 Value Blanket total was \$450,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 500,000

Subsequent Year(s) Cost \$ 450,000

Narrative

This request is for Cisco hardware equipment/software and professional services in support of IT funded projects.

Amount

Budget Account

Expense	\$ 500,000 (including tax)	# Various Accounts
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

dcasey@compunet.biz	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org , 509-625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CompuNet Value Blanket
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane makes large purchases of Cisco network hardware and services from CompuNet for the Network Re-Architecture program and other equipment upgrades. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will not exceed \$500,000.00 including tax. Value Blanket term will be May 15, 2024, to May 15, 2025. Previous 2023 VM total was \$450,000.00.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$500,000.00</u>	
Current year cost: \$500,000.00	
Subsequent year(s) cost: \$450,000.00	
Narrative: This request is for Cisco hardware equipment/software and professional services in support of IT funded projects.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
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?	
Not applicable – annual hardware purchases and services for support	
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 hardware purchases and services for support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current 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?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2025	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Mar-31-2025	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2025	Oct-01-2020



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Mar-31-2025	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-064			Active	Mar-31-2025	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2025	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2025	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2025	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2025	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/23/2024 11:53:05 AM



Contact us

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Don't see what you expected?

Check if your browser is supported





COMPINC-06

LVISGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2023

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).

PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000		FAX (A/C, No): (866) 898-4905																				
	E-MAIL ADDRESS: <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B :</td> <td>Chubb National Insurance Company</td> <td>10052</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Federal Insurance Company	20281	INSURER B :	Chubb National Insurance Company	10052	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A :	Federal Insurance Company	20281																					
INSURER B :	Chubb National Insurance Company	10052																					
INSURER C :																							
INSURER D :																							
INSURER E :																							
INSURER F :																							
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530																							

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"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		36083947	11/9/2023	11/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73637540	11/9/2023	11/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			56719389	11/9/2023	11/9/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71839144	11/9/2023	11/9/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

City of Spokane
 Innovation and Technology Services Division
 808 W Spokane Falls Blvd.
 Spokane, WA 99201

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
Steve Soak

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 5300 INCAPSULATE - CUSTOMER RELATIONSHIP MGMT (CRM) A

Agenda Wording (630 character max)

Summary (Background) (228 character max)

The following reflects the breakout between the Annual Subscription and Maintenance and Managed Services. The subscription is in line with the previous contract of not to exceed annual 3% CPI increase.

Subscription CPI 3%		Managed Services	
2024	\$119,996.21	2024	\$39,951.00
2025	\$123,596.10	2025	\$39,981.50
2026	\$127,303.98	2026	\$39,988.54
2027	\$131,123.10	2027	\$39,971.93
2028	\$135,056.80	2028	\$39,930.41
Subtotal \$637,076.20		Subtotal \$199,823.38	

Fiscal Impact

Budget Account

Select \$ #

Select \$ #

Distribution List

Save

Cancel



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Consent

Date Rec'd 3/14/2024

Clerk's File #

Renews #

Cross Ref # OPR 2019-0292

Council Meeting Date: 04/08/2024

Submitting Dept	INFORMATION TECHNOLOGY	Project #	
------------------------	------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	RFP #4481-18
---------------------------	------------------	--------------	--------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR26136
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Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	5300 INCAPSULATE - CUSTOMER RELATIONSHIP MGMT (CRM) ANNUAL		
-------------------------	--	--	--

Agenda Wording

Contract with Incapsulate, LLC, Washington, DC, for our Customer Relationship Management System (CRM) Annual Software, Subscription, and Support. From 05/01/2024 through 04/30/2029. Total cost is \$784,296.96, plus sales tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including MySpokane-311 and the Mayor's Office. The City selected Incapsulate through RFP #4481-18 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM. This contract term has added Managed Services (Base and Discretionary Hours) to the annual Subscription & Maintenance support.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 784,296.96 (plus sales tax)

Current Year Cost \$ 150,039.27 (plus sales tax)

Subsequent Year(s) Cost \$ 153,372.41 (plus sales tax) 2025

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount

Budget Account

Expense	\$ 39,951.00 no sales tax	# 5700-53801-57200-54214-99999
Expense	\$ 110,088.27 + tax	# 5300-73300-18850-54820-99999
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

The following reflects the breakout between the Annual Subscription and Maintenance and Managed Services.

The subscription is in line with the previous contract of not to exceed annual 3% CPI increase. Subscription

CPI 3%	Managed Services	2024	\$119,996.21	2024	\$39,951.00	2025	\$123,596.10
2025	\$39,981.50	2026	\$127,303.98	2026	\$39,988.54	2027	\$131,123.10
2027	\$39,971.93	2028	\$135,056.80	2028	\$39,930.41	Subtotal	\$637,076.20
Total	\$836,899.58 (including tax)					Subtotal	\$199,823.38

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Jonathan Light jlight@incapsulate.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024																																
Submitting Department	IT																																
Contact Name	Michael Sloon																																
Contact Email & Phone	msloon@spokanecity.org 625-6468																																
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>																																
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																																
Agenda Item Name	Incapsulate (CRM) Annual Software Subscription and Support																																
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only																																
Summary (Background)	<p>The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including MySpokane-311 and the Mayor’s Office. The City selected Incapsulate through RFP #4481-18 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM. Contract term is May 1, 2024 – April 30, 2029.</p> <p>This contract term has added Managed Services (Base and Discretionary Hours) to the annual Subscription & Maintenance support. The following reflects the breakout between the Annual Subscription and Maintenance and Managed Services. The subscription is in line with the previous contract of not to exceed annual 3% CPI increase.</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Subscription</th> <th style="text-align: left;">CPI 3%</th> <th style="text-align: left;">Managed Services</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">2024</td> <td style="text-align: right;">\$119,996.21</td> <td style="text-align: right;">2024</td> <td style="text-align: right;">\$39,951.00</td> </tr> <tr> <td style="text-align: right;">2025</td> <td style="text-align: right;">\$123,596.10</td> <td style="text-align: right;">2025</td> <td style="text-align: right;">\$39,981.50</td> </tr> <tr> <td style="text-align: right;">2026</td> <td style="text-align: right;">\$127,303.98</td> <td style="text-align: right;">2026</td> <td style="text-align: right;">\$39,988.54</td> </tr> <tr> <td style="text-align: right;">2027</td> <td style="text-align: right;">\$131,123.10</td> <td style="text-align: right;">2027</td> <td style="text-align: right;">\$39,971.93</td> </tr> <tr> <td style="text-align: right;">2028</td> <td style="text-align: right;">\$135,056.80</td> <td style="text-align: right;">2028</td> <td style="text-align: right;">\$39,930.41</td> </tr> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$637,076.20</td> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$199,823.38</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$836,899.58</td> <td></td> <td></td> </tr> </tbody> </table>	Subscription	CPI 3%	Managed Services		2024	\$119,996.21	2024	\$39,951.00	2025	\$123,596.10	2025	\$39,981.50	2026	\$127,303.98	2026	\$39,988.54	2027	\$131,123.10	2027	\$39,971.93	2028	\$135,056.80	2028	\$39,930.41	Subtotal	\$637,076.20	Subtotal	\$199,823.38	Total	\$836,899.58		
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Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$836,899.58</u></p> <p style="padding-left: 20px;">Current year cost: \$159,947.21</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 2025 \$163,577.59</p> <p style="padding-left: 40px;">2026 \$ 167,292.53</p> <p style="padding-left: 40px;">2027 \$ 171,095.04</p> <p style="padding-left: 40px;">2028 \$ 174,987.21</p> <p>Narrative: This request is for software maintenance and support which is contractually required by the software vendor.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? The Subscription & Maintenance has been budgeted under IT (5300) and the Managed Services has been budgeted under MySpokane (5700).</p>																																

Expense Occurrence One-time Recurring N/A

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?

Not applicable – annual subscription & 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 subscription & 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 subscription & 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 Customer Relationship Management (CRM) software.



City of Spokane
CONTRACT
**CUSTOMER RELATIONSHIP
MANAGEMENT REPLACEMENT**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INCAPSULATE, LLC**, whose address is 650 Massachusetts Avenue NW, Suite 600, Washington DC 20001, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Customer Relationship Management (CRM) Annual Software and Subscription and Support in accordance with Company’s Subscription Agreement and Quote, attached as Exhibit B and selected through RFP No. 4481-18. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin May 1, 2024, and run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **SEVEN HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED NINETY-SIX AND 96/100 DOLLARS (\$784,296.96)**, plus applicable sales tax; in accordance with the annual payment schedule set forth in Exhibit B, 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 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.
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 Company’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 Company'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 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.

INCAPSULATE, LLC

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 Subscription Agreement and Quote

24-044

**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

Quotation: City of Spokane Renewal 2024-2029

Client	City of Spokane	Contract Number	OPR 2019-0292
Project Name	311 Capsule Subscription	Date Submitted	03/04/24
Requested By	Incapsulate, LLC	Date Reply Due	04/15/24

Section One: Description of Service

Subscription & Annual Maintenance and Support for the CRM system and Department App.

Managed Services (Base and Discretionary Hours as outlined below)

Cost

Annual Cost is outlined in the tables below

Renewal Details:

05/01/2024-04/30/2025

Description	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/24	04/30/25	\$86,911.79
Incapsulate Department App	05/01/24	04/30/25	\$23,176.48
311 CAPSULE TOTAL			\$110,088.27
Managed Services			
Base MS	05/01/24	04/30/25	\$26,910
Discretionary Hours (126 at \$103.5/hr)	05/01/24	04/30/25	\$13,041
MS TOTAL			\$39,951
TOTAL			\$150,039.27
Tax (WA State and City) (9%)			\$9,907.94

TOTAL			\$159,947.21
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05/01/2025-04/30/2026

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/25	04/30/26	\$89,519.14
Incapsulate Department App	05/01/25	04/30/26	\$23,871.77
311 CAPSULE TOTAL			\$113,390.91
Managed Services			
Base MS*	05/01/25	04/30/26	\$28,255.50
Discretionary Hours (108 at 106.6/hr)	05/01/25	04/30/26	\$11,726.00
MS TOTAL			\$39,981.50
TOTAL			\$153,372.41
Tax (WA State and City) (9%)			\$10,205.18
TOTAL			\$163,577.59

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

05/01/2026-04/30/2027

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/26	04/30/27	\$92,204.72
Incapsulate Department App	05/01/26	04/30/27	\$24,587.93
311 CAPSULE TOTAL			\$116,792.65
Managed Services			
Base MS	05/01/26	04/30/27	\$29,668.28
Discretionary Hours (94 at \$109.79/hr)	05/01/26	04/30/27	\$10,320.26
MS TOTAL			\$39,988.54

TOTAL			\$156,781.19
Tax (WA State and City) (9%)			\$10,511.34
TOTAL			\$167,292.53

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

05/01/2027-04/30/2028

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/27	04/30/28	\$94,970.86
Incapsulate Department App	05/01/27	04/30/28	\$25,325.57
311 CAPSULE TOTAL			\$120,296.43
Managed Services			
Base MS	05/01/27	04/30/28	\$31,151.69
Discretionary Hours (78 at \$113.08/hr)	05/01/27	04/30/28	\$8,820.24
MS TOTAL			\$39,971.93
TOTAL			\$160,268.36
Tax (WA State and City) (9%)			\$10,826.68
TOTAL			\$171,095.04

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

05/01/2028-04/30/2029

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/28	04/30/29	\$97,819.99
Incapsulate Department App	05/01/28	04/30/29	\$26,085.33
311 CAPSULE TOTAL			\$123,905.32
Managed Services			
Base MS (75%)	05/01/28	04/30/29	\$32,709.27

Discretionary Hours (62 at \$116.47/hr)	05/01/28	04/30/29	\$7,221.14
MS TOTAL			\$39,930.41
TOTAL			\$163,835.73
Tax (WA State and City) (9%)			\$11,151.48
TOTAL			\$174,987.21

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

	Year 2024-2025	Year 2025-2026	Year 2026-2027	Year 2027-2028	Year 2028-2029
311 Capsule Subscription and Support	\$86,911.79	\$89,519.14	\$92,204.72	\$94,970.86	\$97,819.99
Incapsulate Department App	\$23,176.48	\$23,871.77	\$24,587.93	\$25,325.57	\$26,085.33
311 CAPSULE TOTAL	\$110,088.27	\$113,390.91	\$116,792.65	\$120,296.43	\$123,905.32
Base MS	\$26,910.00	\$28,255.50	\$29,668.28	\$31,151.69	\$32,709.27
Discretionary Hours (126)	\$13,041.00	\$11,726.00	\$10,320.26	\$8,820.24	\$7,221.14
MS TOTAL	\$39,951.00	\$39,981.503	\$39,988.54	\$39,971.93	\$439,930.41
TOTAL	\$150,039.27	\$153,372.41	\$156,781.19	\$160,268.36	\$163,835.73
Tax (WA State and City) (9%)	\$9,907.94	\$10,205.18	\$10,511.34	\$10,826.68	\$11,151.48
FINAL TOTAL	\$159,947.21	\$163,577.59	\$167,292.53	\$171,095.04	\$174,987.21

Exhibit B Subscription Agreement

This Subscription Agreement (the “**Agreement**”), is effective as of April 1, 2019 and is by and between the City of Spokane, WA (“Client”) and Incapsulate LLC (“Incapsulate”), a Delaware limited liability company.

1. Definitions.

- A. “**Claims**” or “**Claim**” means, collectively, lawsuits, actions, complaints, claims, assertions of liability (whether oral or written), losses, damages, liabilities, awards, costs and expenses.
- B. “**Confidential Information**” is defined in section 11.B of this Agreement.
- C. “**Days**” means calendar days, not business days, unless expressly stated otherwise.
- D. “**Intellectual Property**” means all intellectual property rights without limitation including patentable inventions, copyrights, trade secrets, trademarks, service marks, certification marks, know-how, and domain name rights. Intellectual Property also includes all patents and patent applications, and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof.
- E. “**Party**” means one of the parties to the Agreement. “**Parties**” means both parties to the Agreement: Subscriber and Incapsulate.
- F. “**Software**” means Incapsulate’s 311 Capsules which shall operate on the Subscriber’s implementation of Salesforce in its 311 systems. Specific Capsules licensed by the Client, License term and financial terms are specified in Appendix A. The Software is installed in Client’s Salesforce environment, as Managed Packages.
- G. “**Subscriber**” means the City of Spokane, WA.
- H. “**Subscriber Data**” means all electronic data or information submitted by Subscriber as part of Subscriber’s use of the Software.
- I. “**Subscription**” means the license as purchased to use the Software.
- J. “**Subscription Term**” means the term of the Subscription purchased by Subscriber. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription is for one year and shall automatically renew annually upon the date of the purchase of the Subscription by Subscriber. Thirty days prior to each renewal, Subscriber agrees to pay for the next annual Subscription. Each annual subscription shall be at a cost of no more than seven percent greater than the prior year’s Subscription amount.

2. Terms of Usage.

- A. Provision of Software. Incapsulate shall make the Software available to Subscriber pursuant to this Agreement for the duration of the Subscription Term. This Agreement is not contingent on including future

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

functionality or features with the Software and is not entered into in reliance on any promise or representation by Incapsulate or its agents concerning any future functionality or features of the Software.

- B. License. Incapsulate grants to Subscriber a non-transferable, non-exclusive license, subject to the Terms of this Agreement, for the Subscription Term, to use the Software. Under no circumstances shall Subscriber be entitled to receive the source code to the Software, even if in case of a breach by Incapsulate. This License is limited; no other uses of the Software are implied.
- C. Limitations on License.
- (1) Subscriber may not sublicense or rent the Software to others.
 - (2) Subscriber may use the Software only in connection with providing its 311-related services.
 - (3) Subscriber may not use the Software to provide consulting services to third parties.
 - (4) Subscriber may not decompile, reverse engineer, disassemble, transfer, distribute, resell, assign, sublicense, commercially exploit, or otherwise use the Software to create any derivative works.
 - (5) Subscriber may not use any network monitoring or discovery software to determine the architecture of the Software.
 - (6) Subscriber may not use any robot, spider, or other automatic software or device, or manual process to monitor or copy the Software.
 - (7) Subscriber may not use any aspect of the Software to create similar software or services.
 - (8) Subscriber may not interfere with or disrupt the integrity or performance of the Software.
 - (9) The Parties agree that the Agreement constitutes a License, not a sale, of the Software. Any attempt by Subscriber to transfer the license in the Software, except as expressly permitted in writing by Incapsulate, shall result in immediate termination of the Subscription.
- D. Violation of the License. Should Subscriber violate the License (e.g., violate any prohibition contained in section 2.E of this Agreement) and not cure that violation within the time provided herein, and should Incapsulate undertake litigation against Subscriber to protect Incapsulate's interests, Incapsulate shall be entitled to recover its reasonable attorneys' fees and costs.
3. Intellectual Property Ownership. The Software shall remain the exclusive Intellectual Property of Incapsulate. Subscriber does not acquire any ownership in the Software because of this Agreement. Subscriber acknowledges, shall not challenge, and shall not voluntarily aid any third party in challenging Incapsulate's Intellectual Property of the Software. Per the License, Subscriber can only use the Software to City of Spokane customer relationship management services but cannot reassign, transfer, or resell outside.

4. Use by Subscriber's Contractors. Subscriber's contractors may exercise on Subscriber's behalf Subscriber's entire license rights to the Software, provided that (i) the entire use of the Software by Subscriber's employees and contractors remains within the parameters stated in the Agreement, (ii) those contractors agree to not further disclose, transfer or allow access to the Software to third parties, (iii) such contractor usage is solely for Subscriber's purposes, and (iv) the contractors abide by the limitations in section 12.B of this Agreement ("Confidentiality"). Subscriber shall be liable for any breach of this Agreement by its contractors.
5. Subscriber Responsibilities.
 - A. Subscriber's Computer Environment. Subscriber is solely responsible for the quality and maintenance of the computing environment from which it will access the Software.
 - B. Salesforce. Subscriber is responsible for licensing Salesforce software sufficient to interface with the Capsules and with the same number of seats as required under the License. At Subscriber's request, Incapsulate will assist in the procurement of the appropriate Salesforce license.
 - C. Internet Browser Compatibility. Incapsulate shall ensure that the Software is usable with Internet browsers that are compatible with Salesforce.
 - D. File Conversion. Incapsulate is not responsible for converting Subscriber's data files for use with the Software.
 - E. Data. Subscriber is solely responsible for the accuracy, completeness, and integrity of all data that it submits to or derives from the Software.

6. Incapsulate Responsibilities: Capsule Updates and Issue Reporting. The Capsule will be updated as required to ensure compliance with Salesforce Seasonal releases. This is anticipated to entail up to three (3) Capsule releases per year, (usually Spring, Summer and Winter to align with the Salesforce Seasonal releases) but may vary according to the Salesforce Seasonal release schedule. New Capsule releases shall be made available to the Subscriber on a mutually agreed schedule. The following apply to Capsule updates:

1. The Subscriber is responsible for applying the Capsule updates to the Subscriber's Salesforce Org and performing any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) notwithstanding the existence of a separate support (i.e., Managed Services) agreement with Incapsulate
2. Incapsulate will provide defect resolution support, limited to defects within the Capsule itself, as below (See Capsule Defect Resolution)
3. Incapsulate can provide consulting, upgrade and training at additional cost on either a T&M basis (preferred) or Fixed Price basis. Such services are offered on a case-by-case basis through individual SOWs or on a recurring basis via the Incapsulate Managed Services offering (which requires a separate agreement)

B. Capsule Defect Resolution. Incapsulate will provide defect resolution support for functionality of Capsules not working as designed. Defects resulting for any other issues (e.g., improper configuration of the Capsule, Subscriber custom development) are not covered under this agreement.

a. Defects will be classified (and responded to) according to the following severity levels:

Severity Level (Title)	Description	Response / Resolution Approach Service Level Agreement (SLA)
Level 1 (Significant)	Causes failure of the system resulting in the inability to perform essential, customer-focused tasks (service request intake, service request routing, and/or service request closure) and/or unrecoverable loss of critical data (e.g., service request details or critical customer information). No workarounds exist.	<ul style="list-style-type: none"> ● Initial response with preliminary estimate and plan to resolve within 4 hours (Incapsulate business days 9AM-5PM EST) of Incapsulate’s receipt of the defect. ● Daily status updates to impacted Subscribers ● Capsule Patch Release issued once an issue resolved.
Level 2 (Moderate)	Results in reduced functionality essential for successful operations. A work around exists but its sustained use is unsatisfactory.	<ul style="list-style-type: none"> ● Initial response within 24 hours ● Depending on specific nature of the issue, either: <ul style="list-style-type: none"> ○ Capsule Patch Release issued as soon as issue resolved ○ Issue resolved in next scheduled (e.g., Seasonal) Capsule release
Level 3 (Minor)	Results in reduced functionality for non-critical aspects of the system. A work around exists.	<ul style="list-style-type: none"> ● Initial response within 48 hours ● Issue resolved in next scheduled (e.g., Seasonal) Capsule release

Subscribers shall be able to submit tickets electronically (via email) at anytime. Incapsulate will provide a phone number for submission of Severity Level 1 tickets between the hours of 9AM - 5PM (Pacific Time) on Incapsulate’s business days.

7. Incapsulate’s Warranties and Covenants, Remedies and Disclaimer.

- A. Availability. Availability of the Software is subject to the availability of the Salesforce environment. Subscriber expressly acknowledges and understands that there will be with exceptions to Availability for commercially reasonable downtime in line with other commercial software services for business functions, including such commercially reasonable downtime due to maintenance and, for repair, or updates whether scheduled or otherwise occasional technical difficulties.
- B. Subscriber Data Security Warranty. Incapsulate shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Incapsulate shall not (i) modify Subscriber Data, (ii) disclose Subscriber Data except as compelled by law in accordance with a “**Compelled Disclosure**” (as set forth below) or as expressly permitted in writing by Subscriber or by this Agreement, or (iii) access Subscriber Data except to provide the Software or prevent

- or address service or technical problems, or at Subscriber's request. (The foregoing is the "**Subscriber Data Security Warranty.**") Nevertheless, despite the foregoing, should there occur a breach in the security of Subscriber Data (a "**Subscriber Data Security Breach**"), such as but not limited to disclosure by Incapsulate of Subscriber Data to an unauthorized third party or Incapsulate permitting an unauthorized third party to have access to Subscriber Data, then Incapsulate's sole notice obligation shall be to give notice to Subscriber of that data security breach. It shall be Subscriber's sole responsibility (and not Incapsulate's responsibility) to give notice of the Subscriber Data Security Breach to any other person or party as required by applicable law or as may be prudent for legal or business reasons. Incapsulate shall have no other responsibility or liability for a Subscriber Data Security Breach than otherwise set forth herein including, but not limited to, any security breach involving or resulting from Subscriber's use of Salesforce.
- C. **Remedy for Breach:** Should Incapsulate breach the Subscriber Data Security Warranty, Subscriber's sole remedy shall be for Incapsulate to repair the Software by restoring them to the standard of the applicable warranty.
- D. **Warranty Disclaimer.** Incapsulate provides only the covenants and warranties stated expressly in this Agreement. INCAPSULATE MAKES NO OTHER COVENANTS OR WARRANTIES AS TO THE SOFTWARE, AND IT DISCLAIMS EACH OF THE FOLLOWING WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW: (i) IMPLIED WARRANTY OF MERCHANTABILITY; (ii) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INCAPSULATE HAS BEEN ADVISED OF SUCH PURPOSE; (iii) IMPLIED WARRANTY OF NON-INFRINGEMENT, NON-MISAPPROPRIATION, AND NON-INTERFERENCE; (iv) IMPLIED WARRANTY OF ACCURACY; AND (v) IMPLIED WARRANTY OF SYSTEM INTEGRATION. Subscriber agrees that no representations, warranties or covenants have been made regarding the Software other than those in this Agreement.
8. **Audit.** Incapsulate may audit the business records and computer systems of Subscriber to ascertain whether Subscriber's use of the Software has been and is within the scope of the Subscription granted to Subscriber, including but not limited to compliance with: (i) the limitation of usage to the designated Subscriber; and (ii) the confidentiality, trade secret, and non-circumvention obligations set forth in this Agreement. Incapsulate shall provide Subscriber at least 30 days' notice prior to an audit. Incapsulate may use contracted professionals to assist in the audit or to conduct it on behalf of Incapsulate, such as accountants and computer technicians. Incapsulate shall be responsible to Subscriber for ensuring that any such contracted professionals maintain the confidentiality of Subscriber's Confidential Information. Subscriber shall cooperate in any such audit by making relevant business records and computer systems available to Incapsulate and organized for review. Subscriber shall not destroy evidence of the extent of its use of the Software between the time of receipt of notice of an audit and the completion of the conduct of the audit; doing so shall create a presumption that Subscriber was willfully using the Software in excess of its license rights. Incapsulate may not audit more than once per calendar year unless a past audit by Incapsulate has demonstrated that the Subscriber was using the Software in violation of the terms of this Agreement. If Incapsulate's audit does not uncover any violation of the terms of this Agreement, then each Party shall bear all of its own costs associated with the audit. If Incapsulate's audit reveals usage of the Software in violation of the terms of this Agreement, then the Subscriber shall pay to Incapsulate all of Incapsulate's out-of-pocket costs associated with the audit plus Incapsulate's then-current list-price for any unlicensed usage of the Software, i.e., the price that Incapsulate charges to a subscriber who does not presently have a Subscription to the Software and who is not entitled to any discounts. Subscriber shall pay such sums within 30 days of written notice of the audit results from Incapsulate, and Subscriber shall pay interest at a rate of 1.5 percent per month on any sum not paid within such 30 days. Should Incapsulate deem it necessary to utilize legal services to collect the sum

due from Subscriber, Incapsulate shall be entitled to collect its reasonable attorneys' fees and costs from Subscriber, including both legal fees spent before and after the filing of suit. Incapsulate's rights and remedies stated in this section do not limit the other causes of action and remedies that Incapsulate may have under the Agreement or applicable law.

9. Limitation on Liability.

- A. FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, LOST PROFITS, INTERRUPTED OPERATIONS, OR LOST OR DAMAGED DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCAPSULATE'S ENTIRE LIABILITY TO SUBSCRIBER FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO INCAPSULATE UNDER THIS AGREEMENT.
- B. THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES, AND OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY, WARRANTY, OR COVENANT FAILS IN ITS ESSENTIAL PURPOSE.

10. Marking and Usage of Data

- A. Markings. Subscriber shall not remove, obscure or alter any Intellectual Property marking, confidentiality marking, or legal notice included with or otherwise relevant to any aspect of the Software. Subscriber shall not permit others to do so.
- B. License to Use Feedback. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Software any feedback, suggestions, requests, or recommendations relating to the Software.
- C. Usage Data. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Subscriber's use of the Software.
- D. Use of Name. Subscriber expressly agrees that Incapsulate may make references to Subscriber and Subscriber's URL and may use Subscriber's name, trademark, and logo for the limited purpose of publishing it in Incapsulate's current list of subscribers. Incapsulate may also respond to any inquiry regarding whether Subscriber is a licensee and user of the Software.

11. Term and Termination; Renewal. The Agreement will remain in effect for the Subscription Term unless terminated earlier by a Party for a reason stated below.

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

- A. Term. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription Term is for one year measured from the date of this Subscription Agreement.
- B. Automatic Subscription Renewal. The Subscription shall automatically renew after each Subscription Term for an additional year unless the Subscriber notifies Incapsulate at least 30 days before the end of the Subscription Term that it chooses not to have the Subscription renew.
- C. This Agreement may be terminated as follows:
 - (1) by either Party, upon Notice, if the other Party is in material breach of any of its obligations and the breach is not capable of being cured;
 - (2) by Subscriber providing notice of non-renewal at least 30 days prior to the end of any Subscription Term;
 - (3) by Incapsulate providing notice of non-renewal at least 30 days prior to the end of any Subscription Term; and
 - (4) Immediately by Incapsulate after providing Subscriber notice that it is in violation of this Agreement and Subscriber fails to cure such violation within 15 days of the date of such notice of violation.
- D. Termination. Within five days of the effective date of termination, Subscriber will certify in writing to Incapsulate that Subscriber has ceased any and all use of the Software. Should Subscriber fail to so certify within those five days after termination, Subscriber agrees that it shall be liable for a Subscription fee in an amount of one month pro-rated to the annual fee.
- E. Termination of this Agreement shall not bar either Party from pursuing any cause of action or remedy it may have available against the other Party for breach of the Agreement.

12. General Terms.

- A. Assignment. Incapsulate may assign the Agreement to a successor to its business or purchaser of a majority of controlling interest. This Agreement may not be assigned by Subscriber.
- B. Confidentiality.
 - (1) **“Confidential Information”** means, collectively: (a) the trade secrets of a Discloser; (b) information that Discloser has kept confidential; (c) information that Discloser is obligated to keep confidential to some extent by law; and (d) information that a third party has provided to Discloser under an obligation of confidentiality.
 - (2) Confidential Information of Subscriber. The Subscriber Data is the Confidential Information of Subscriber.
 - (3) **“Recipient”** means the Party receiving Confidential Information.

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- (4) **“Discloser”** means the Party that discloses, transmits or allows access to Confidential Information to Recipient.
- (5) **Marking.** The Subscriber Data are Confidential Information and do not need to be marked as such to have such status. For any other information to have Confidential Information status, Discloser must mark it conspicuously as “Confidential Information” or with other words that convey the same meaning, unless federal, state or local law makes that type of information confidential (e.g., “protected health information” under HIPAA).
- (6) **Exclusions from Confidential Information.** Confidential Information shall not include information that: (a) constitutes general skills and experience gained under this Agreement; (b) is already known by Recipient at the time of disclosure as established through written evidence pre-dating this agreement; (c) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of Recipient; (d) is required to be disclosed by governmental or judicial order; (e) is rightfully acquired by Recipient from a third party who is not in breach of an agreement to keep such information confidential; or (f) is developed by personnel of Recipient independently of, and without access or exposure to, the Confidential Information.
- (7) **Confidentiality Obligation.** Except as otherwise provided herein, Recipient shall not disclose Confidential Information, allow access to it or transfer it to third parties, or use it for any reasons other than performing this Agreement or exercising the license rights granted to it under this Agreement. Recipient shall make best efforts to protect the confidentiality of Confidential Information, and shall protect it at least as carefully as it protects its own sensitive confidential information. If a Recipient believes that there has been an unauthorized disclosure, access, transfer, or use of Confidential Information, it shall notify Discloser as soon as possible.
- (8) **Compelled Disclosure.** The Recipient may disclose Confidential Information of the Disclosure if it is compelled by law to do so, provided that the Recipient gives the Disclosure prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s cost, if the Disclosure wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Discloser’s Confidential Information as part of a legal proceeding (except for litigation initiated by one Party against the other Party), the Disclosure shall reimburse the Recipient for its attorneys’ fees and costs incurred and for Recipient’s reasonable cost of compiling and providing secure access to such Confidential Information.
- (9) **Contractors.** Recipient may disclose Confidential Information to its contractors provided that such contractors adhere to rules stated in this section, and such contractors use the Confidential Information solely to perform Recipient’s obligations under this Agreement. A Recipient who discloses Confidential Information to a contractor shall be liable for the contractor’s handling of the Confidential Information as if the contractor were an employee of Recipient. Under no circumstances may a Recipient disclose Confidential Information to a competitor of the Disclosure.
- (10) **Term of Confidentiality.** The confidentiality obligations under this Agreement shall survive with respect to Confidential Information until such information is excluded from the definition of Confidential Information.

- C. Taxes. Subscriber shall be solely liable for any taxes resulting from this Agreement or any activities hereunder (exclusive of taxes on Incapsulate's gross and/or net income), even if Incapsulate does not collect the tax from the Subscriber. Any taxes for which Subscriber is liable shall not reduce the amount due to Incapsulate under this Agreement. If either Party determines that a tax will be imposed for which Subscriber is responsible under this Agreement, Incapsulate may require Subscriber to prepay the tax to Incapsulate or the taxing authority, as appropriate, before Incapsulate continues its performance under this Agreement. If Subscriber claims exemption from any taxes, at Incapsulate's request, Subscriber shall provide Incapsulate with documentation sufficient to support tax exemption. Subscriber shall indemnify, hold harmless and defend Incapsulate from any claim asserted by a taxing authority arising from or related to taxes owed (exclusive of taxes on Incapsulate's gross and/or net income) or purported tax exemptions, including all penalties and interest.
- D. Agreement Modification or Replacement. The Parties may agree to amend or replace this Agreement at any time in the future, including at the time of any renewal of Subscriber's Subscription to the Software. Any such agreement must be in writing and executed by both parties. This Agreement shall not be supplemented or modified by Subscriber's boilerplate contracting documents, including purchase orders, work orders, order acknowledgments, and shipping documents. The boilerplate terms in such documents shall have no contractual effect unless Incapsulate agrees to them expressly and in writing.
- E. Disputes.
- (1) Resolving Disputes. This Agreement and the Parties' relationship shall be governed by and construed under the laws of the State of Delaware and applicable federal law, and Delaware's choice of law rules shall not change this governing law. Any litigation between the Parties shall occur only in the state courts for the State of Delaware, or the federal courts in the U.S. District Court for the District of Delaware. Subscriber consents to such personal jurisdiction and irrevocably stipulates that, by entering into this Agreement, such courts have personal jurisdiction over the Subscriber for all claims arising from or related to this Agreement or its subject matter.
- F. Limitation on Time to Assert a Claim. Each party shall assert any claim against the other party arising from or related to the Software within two years of the accrual of the claim. A counterclaim is not barred if the claim filed by the other party is timely under this section. Otherwise, all claims not made within the time provided by this section are waived and barred.
- G. Notices. Any notice to Incapsulate shall be directed to this contact and address:

Sonali Bharadwaj
Chief Financial Officer
Incapsulate, LLC
1620 L Street – 3rd Floor, Suite D
Washington, DC 20036

sbharadwaj@incapsulate.com

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

Any notices to Subscriber shall be directed to this contact and address:

[Redacted contact information]

Each Party may change its address by the means provided herein for giving Notice. Any Notices sent pursuant to this Agreement shall be in writing (including email), and become effective when the email is received, delivered by hand, or by FedEx or similar commercial carrier.

- H. Force Majeure. Incapsulate shall not be liable for any failure or delay caused by events beyond Incapsulate’s reasonable control including, without limitation, Subscriber’s failure to perform its obligations in a timely fashion. Should Incapsulate be delayed from performing its obligations because of an event beyond its reasonable control, Incapsulate may and shall resume performance when the obstacle to performance is removed. Subscriber expressly agrees that any act or omission on the part of Salesforce which disrupts the Software shall fall under terms of this sub-section.
- I. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement will remain in effect.
- J. Headings. The headings in this Agreement shall not be considered in interpreting this Agreement.
- K. Waiver. No waiver, by either party, of any breach by the other party of any of the terms of this Agreement, shall be a waiver of any other breach of the same or other provisions; no such waiver shall be effective unless in a writing signed by the waiving party.
- L. Drafter. This Agreement shall not be interpreted based upon any rule of construction against the drafter.
- M. Authorized Signer. Each person signing this Agreement represents and covenants that he or she has the authority to do so on behalf of the entity on whose behalf that person purports to be acting.
- N. Survival of Terms. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect post-termination.

AGREED:

Incapsulate, LLC

—
Washington DC Office
1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571
info@incapsulate.com
incapsulate.com

By: _____
Sonali Bharadwaj, COO

SUBSCRIBER:

By: _____

Name: _____

Title: _____

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Appendix A

Customer: City of Spokane, WA

Subscribed Capsules	Term	Cost	Payment Terms	Restrictions or Comments
Incapsulate 311 Capsule Built on Salesforce Platform	Year 1	\$75,000.00 (pre-tax)	Payable at project kickoff	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 2	\$77,242.50 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 3	\$79,552.05 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 4	\$81,930.66 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 5	\$84,380.38 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate Department App	Year 1	\$20,000.00 (pre-tax)	Invoiced at project kickoff	Up to 50 users
Incapsulate Department App	Year 2	\$20,598.00 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users
Incapsulate Department App	Year 3	\$21,213.88 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users
Incapsulate Department App	Year 4	\$21,848.18 (pre-tax)	Invoiced annually at the beginning of each contract year and payable	Up to 50 users

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			within 30 days of invoicing	
Incapsulate Department App	Year 5	\$22,501.44 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users

Pricing for additional Department Worker Mobile App users:

Product	Number of Users	Yearly Cost*
Incapsulate Department Worker Mobile App Subscription	1-50 Users	\$20,000.00
	51-100 Users	\$30,000.00
	101-200 Users	\$45,000.00
	Unlimited Users	\$50,000.00

*Costs shown above are for Year 1.

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< Business Lookup

License Information:

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

Entity name: INCAPSULATE, LLC

Business name: INCAPSULATE, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-407-883

Business ID: 001

Location ID: 0001

Location: Active

Location address: 650 MASSACHUSETTS AVE NW
STE 600
WASHINGTON DC 20001-3979

Mailing address: 650 MASSACHUSETTS AVE NW
STE 600
WASHINGTON DC 20001-3979

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
Spokane General Business - Non-Resident				Active	Mar-31-2024	Mar-19-2019

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

Governing people	Title
BATISH, SONALI	Member

The Business Lookup information is updated nightly. Search date and time: 3/20/2023 8:26:15 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF INSURANCE

Certificate Number: 2023-ACC-17-City of Spokane

Valid as of: January 09, 2024

PRODUCER Aon Risk Services Northeast, Inc. One Liberty Plaza, 165 Broadway, Suite 3201 New York, New York 10006 PHONE: 212-441-1000 FAX: 212-441-1953

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Accenture LLP Incapsulate, LLC 650 Massachusetts Avenue NW Suite 600, Office 81 Washington DC 20001

Table with 2 columns: INSURER (A, B, C, D) and Company Name (AIG Specialty Insurance Company)

COVERAGES This certificate supersedes and replaces any previously issued certificate.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation and Employers' Liability, and Professional Indemnity.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage includes cyber liability.

CERTIFICATE HOLDER

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201

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

Aon Risk Services Northeast, Inc.

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	No cost contract amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane entered into a contract with NW AGC Apprenticeship and Journeyman Training Trust on 11/28/2022 for an award to carry out their Pre-Apprenticeship Program. This program recruits formerly incarcerated individuals into a six-week state approved building trades program.</p> <p>After a year of carrying out this program the budget categories in the contract need to be amended for year two of operations. \$50,000 of the support services budget will be moved to the stipends category and \$82,000 will be moved from the tools category into salaries and wages. This program has really taken off and they are experiencing many more participants than they initially anticipated so AGC needs more money in the stipend category (this money goes directly to the participants) and salaries category (this money goes to instructors for teaching more classes.) This should allow for full spend down on the contract by the end of this year or early next year.</p>
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Narrative: Amendment to change the budget categories. Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input 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? N/A There are not impacts.	
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? Data will be collected through the enrollment process	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The program has been successful and AGC is looking to add more classes

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 the Notice of Funding for a pre-apprenticeship program that was allocated funds by the Cit Council



City of Spokane

NO COST CONTRACT AMENDMENT

Title: ARPA Inland NW AGC Apprenticeship and
Journeyman Training Trust

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and INLAND NW AGC APPRENTICESHIP AND JOURNEYMAN TRAINING TRUST, whose address is 2110 N Fancher, Spokane Valley, WA 99212, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to ADMINISTER AND OPERATE A PRE-APPRENTICESHIP PROGRAM WITH A MINIMUM OF THIRTY DAYS IN LENGTH AND 120 TOTAL HOURS OF COMBINED CLASSROOM COURSEWORK AND HANDS ON CONSTRUCTION LAB EXPERIENCE. CLASSROOM MATERIALS, STIPEND, APPROPRIATE WORK CLOTHING AND TOOLBELT WITH BASIC SET OF TOOLS WILL BE PROVIDED.; and

WHEREAS, The City and the Grantee have requested a change in budget allocation;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated November 28 and 30, 2022, any previous amendments 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 Amendment shall become effective November 28, 2022.
3. **AMENDMENT.** Section 3. Budget of the contract documents is amended to read as follows:

Revised Budget	
Administration	
Admin 10% Allowable	40,000.00
Subtotal	40,000.00
Project Operations	

Tools, clothing, course materials	20,000.00
Stipend	86,000.00
Per Participant – Instruction (5 per class)	12,500.00
Support Services	22,000.00
Salaries & Wages	232,000.00
Subtotal	360,000.00
Total	400,000.00

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a “no-cost” Contract Amendment.

<p>GRANTEE</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	--

<p>ATTEST:</p> <p>_____ City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____ Assistant City Attorney</p>
---	---

Attachments that are part of this Contract Amendment:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2023

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).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Stacia Simpson	
	PHONE (A/C, No, Ext): (509) 319-2912	FAX (A/C, No):
	E-MAIL ADDRESS: Stacia.Simpson@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	
	NAIC # 41297	
INSURED Inland NW Chapter of the AGC Apprenticeship Program 2110 N Fancher Road Spokane, WA 99212	INSURER B:	
	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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7835583	7/26/2023	7/26/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CONFIRMATION OF COVERAGE

CERTIFICATE HOLDER CITY OF SPOKANE 808 W SPOKANE FALLS BLVD. SPOKANE, WA 99201	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 



< Business Lookup

License Information:

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

Entity name: INLAND NORTHWEST AGC

Business name: INLAND NW AGC

Entity type: Nonprofit Corporation

UBI #: 600-438-545

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4935 E TRENT AVE
SPOKANE WA 99212-1348

Mailing address: 4935 E TRENT AVE
SPOKANE WA 99212-1348

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 Nonprofit Business				Active	Sep-30-2024	Mar-25-2016

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

Governing people	Title
FRANCO, KELLI	
HOLECEK, BRIAN	
SIMPKINS, STEPHANIE	
WILLIAMS, JOSEPH	



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/7/2024
12:18:08 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/25/2024**Committee Agenda type:** Consent**Date Rec'd**

3/13/2024

Clerk's File #

OPR 2019-0293

Renews #**Cross Ref #****Council Meeting Date:** 04/08/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

RFP 4481-18

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

CR26137

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5300 CARAHSOFT - SALESFORCE LICENSES ANNUAL SUPPORT

Agenda Wording

Contract Renewal with Carahsoft Inc., of Reston, Virginia, who provides Salesforce licenses and support for the City's CRM System. From 05/01/2024 through 04/30/2025. Total one-time cost of \$127,864.35, plus sales tax.

Summary (Background)

The Customer Relationship Mgmt (CRM) system is the application used to track citizen engagement through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Mgmt, City Council & Streets Departments. Carahsoft supplies Salesforce licensing in support of City's Customer Relationship Mgmt (CRM). Salesforce was selected & implemented in 2019. 2023 contracted amount was \$122,663.11, plus tax. The difference from 2023 to 2024 is the contractual CPI increase.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 139,372.14

Current Year Cost \$ 139,372.14

Subsequent Year(s) Cost \$ 149,128.20

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount**Budget Account**

Expense \$ 139,372.14 with sales tax

5300-73300-18850-54820-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

Kristian.Gaddis@carahsoft.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CP Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Salesforce Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor’s Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City’s Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. Contract amount is \$139,372.14 including tax. Contracted term of 5/1/24 – 4/30/25. 2023 contracted amount was \$133,702.79 including tax. The difference from 2023 to 2024 is the contractual CPI increase.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$139,372.14</u>	
Current year cost: \$139,372.14	
Subsequent year(s) cost: 149,128.20	
Narrative: This request is for software maintenance and support which is contractually required by the software vendor.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? This software is annually budgeted.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
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?	
Not applicable – annual support & 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 support & 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 support & 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 Salesforce CRM software.



City of Spokane
CONTRACT RENEWAL
**Title: PURCHASE AND CONTRACT FOR ANNUAL
SUPPORT OF SALESFORCE CRM LICENSES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARASOFT TECHNOLOGY CORPORATION** whose address is 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190 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 Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 26, 2019, any previous amendments, renewals and / or extensions / 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 May 1, 2024 and end on April 30, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 35/100 DOLLARS (\$127,864.35)**, plus tax, in accordance with Company's Quote No. 42513151, 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 Renewal document.

4. 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.

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.

CARASOFT TECHNOLOGY CORP.

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 of Debarment
- Exhibit B – Carahsoft Technology Corp. Quote No. 42513151

**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



< Business Lookup

License Information:

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

Entity name: CARAHSOFT TECHNOLOGY CORPORATION

Business name: CARAHSOFT CORPORATION

Entity type: [Profit Corporation](#)

UBI #: 603-053-226

Business ID: 001

Location ID: 0002

Location: Active

Location address: 113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129

Mailing address: 11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Oct-31-2024	Jun-26-2018

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

Governing people	Title
ABOD, CRAIG P.	
MOORE, ROBERT	
SMITH, KRISTINA	
SZCZEPANEK, JILLIAN	

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The Business Lookup information is updated nightly. Search date and time: 1/12/2024 2:08:33 PM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2023

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).

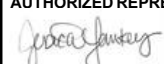
PRODUCER Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	CONTACT NAME: PHONE (A/C. No. Ext): 800-274-0268		FAX (A/C. No.):
	E-MAIL ADDRESS: certificates@MarshMMA.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Lloyds Syndicate 2623/623			55555
INSURER B: The Cincinnati Insurance Company			10677
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 714071367 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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		ENP0651059	4/19/2023	4/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber & Professional Liability			W301BF210101	8/27/2022	8/27/2023	\$5,000,000 Occ/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201	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 
--	---

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GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Carlos Plascencia
 Assistant Procurement Specialist
 City of Spokane
 808 West Spokane Falls Boulevard
 7th Floor-City Hall
 Spokane, WA 99201 USA

FROM: Kristian Gaddis
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: cplascencia@spokanecity.org

EMAIL: Kristian.Gaddis@carahsoft.com

PHONE: (509) 625-6399

PHONE: (571) 662-3423

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO:	42513151
QUOTE DATE:	01/12/2024
QUOTE EXPIRES:	04/25/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$127,864.35
WA Tax	\$11,507.79
TOTAL QUOTE:	\$139,372.14

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200012637	Service Cloud - Enterprise Edition Start Date: 05/01/2024 End Date: 04/30/2025		\$1,778.82	OM 55	\$97,835.10
2	200005833	Customer Community - Enterprise Edition - Logins (Per Month) Start Date: 05/01/2024 End Date: 04/30/2025		\$9.9722	OM 1,001	\$9,982.17
3	200000008	Knowledge Start Date: 05/01/2024 End Date: 04/30/2025		\$847.06	OM 2	\$1,694.12
4	200000147	Heroku - 1 Dyno Unit (Per Month) Start Date: 05/01/2024 End Date: 04/30/2025		\$508.24	OM 5	\$2,541.20
5	200000009	Live Agent Start Date: 05/01/2024 End Date: 04/30/2025		\$847.06	OM 12	\$10,164.72
6	200000204	Data Storage (500MB) Start Date: 05/01/2024 End Date: 04/30/2025		\$1,411.76	OM 4	\$5,647.04
SUBTOTAL:						\$127,864.35
TOTAL PRICE:						\$127,864.35
WA Tax						\$11,507.79
TOTAL QUOTE:						\$139,372.14



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



****ATTENTION** PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING****
- Quote #42513151

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 7% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/25/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 04/15/2024**Submitting Dept**

CITY ATTORNEY

Project #**Contact Name/Phone**

MICHAEL 6237

Bid #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0500 RESOLUTION APPROVING INDEMNIFICATION

Agenda Wording

Resolution Approving Indemnification and Defense of Employees of City of Spokane

Summary (Background)

Wall Street Apartments, LLC, et. al., have sued the City, Luis Garcia, Dermott Murphy, Lance Dahl, Brian Schaeffer, Nathan Mulkey, Jason Ruffing, Frank Sandall, and Brett Phebus in United States District Court. The resolution formalizes the City's obligation to provide defense and indemnity of its employees who are engaged in the good faith performance of their official duties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart and CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Approving Indemnification and Defense of Employees of City of Spokane
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Wall Street Apartments, LLC and Alaa Elkharwily, have sued the City, Luis Garcia, Dermott Murphy, Lance Dahl, Brian Schaeffer, Nathan Mulkey, Jason Ruffing, Frank Sandall, and Brett Phebus in United States District Court. At times relevant, all individual defendants were employees of the City and, based on the information known at this time, engaged in the good faith performance of the duties for the City. The resolution formalizes the City's obligation to provide defense and indemnity of its employees who are engaged in the good faith performance of their official duties.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost: Narrative: <u>N/a</u> Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A 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? <u>N/A</u>	
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? <u>N/A</u>	
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

Resolution No. _____

Resolution Approving Indemnification
and
Defense of Employees of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, WALL STREET APARTMENTS, LLC and ALAA ELKHARWILY, have sued LUIS GARCIA, DERMOTT MURPHY, LANCE DAHL, BRIAN SCHAEFFER, NATHAN MULKEY, JASON RUFFING, FRANK SANDALL, and BRETT PHEBUS in the United States District Court for the Eastern District of Washington, Cause No. 2:23-cv-0262-TOR; and

WHEREAS, at all times relevant, Defendants Luis Garcia, Dermott Murphy, Lance Dahl, Brian Schaeffer, Nathan Mulkey, Jason Ruffing, Frank Sandall, and Brett Phebus were employees of the City of Spokane; and

WHEREAS, based on information currently available, the City believes the allegations made in the referenced lawsuit have to do with conduct while performing, or in good faith purporting to perform, their official duties and occurring solely because of the performance of the above-referenced employees' duties for the City of Spokane; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that LUIS GARCIA, DERMOTT MURPHY, LANCE DAHL, BRIAN SCHAEFFER, NATHAN MULKEY, JASON RUFFING, FRANK SANDALL, and BRETT PHEBUS shall be defended by attorneys for the City of Spokane in connection with the matters identified above and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s).

Adopted _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney