

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Seventh Updated Proclamation 20-28.7, dated July 8, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through August 1, 2020.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on July 13, 2020. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **(to be filled in when the Advance Agenda is converted to Current)** for the 3:30 p.m. Briefing Session or **(to be filled in when the Advance Agenda is converted to Current)** for the 6:00 p.m. Legislative Session; when prompted; meeting password is **(to be filled in when the Advance Agenda is converted to Current)**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be open at 5:00 p.m. on Monday, July 13, 2020, and will close at 6:00 p.m. At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

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

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

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

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 20, 2020

### MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## **CITY COUNCIL BRIEFING SESSION**

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel.

### **ADDRESSING THE COUNCIL**

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

**SPEAKING TIME LIMITS:** Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

## ADMINISTRATIVE SESSION

## CONSENT AGENDA

**REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |   |                |               |
|---|----------------|---------------|
| 1. Purchases from Pape Machinery (Spokane, WA) for the Wastewater Department using Sourcewell Contract #32119-JDC of:   | Approve<br>All |               |
| a. One Excavator—\$182,932.85 (incl. tax).  |                | OPR 2020-0582 |
| b. One Mini Excavator—\$79,751.24 (incl. tax).  |                | OPR 2020-0583 |
| <b>David Paine</b>  |                |               |
| 2. Value Blanket increase for Fleet Services for the purchase of Automotive Filters—\$90,000.   | Approve        | OPR 2020-0147 |
| <b>David Paine</b>  |                |               |
| 3. Contract Renewal with Hyland Software, Inc. (Westlake, OH) for Annual Software Maintenance and Support for the City's OnBase document imaging system from April 1, 2020, through March 31, 2021—\$68,041.67 (incl. tax). | Approve        | OPR 2015-0013 |
| <b>Michael Sloon</b>  |                |               |
| 4. Memorandum Of Understanding with the Spokane County Public Defenders' Office to exchange conflict of interest cases, including felony conflict cases, to the City—\$72,000 revenue.                                      | Approve        | OPR 2020-0585 |
| <b>Kathy Knox</b>   |                |               |

5. Accept an increase in Housing and Essential Needs (HEN) funding from the Washington State Department of Commerce and amend the City's grant agreement with Goodwill as the HEN operator—\$944,144. (Relates to Special Budget Ordinance C35919.)  
**Matt Davis** Approve OPR 2019-0271
6. Report of the Mayor of pending: Approve & Authorize Payments CPR 2020-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2020, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
- b. Payroll claims of previously approved obligations through\_\_\_\_\_, 2020: \$\_\_\_\_\_. CPR 2020-0003
7. City Council Meeting Minutes: \_\_\_\_\_, 2020. Approve All CPR 2020-0013

---

## EXECUTIVE SESSION

(Closed Session of Council)

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

---

## CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)  
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

---

## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

## **ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **NO BOARDS AND COMMISSIONS APPOINTMENTS**

## **ADMINISTRATIVE REPORT**

---

### **COUNCIL COMMITTEE REPORTS**

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

---

### **OPEN FORUM – WILL NOT BE HELD**

---

## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35919 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**Housing & Essential Needs**

**FROM:** Contractual Services, \$944,144;

**TO:** Various Accounts, same amount.

(This action provides funding for rental assistance for homeless and at-risk households with qualifying short or long-term disabilities through the Housing and Essential Needs Program.)

(Relates to Consent Agenda Item No. 5.) (Council Sponsor: Council President Beggs)

**Tim Sigler**

### **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2020-0047**      Setting hearing before City Council for August 17, 2020, for the vacation of portions of Cleveland Avenue and Nevada Street as requested by Catholic Charities in order to accommodate a 72-unit apartment complex. (Council Sponsor: Council President Beggs)

**Eldon Brown**

## **NO FIRST READING ORDINANCES**

---

## **SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

---

**Motion to Approve Advance Agenda for July 20, 2020  
(per Council Rule 2.1.2)**

---

## **ADJOURNMENT**

**The July 20, 2020, Regular Legislative Session of the City Council is adjourned to July 27, 2020.**

---

## **NOTES**

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

07/20/2020

Date Rec'd

7/7/2020

Clerk's File #

OPR 2020-0582

Renews #Submitting Dept

FLEET OPERATIONS

Cross Ref #Contact Name/Phone

DAVID PAINE 6256878

Project #Contact E-Mail

DPAINE@SPOKANECITY.ORG

Bid #Agenda Item Type

Purchase w/o Contract

Requisition #

RE19420

Agenda Item Name

5100 PURCHASE OF EXCAVATOR

Agenda Wording

Fleet Services would like to purchase one (1) Excavator for the Wastewater Department using Sourcewell Contract #032119-JDC for \$182,932.85 including Tax, from Pape Machinery, Spokane, WA.

Summary (Background)

The excavator will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of an excavator for the Wastewater Department. Funding for this is available in the Wastewater Department Fund.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ \$182,932.85

# 431043113943505640199999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PAINE, DAVID

Study Session\Other

7/13/2020

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

tprince, mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

WASTEWATER  
MANAGEMENT

GENNETT, RAYLENE

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Excavator
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase one (1) Excavator for the Wastewater Department using Sourcewell Contract #032119-JDC for \$182,932.85 including Tax, from Pape Machinery, Spokane, WA.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The excavator will replace equipment that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of an excavator for the Wastewater Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Wastewater Department Fund.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Quote Id: 21250971

---

Prepared For:  
**CITY OF SPOKANE WASTEWATER MANAGEMENT**



Prepared By: **REESE DICKINSON**

Pape Machinery, Inc.  
W 6210 Rowand Road  
Spokane, WA 99224

Tel: 509-838-5252

Mobile Phone: 509-995-9858

Fax: 509-558-2485

Email: [rdickinson@papemachinery.com](mailto:rdickinson@papemachinery.com)

Offer Expires: 31 March 2020

---

*Confidential*



**MACHINERY**

**Quote Summary**

**Prepared For:**

CITY OF SPOKANE WASTEWATER MANAGEMENT  
909 E Sprague Ave  
Spokane, WA 99202  
Business: 509-625-7900

**Prepared By:**

REESE DICKINSON  
Pape Machinery, Inc.  
W 6210 Rowand Road  
Spokane, WA 99224  
Phone: 509-838-5252  
Mobile: 509-995-9858  
rdickinson@papemachinery.com

**Build code 3205: 600MM Steel Tracks w/ 2490  
mm Backfill Blade**

**Quote Id:** 21250971

**Expiration Date:** 31 March 2020

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 135G FT4 EXCAVATOR	\$ 282,536.86 X	1 =	\$ 282,536.86
2020 Sourcewell Muni Discount 36% off list	\$ -87,006.24 X	1 =	\$ (87,006.24)

**Equipment Total** **\$ 195,530.62**

<b>Trade In Summary</b>	<b>Qty</b>	<b>Each</b>	<b>Extended</b>
2004 CATERPILLAR 314C - CAT0314CCPCA00242	1	\$ 30,000.00	\$ 30,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 30,000.00

**Trade In Total** **\$ 30,000.00**

**Quote Summary**

Equipment Total	\$ 195,530.62
Trade In	\$ (30,000.00)
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
SubTotal	\$ 165,530.62
Sales Tax - (8.90%)	\$ 17,402.23
Total	\$ 182,932.85
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 182,932.85</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

*Confidential*

# Selling Equipment


**MACHINERY**

Quote Id: 21250971

Customer: CITY OF SPOKANE WASTEWATER MANAGEMENT

JOHN DEERE 135G FT4 EXCAVATOR				
Hours:				
Stock Number:				
				<b>Selling Price</b>
				\$ 282,536.86
Code	Description	Qty	Unit	Extended
05P1FF	135G FT4 EXCAVATOR	1	\$ 200,332.00	\$ 200,332.00
<b>Standard Options - Per Unit</b>				
170C	JDLINK Ultimate - 5 Year Subscription	1	\$ 0.00	\$ 0.00
3205	600 mm (24in.) Track Shoes	1	\$ 15,511.00	\$ 15,511.00
6835	One Piece Boom with Arm Cylinder and Plumbing	1	\$ 14,978.00	\$ 14,978.00
7160	Arm with Bucket Cylinder and Linkage	1	\$ 10,863.00	\$ 10,863.00
<b>Standard Options Total</b>				<b>\$ 41,352.00</b>
<b>Dealer Attachments</b>				
EXC	36" Dig Bucket	1	\$ 4,531.25	\$ 4,531.25
EXC	48" clean up bucket with BOCE	1	\$ 5,875.00	\$ 5,875.00
EXC	36" ACE compaction wheel	1	\$ 12,787.50	\$ 12,787.50
EXC	PSM thumb, installed	1	\$ 9,476.25	\$ 9,476.25
EXC	Hydraulic quick coupler, installed	1	\$ 7,731.25	\$ 7,731.25
<b>Dealer Attachments Total</b>				<b>\$ 40,401.25</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 2,500.00	\$ 2,500.00
	Setup	1	\$ 875.00	\$ 875.00
	Service/Parts Manuals	1	\$ 900.00	\$ 900.00
<b>Other Charges Total</b>				<b>\$ 4,275.00</b>
<b>Suggested Price</b>				<b>\$ 286,360.25</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -3,823.39</b>	<b>\$ -3,823.39</b>
<b>Total Selling Price</b>				<b>\$ 282,536.86</b>

## 2020 Sourcewell Muni Discount 36% off list

Hours: 0

Stock Number:

**Selling Price**

\$ -87,006.24



# Selling Equipment



**MACHINERY**

Quote Id: 21250971

Customer: CITY OF SPOKANE WASTEWATER MANAGEMENT

Code	Description	Qty	Unit	Extended
1111		1	\$ -87,006.24	\$ -87,006.24
<b>Suggested Price</b>				<b>\$ -87,006.24</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ -87,006.24</b>

# Trade In

**MACHINERY**

Quote Id: 21250971

Customer: CITY OF SPOKANE WASTEWATER MANAGEMENT

<b>2004 CATERPILLAR 314C</b> <b>SN# CAT0314CCPCA00242</b>	
<b>Machine Details</b>	
<b>Description</b> 2004 CATERPILLAR 314C SN# CAT0314CCPCA00242 Your Trade In Description	<b>Net Trade Value</b> \$ 30,000.00
<b>Additional Options</b>	
<b>Hour Meter Reading</b>	2309
<b>Total</b>	<b>\$ 30,000.00</b>

## TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

**2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

**3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

**4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

**5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

**6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.

**7. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

**8. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**9. Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

**10. Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

**11. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

**12. Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



## JDLink Account Setup Form

**THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.**

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

### JDLink Admin Information

First Name

Last Name

E-mail Address

**Ask customer if they have an existing MyJohnDeere/JDLink Account**

**Sales Admin Initials**

**MJD/JDLink Username**

### Opt Out of Active Data Monitoring

☐ **Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

**By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.**



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 6/4/2020	<b>Type of expenditure:</b> Goods
<b>Department:</b> Wastewater Maintenance	
<b>Approving Supervisor:</b> Mike Lowdon	
<b>Amount of proposed Expenditure:</b> 1,842,000	
<b>Funding Source:</b> Wastewater 2020 budget	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
<b>Why is this expenditure necessary now?</b>	
Replacement of aging vehicles per the 6 year capital plan!	
<b>What are the impacts if expenses are deferred?</b>	
Increased maintenance costs and down time!	
<b>What alternatives resources have been considered?</b>	
none	
<b>Description of the goods or service and any additional information.</b>	
Equipment includes 1 mechanical rodder, 1 service truck, 1 tank truck, 1 medium excavator, 1 mini excavator, 1 combo sewer cleaner, 1 F150 pickup	
<b>Person Submitting Form/Contact:</b> Mike Lowdon	
<b>CITY ADMINISTRATOR APPROVAL:</b>	<b>BUDGET APPROVAL:</b>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:  
  
 9C38E3376992442...

6/15/2020

DocuSigned by:  
  
 CBC812B631244E9...

6/15/2020

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

07/20/2020

Date Rec'd

7/7/2020

Clerk's File #

OPR 2020-0583

Renews #Submitting Dept

FLEET OPERATIONS

Cross Ref #Contact Name/Phone

DAVID PAINE 6256878

Project #Contact E-Mail

DPAINE@SPOKANECITY.ORG

Bid #Agenda Item Type

Purchase w/o Contract

Requisition #

RE19421

Agenda Item Name

5100 PURCHASE OF MINI EXCAVATOR

Agenda Wording

Fleet Services would like to purchase one (1) Mini Excavator for the Wastewater Department using Sourcewell Contract #032119-JDC for \$79,751.24 including Tax, from Pape Machinery, Spokane, WA.

Summary (Background)

The mini excavator will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a mini excavator for the Wastewater Department. Funding for this is available in the Wastewater Department Fund.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 79,751.24

# 431043113943505640199999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PAINE, DAVID

Study Session\Other

7/13/2020

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

tprince, mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

WASTEWATER  
MANAGEMENT

GENNETT, RAYLENE

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Mini Excavator
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase one (1) Mini Excavator for the Wastewater Department using Sourcewell Contract #032119-JDC for \$79,751.24 including Tax, from Pape Machinery, Spokane, WA.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The mini excavator will replace equipment that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of a mini excavator for the Wastewater Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is available in the Wastewater Department Fund.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Quote Id: 21248571

---

Prepared For:  
**CITY OF SPOKANE WASTEWATER MANAGEMENT**



Prepared By: **REESE DICKINSON**

Pape Machinery, Inc.  
W 6210 Rowand Road  
Spokane, WA 99224

Tel: 509-838-5252  
Mobile Phone: 509-995-9858  
Fax: 509-558-2485  
Email: [rdickinson@papemachinery.com](mailto:rdickinson@papemachinery.com)

Offer Expires: 31 March 2020

---

*Confidential*



**MACHINERY**

### Quote Summary

**Prepared For:**

CITY OF SPOKANE WASTEWATER MANAGEMENT  
909 E Sprague Ave  
Spokane, WA 99202  
Business: 509-625-7900

**Prepared By:**

REESE DICKINSON  
Pape Machinery, Inc.  
W 6210 Rowand Road  
Spokane, WA 99224  
Phone: 509-838-5252  
Mobile: 509-995-9858  
rdickinson@papemachinery.com

**Quote Id:** 21248571

**Expiration Date:** 31 March 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 60G Compact Excavator	\$ 99,037.66 X	1 =	\$ 99,037.66
2020 Sourcewell Muni discount 30% off list	\$ -25,804.20 X	1 =	\$ (25,804.20)
<b>Equipment Total</b>			<b>\$ 73,233.46</b>

### Quote Summary

Equipment Total	\$ 73,233.46
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
SubTotal	\$ 73,233.46
Sales Tax - (8.90%)	\$ 6,517.78
Total	\$ 79,751.24
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 79,751.24</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

*Confidential*

# Selling Equipment


**MACHINERY**

Quote Id: 21248571

Customer: CITY OF SPOKANE WASTEWATER MANAGEMENT

## JOHN DEERE 60G Compact Excavator

Hours:

Stock Number:

				<b>Selling Price</b>
				\$ 99,037.66
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
0071FF	60G Compact Excavator	1	\$ 77,990.00	\$ 77,990.00
<b>Standard Options - Per Unit</b>				
3125	Rubber Track	1	\$ 0.00	\$ 0.00
7120	Long Arm and Extra Counterweight	1	\$ 1,781.00	\$ 1,781.00
8185	ROPS / FOPS Cab	1	\$ 6,243.00	\$ 6,243.00
<b>Standard Options Total</b>				<b>\$ 8,024.00</b>
<b>Dealer Attachments</b>				
BYT10992	24 in. (610 mm) Heavy Duty 5 Tooth Bucket; 7.5 cu. ft.	1	\$ 1,310.00	\$ 1,310.00
BYT10997	36" Clean up bucket with BOCE, PSM	1	\$ 1,729.66	\$ 1,729.66
AT349585	Hydraulic Clamp, Long Arm - Factory Installation Fee	1	\$ 671.00	\$ 671.00
BYT10171	Hydraulic GREY Clamp	1	\$ 1,898.00	\$ 1,898.00
AT452558	Hydraulic Quick Coupler	1	\$ 2,793.00	\$ 2,793.00
AT461031	Hydraulic Quick Coupler - Factory Installation Fee	1	\$ 1,772.00	\$ 1,772.00
<b>Dealer Attachments Total</b>				<b>\$ 10,173.66</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 2,250.00	\$ 2,250.00
	Setup	1	\$ 600.00	\$ 600.00
	Service/Parts Manuals	1	\$ 900.00	\$ 900.00
<b>Other Charges Total</b>				<b>\$ 3,750.00</b>
<b>Suggested Price</b>				<b>\$ 99,937.66</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -900.00</b>	<b>\$ -900.00</b>
<b>Total Selling Price</b>				<b>\$ 99,037.66</b>

**2020 Sourcwell Muni discount 30% off list**



# Selling Equipment



**MACHINERY**

Quote Id: 21248571

Customer: CITY OF SPOKANE WASTEWATER MANAGEMENT

Hours:		0		
Stock Number:				
				<b>Selling Price</b>
				\$ -25,804.20
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
SRCW		1	\$ -25,804.20	\$ -25,804.20
<b>Suggested Price</b>				<b>\$ -25,804.20</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ -25,804.20</b>

## TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

**2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

**3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

**4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

**5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

**6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.

**7. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

**8. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**9. Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

**10. Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

**11. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

**12. Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



# Expenditure Control Form

## All Expenditures \$100,000 or more

<b>Today's Date:</b> 6/4/2020	<b>Type of expenditure:</b> Goods
<b>Department:</b> Wastewater Maintenance	
<b>Approving Supervisor:</b> Mike Lowdon	
<b>Amount of proposed Expenditure:</b> 1,842,000	
<b>Funding Source:</b> Wastewater 2020 budget	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
<b>Why is this expenditure necessary now?</b>	
Replacement of aging vehicles per the 6 year capital plan!	
<b>What are the impacts if expenses are deferred?</b>	
Increased maintenance costs and down time!	
<b>What alternatives resources have been considered?</b>	
none	
<b>Description of the goods or service and any additional information.</b>	
Equipment includes 1 mechanical rodder, 1 service truck, 1 tank truck, 1 medium excavator, 1 mini excavator, 1 combo sewer cleaner, 1 F150 pickup	
<b>Person Submitting Form/Contact:</b> Mike Lowdon	
<b>CITY ADMINISTRATOR APPROVAL:</b>	<b>BUDGET APPROVAL:</b>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:  
  
 9C38E3376992442...

6/15/2020

DocuSigned by:  
  
 CBC812B631244E9...

6/15/2020

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

07/20/2020

Date Rec'd

7/8/2020

Clerk's File #

OPR 2020-0147

Renews #Cross Ref #Submitting Dept

FLEET OPERATIONS

Contact Name/Phone

DAVID PAINE 6256878

Project #Contact E-Mail

DPAINE@SPOKANECITY.ORG

Bid #Agenda Item Type

Purchase w/o Contract

Requisition #

VB300771

Agenda Item Name

5100 ADDITIONAL FUNDS FOR AUTOMOTIVE FILTER VB

Agenda Wording

Fleet Services would like to increase the Automotive Filters Value Blanket dollar amount to \$90,000 for the purchase of Automotive Filters.

Summary (Background)

The Automotive Filters Value Blanket allows Fleet Services to purchase necessary automotive filters for the City Fleet to keep the vehicles in working order. We recommend approval to add funds to the Automotive Filters Value Blanket. Funding for this is included in the Fleet Department budget.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 90,000

# 5100-71700-48348-53211-55660-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PAINE, DAVID

Study Session\Other

7/13/2020

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

tprince, mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Value Blanket for Automotive Filters Dollar Increase
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to increase the Automotive Filters Value Blanket dollar amount to \$90,000 for the purchase of Automotive Filters.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Automotive Filters Value Blanket allows Fleet Services to purchase necessary automotive filters for the City Fleet to keep the vehicles in working order.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval to add funds to the Automotive Filters Value Blanket.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Fleet Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 23 June 2020 **Type of expenditure:** Goods ☒ Services ☐

**Department:** Fleet Services

**Approving Supervisor:** Jon S Kowitz

**Amount of Proposed Expenditure:** \$90,000

**Funding Source:** 5100-71700-48348-53211-55660

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Parts are needed to maintain proper maintenance schedules on city vehicles and equipment.

**What are the impacts if expenses are deferred?**

Vehicle failures would increase and will likely result in work stoppages for several departments around the city.

**What alternative resources have been considered?**

Other vendors (Kenworth, NAPA) have higher pricing for the same /equivalent filters.

**Description of the goods or service and any additional information?**

filtration elements for vehicle maintenance.

**Person Submitting Form/Contact:** Jon S Kowitz

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace* \_\_\_\_\_  
CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

6/23/2020

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

07/20/2020

<u>Date Rec'd</u>	7/8/2020
<u>Clerk's File #</u>	OPR 2015-0013
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21807
<u>Agenda Item Name</u>	5300 HYLAND ANNUAL SOFTWARE MAINTENANCE AND SUPPORT		

Agenda Wording

Contract with Hyland Software, Inc for Annual Software Maintenance and Support for the City's Onbase document imaging system. Requesting \$68,041.67 including tax for the renewal of this contract. Term is April 1, 2020 - March 31, 2021.

Summary (Background)

This contract was originally presented to Committee on March 9, 2020. Following Council's initial approval of the contract on March 16, 2020, Hyland declined to sign and requested a revision to the contract amount. The originally approved contract amount was \$68,348.90. The revised lower amount is \$68,041.67. Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 68,041.67	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FINCH, ERIC	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		hylandcontracts@onbase.com	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Hyland Software, Inc. Annual Software Maintenance and Support
<b>Date:</b>	July 13, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, msloon@spokanecity.org, 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – OnBase Annual Software Maintenance and Support  Utilizing Budget Account # 5300-73300-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	April 1, 2020 – March 31, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<b>Background/History:</b> <p>This contract was originally presented to Committee on March 9, 2020. Following Council's initial approval of the contract on March 16, 2020, Hyland declined to sign and requested a revision to the contract amount. The originally approved contract amount was \$68,348.90. The revised lower amount is \$68,041.67.</p> <p>Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. 2019 contracted amount was \$67,951.14.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Hyland Software, Inc. for Annual Software Maintenance and Support of the City's OnBase document imaging system.</li> <li>Requesting \$68,041.67 including tax for the renewal of this contract.</li> <li>Term is April 1, 2020 – March 31, 2021</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT**

Title: **ONBASE SOFTWARE  
SUPPORT AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **HYLAND SOFTWARE, INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall perform SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM as set forth in Company's January 9, 2020 INVOICE attached as Exhibit B in accordance with the OnBase® Information Management System Software Maintenance Agreement executed between the parties and dated January 14, 2015 ("Maintenance Agreement"), attached as Exhibit C. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin April 1, 2020 and run through March 31, 2021 ("Current Maintenance Term"), unless terminated sooner. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.
3. **COMPENSATION.** The City shall pay the Company a maximum annual amount for the Current Maintenance Term not to exceed **SIXTY EIGHT THOUSAND FORTY ONE AND 67/100 DOLLARS (\$68,041.67)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a \$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 \$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 of the General Liability insurance coverage(s) without thirty (30) days written notice except with respect to nonpayment of premium from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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 tangible 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. 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 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.

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 <http://bls.dor.wa.gov> or 1-800-451-7985 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, City will give Company notice and Company 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.

**HYLAND SOFTWARE, INC.**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment  
Exhibit B – Hyland Software, Inc.'s January 9, 2020 Invoice  
Exhibit C – Software Maintenance Agreement

20-017a

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

**EXHIBIT B**  
**Hyland Invoice**

**EXHIBIT C**  
**Software Maintenance Agreement**



Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
United States of America

## EXHIBIT B

## MAINTENANCE INVOICE

LE01-134952

**BILL TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

**SHIP TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

<b>INVOICE DATE</b>	01/09/2020
<b>PO NUMBER</b>	
<b>DUE DATE</b>	03/31/2020
<b>FEDERAL TAX ID</b>	34-1699247
<b>BILL TO CUSTOMER NO.</b>	10294

Customer No.	Customer Name	Version	Salesperson
10294	City of Spokane, WA		

*Maintenance Period:* 04/01/2020 - 03/31/2021

	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees	1	62,480.81	62,480.81

### Electronic Remittance Information

Mail Checks to: Hyland Software, Inc. 28500 Clemens Rd Westlake, OH 44145	<i>Wire Transfer:</i> Swift Code: KEYBUS33 Routing No: 041001039 Account No: 359681326518 Account Name: Hyland Software, Inc.
--	---

Subtotal	62,480.81 USD
Tax	5,560.86 USD
<b>Total Invoice Amount</b>	<b>68,041.67 USD</b>
<b>Balance Due</b>	<b>68,041.67 USD</b>

For billing inquiries, please call 1-440-788-6632 or email [renew@hyland.com](mailto:renew@hyland.com).

To make a payment, please call 1-440-788-5045 and select Option 1 for Accounts Receivable or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com).

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [renew@hyland.com](mailto:renew@hyland.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received more than 30 days after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.

**OnBase® Information Management System  
SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made and entered into effective as of the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the "Effective Date"), by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and City of Spokane, WA, with its principal offices at 808 W Spokane Falls Boulevard, Spokane, Washington 99201 ("Licensee").

RECITAL:

A. Hyland has licensed to Licensee the Software specified in Hyland's OnBase® End User License Agreement with Licensee (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to purchase, and Hyland is willing to provide, Maintenance and Support for such Software in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software or Extended Support Software for a maintenance period.

(b) Documentation. "Documentation" means the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software.

(c) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.

(d) Error Correction Services. "Error Correction Services" means Hyland's services described in Section 2.1(b).

(e) EULA. "EULA" is defined in the recital to this Agreement.

(f) Initial Maintenance Period. "Initial Maintenance Period" means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee's direction) actually applies the initial Production Certificate to the initial Software; or (2) the sixtieth (60<sup>th</sup>) day after the Production Certificate is first made available to Licensee for electronic download by Hyland.

(g) Maintenance and Support. "Maintenance and Support" means:

(1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d); or

(2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with Section 2.1(d).

Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement.

(h) Software. "Software" means the OnBase® Information Management System software licensed by Licensee from Hyland under the EULA.

(i) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period under this Agreement:

(1) "Supported Software" means the current released version of the Software and any other version of such Software that is not Extended Support Software or Retired Software.

(2) "Extended Support Software" means any version of the Software which is identified on Hyland's secure end user web site (currently <https://www.hyland.com/community>) as being subject to extended support.

(3) "Retired Software" means any version of the Software which is identified on Hyland's secure end user web site as being retired.

Hyland will specify on its end user web site Software versions are Extended Support Software or Retired Software. The effective date of such change will be twelve (12) months after the date Hyland initially posts the status change on its end user web site.

(j) Technical Support Services. "Technical Support Services" means Hyland's services described in Section 2.1(a).

(k) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland makes available to Licensee or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

## 2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee's payment of the applicable Annual Maintenance Fees, Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Hyland to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), Hyland will provide telephone or online Technical Support Services related to problems reported by Licensee and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software.

(2) Technical Support Services are not available for Retired Software.

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Licensee. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction.

(2) During any time outside of Regular Technical Support Hours, Hyland will receive and initially respond to reports of Errors in Supported Software by Licensee only to the extent that the

Supported Software is inaccessible or the functionality of the Supported Software is substantially impaired, in either case in Licensee's production environment, and Licensee's business operations are materially adversely impacted by such circumstances. Reports of Errors outside of Regular Technical Support Hours will be made by calling Hyland's regular telephone support number and using Hyland's after hours paging system. Hyland's designated support engineer on call will contact Licensee regarding the problem within three (3) hours after the page. Licensee will not call outside of Regular Technical Support Hours for any other purpose or in any other circumstances. Hyland reserves the right to notify Licensee that it is making unauthorized use of Maintenance and Support outside of Regular Technical Support Hours and to terminate the provision thereof after such notice is given, unless Licensee pays Hyland for such continued after-hours Maintenance and Support at the rate of \$187.50 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support until Regular Technical Support Hours on the next business day.

(3) Error Correction Services are not available for Extended Support Software or Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Technical Support Services. In requesting Technical Support Services, Licensee will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with Hyland's then-applicable reporting policies. Hyland's current policies require Licensee to report such a problem or question only during Regular Technical Support Hours and either by telephone, using Hyland's regular technical support telephone line (440-788-5600), or by e-mail, using Hyland's regular technical support e-mail address (support@onbase.com).

(2) Error Correction Services. In reporting any suspected Errors in Supported Software, Licensee shall provide prompt notice of any Errors in Supported Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Licensee to report Errors by telephone using Hyland's regular technical support telephone line (440-788-5600) or by e-mail using Hyland's regular technical support e-mail address (support@onbase.com), except that outside of Regular Technical Support Hours all qualified suspected Errors must be reported by telephone. If requested by Hyland, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the detection, confirmation and correction of such Errors.

(d) Upgrades and Enhancements.

(1) Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently <https://www.hyland.com/community>), all Upgrades and Enhancements, if and when released during the term of this Section 2 of this Agreement. Licensee acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its end users.

(2) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

(3) In the case of Extended Support Software, the only Upgrade and Enhancement available is a full Upgrade and Enhancement to the latest released version of Supported Software.

(4) Upgrades and Enhancements are not available for Retired Software.

(e) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software or Extended Support Software, as applicable. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.

(f) On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, means of communication and the appropriate communications software as specified by Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support.

## 2.2 Exclusions.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Licensee fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Licensee with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products (as defined hereinbelow) delivered under any work agreement. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services.

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Hyland.

## 2.3 Certain Other Responsibilities of Licensee.

(a) Operation of the Software and Related Systems. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.4 Professional Services for Projects Not Covered by Technical Support Services or Error Correction Services. If Licensee requests technical services related to the Software that Hyland is not obligated to provide under this Agreement, and Hyland nevertheless agrees to provide such requested services, then in any such case Licensee agrees that such services shall not be covered by this Agreement or the Annual Maintenance Fees and such services only shall be engaged and provided pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

### 3. **PURCHASE ORDERS.**

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by Hyland.

### 4. **FEES, PAYMENTS, CURRENCY AND TAXES.**

(a) Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software or Extended Support Software for the applicable maintenance period. For the first maintenance period of this Agreement applicable to a Supported Software or Extended Support Software module, Hyland shall invoice Licensee for Annual Maintenance Fees promptly upon Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software. Licensee shall pay each such invoice in full net 30 days from the invoice date. For renewal maintenance periods under this Agreement, Hyland shall invoice Licensee for Annual Maintenance Fees at least forty-five (45) days prior to the end of the then-current maintenance period. If Licensee elects to renew Maintenance and Support, Licensee shall pay each such invoice in full prior to the commencement date of the maintenance period to which such Annual Maintenance Fees relate. In the event that any maintenance period under this Agreement for a Supported Software or Extended Support Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the 15<sup>th</sup> day of such month).

(b) Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Licensee (other than taxes on Hyland's income). In the event Licensee is required by law to withhold taxes, Licensee agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Licensee, Licensee agrees to reimburse Hyland within thirty (30) days after Hyland notifies Licensee in writing of such remittance. Licensee agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee, where such certificates are applicable.

(c) Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Licensee notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 10(a) of this Agreement to seek resolution of the dispute.

(d) Certain Remedies for Non-Payment or for Late Payment. At the election of Hyland, exercisable by written notice to Licensee, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due

through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of Maintenance and Support, including the delivery of any Upgrades and Enhancements, to Licensee unless and until such default shall have been cured.

(e) U.S. Dollars. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement to Hyland shall be made in, U.S. dollars.

## **5. LIMITED WARRANTY.**

(a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a) ABOVE, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT OR ANY UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES OR UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(d) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

## **6. LIMITATIONS OF LIABILITY.**

IN NO EVENT SHALL HYLAND'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO HYLAND UNDER THIS AGREEMENT DURING THE CURRENT MAINTENANCE PERIOD OF THIS AGREEMENT WHEN THE EVENTS OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OCCUR OR ARISE. IN NO EVENT SHALL HYLAND BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES

RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF HYLAND HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

## 7. TERM AND TERMINATION.

### 7.1 Term.

(a) Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(g) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for one or more successive additional maintenance periods only by mutual agreement of the parties as follows: (1) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (2) thereafter, annually on a calendar year by calendar year basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees. In the case of any additional Supported Software or Extended Support Software that is licensed by Licensee at any time after the commencement of a maintenance period under this Agreement, the first maintenance period applicable to such additional Software under this Agreement shall commence on the date of Hyland's acceptance of the purchase order under which Licensee has ordered Maintenance and Support for such Software and shall end simultaneously with the end of the then current maintenance period covering the other Supported Software or Extended Support Software. Notwithstanding anything to the contrary, this Agreement shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

(b) Reinstatement. In the event of the termination of this Agreement either by Customer's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1(b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred ten percent (110%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

**EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 7.1(b), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.**

### 7.2 Early Termination by Licensee.

(a) For Convenience. At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) For Cause. Licensee shall be entitled to give written notice to Hyland of any breach by Hyland or other failure by Hyland to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Hyland to cure the breach or non-compliance. If Hyland has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

7.3 Termination by Hyland For Cause. Hyland shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), any breach or non-compliance within thirty (30) calendar days after receipt of such written notice, Hyland shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

7.4 Certain Effects or Consequences of Termination: Survival of Certain Provisions.

(a) Limited Refund of Annual Maintenance Fees. In the event Licensee has terminated this Agreement in accordance with the provisions of Section 7.2(b), so long as Licensee has complied in all material respects with its obligations under this Agreement and is current on all payment obligations under this Agreement, Licensee shall be entitled to a refund from Hyland of the "unused portion of the Annual Maintenance Fees" for the then-current maintenance period. For these purposes, the "unused portion of the Annual Maintenance Fees" shall mean that portion of the Annual Maintenance Fees paid by Licensee, with respect to the maintenance period during which such termination of this Agreement is effective, equal to the total of such Annual Maintenance Fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current maintenance period that remain until the end of such then-current period, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current maintenance period determined without regard to such termination.

(b) Survival of Certain Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 2.1(d)(2) (as it relates to title and ownership), Section 5(c) and (d), Section 5, Section 6, Section 7, Section 9 and Section 10.

8. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 8 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 8 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

9. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

10. **GENERAL PROVISIONS.**

(a) Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support.

(h) Subcontracting. Hyland may subcontract all or any part of Maintenance and Support. Hyland shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be


adequate for Hyland's protection and, accordingly, Hyland shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

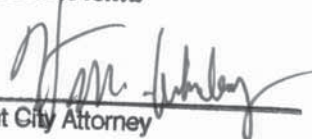
(l) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

**CITY OF SPOKANE, WA**

By:   
Print Name: David A Condon  
Title: Mayor  
Date: 1-9-15

**Approved as to form:**

  
Assistant City Attorney

**HYLAND SOFTWARE, INC.**

By:  
Print Name:  
Title:  
Date:

Hyland Legal

Approved By:  
Date:

Attest:   
Spokane City Clerk

**\*SEE ADDITIONAL SIGNATURE PAGE**

adequate for Hyland's protection and, accordingly, Hyland shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

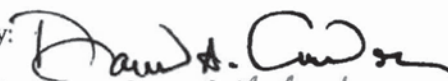
(k) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

(l) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

CITY OF SPOKANE, WA

By:

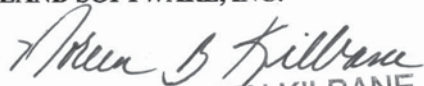
  
Print Name: David A Condon

Title: Mayor

Date: 1-9-15

HYLAND SOFTWARE, INC.

By:

  
Print Name: NOREEN KILBANE

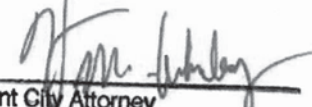
Title:

V.P.

Date:

1-14-15

Approved as to form:

  
Assistant City Attorney

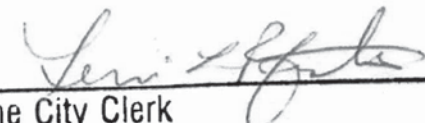
Hyland Legal

Approved By: AP

Date:

1.14.2015

Attest:

  
Spokane City Clerk

## Washington State Department of Revenue

[Services](#) [Business Lookup](#) [HYLAND SOFTWARE INC](#)

## License Information:

[New search](#) [Back to results](#)**Entity name:** HYLAND SOFTWARE INC.**Business name:** HYLAND SOFTWARE INC**Entity type:** [Profit Corporation](#)**UBI #:** 602-207-254**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 28500 CLEMENS RD  
WESTLAKE OH 44145-1145**Mailing address:** 28500 CLEMENS RD  
WESTLAKE OH 44145-1145**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Bellingham General Business</a>				Active		Aug-01-2013
<a href="#">SeaTac General Business - Non-Resident</a>				Active	Mar-31-2020	Jun-12-2019
<a href="#">Spokane General Business</a>				Active	Jul-31-2020	May-07-2015

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

<a href="#">Filter</a>	
Governing people	Title
BERNARD, MARCEL	
BORO, SETH	
BRAVO, ORLANDO	
HYLAND, A J	
HYLAND, CHRISTOPHER J	
LINES, JAMES KEVIN	
PEMBRIDGE, D TIMOTHY	
POSKOCHIL, RODNEY	
PRIEMER, WILLIAM	
VIRNIG II, KENNETH JOHN	
ZUBIZARRETA, MIGUEL	

## Registered Trade Names

Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013

**Registered Trade Names**

Registered trade names	Status		First issued
------------------------	--------	--	--------------

[View Additional Locations](#)

---

The Business Lookup information is updated nightly. Search date and time: 1/30/2020 1:44:23 PM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2020

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

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

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Karen Ormiston <b>PHONE (A/C, No, Ext):</b> (216) 367-8787 <b>E-MAIL ADDRESS:</b> KOrmiston@oswaldcompanies.com <b>FAX (A/C, No):</b> (216) 241-4520
<b>INSURED</b> HSI Holdings I, Inc. Hyland Software, Inc 28500 Clemens Road Westlake OH 44145	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Great Northern Insurance Co. <b>INSURER C:</b> Pacific Indemnity Company <b>INSURER D:</b> Nat'l Union Fire Ins Co of Pittsburgh PA <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 19/20 GL/AUTO/WORK/**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35783325	12/31/2019	12/31/2020	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 Employee Benefit Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7352-28-83	12/31/2019	12/31/2020	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7988-20-68	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	(20) 7171-39-93	12/31/2019	12/31/2020	<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
D	Errors & Omissions Liability			03-981-67-58	12/31/2019	12/31/2020	Retention:\$500,000 Limit: \$10M

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane, WA  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 7/7/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** ITSD

**Approving Supervisor:** MIKE SLOON

**Amount of Proposed Expenditure:** \$68,041.67 INCLUDING TAX

**Funding Source:** 5300-73300-18850-54820

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This expenditure is required annually per our contract with Hyland.

**What are the impacts if expenses are deferred?**

The City will not have support for it's Enterprise Content Management System (OnBase).

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

Hyland supports the City's Enterprise Content Management system which is utilized by all departments within the City.

**Person Submitting Form/Contact:** CARLOS PLASCENCIA

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

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

07/20/2020

<u>Date Rec'd</u>	7/8/2020
<u>Clerk's File #</u>	OPR 2020-0585
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC DEFENDER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KATHY KNOX 835-5972	<u>Project #</u>	
<u>Contact E-Mail</u>	KKNOX@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	N/A
<u>Agenda Item Name</u>	0700 - MOU FOR EXCHANGE ON CONFLICT CASES		

Agenda Wording

MOU with Spokane County Public Defenders Office to exchange conflict of interest cases. The Spokane County will also send felony conflict cases to the City at an annual amount of \$72,000.

Summary (Background)

In recognition that conflict of interest cases arise in each office, and each office has limited resources to hire outside counsel, it was agreed to exchange these cases between the offices.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ 72,000		# 0700-14100-99999-33772-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KNOX, KATHY	<u>Study Session\Other</u> Urban exp 7/13/20
<u>Division Director</u>		<u>Council Sponsor</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	ODLE, MARI	llok@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kknox@spokanecity.org
Additional Approvals		dcoley@spokanecity.org
<u>Purchasing</u>		tkzyminski@spokanecounty.org



**City of Spokane**  
**MEMORANDUM OF UNDERSTANDING**  
**2020 CONFLICT AGREEMENT**  
**BETWEEN**  
**CITY OF SPOKANE**  
**OFFICE OF THE PUBLIC DEFENDER AND**  
**SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with aailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year,

-- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.
- H. The County Public Defender shall send six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's office according to the following schedule:

\$1,000 per case with a total of not more than 6 cases per month from January 1, 2020 thru June 14, 2020.

From June 15,, 2020 thru December 31, 2020 the following shall apply:

Class C felonies to be paid at a total of \$1,200 per case;

Class B felonies to be paid at a total of \$1,400 per case; and

Class A felonies to be paid above \$1400 on a case by cases basis upon agreement of the parties.

With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for the support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2020 through December 31, 2020, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc., or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nadine Woodward  
Mayor, City of Spokane

Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas Krzyminski, County Public Defender  
Spokane County Public Defender's Office

Attest:

Approved as to form:

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

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

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Stand Alone Departments/ Public Defender
<b>Subject:</b>	Annual MOU with County Public Defender
<b>Date:</b>	7-13-20
<b>Contact Email( &amp; phone):</b>	kknox@spokanecity.org; 835-5972
<b>City Council( Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committees) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget & Strategic Plan To make the best use of available resources in coordination with other criminal justice departments.
<b>Strategic Initiative:</b>	Criminal Justice Reform / Jail reduction / Increased Revenue / Professional Development
<b>Deadline:</b>	At Council in July, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>For many years, the City Public Defender's Office and the Spokane County Public Defender's Office have had a Memorandum of Understanding on a conflicts trading agreement, for cases in either office that have a legal conflict of interest. It includes the trading by the County to the City of some Class C felony work in exchange for the County taking more misdemeanor conflicts from the City. This has been done without the exchange of any funds. There has been discussion to expand the felony role at the City Public Defender's Office in exchange for funds. Now, one of our attorneys will take on a half-time felony caseload, and continue to represent city clients charged with domestic violence as he has in the past and his prior non-DV caseload would be handled by a temp seasonal attorney working three days per week. That attorney will be paid with funds received from the County.</p> <p>There has been discussion with city Human Resources and Civil Service of the possible creation of a Public Defender III job classification, for the attorney handling the felony half caseload and for the lead attorney in Community Court. The Administration has thus far not wanted to move forward with the Civil Service classification. I am hopeful that it will be a topic of future discussion, however.</p>	

Executive Summary:

This is a new MOU between the City Public Defender/County Public Defender MOU. The City will expand its responsibility of handling conflict of interest cases, with a half felony caseload in exchange for a minimum of \$72,000 and electronic access for two people to Superior Court files, and the City would have the other half of his existing caseload handled by a temp. seasonal attorney, and paid with the funds received from the County. There are increases in revenue for felonies above the Class C classification. This provides for professional development of our attorneys. Some will assist the one assigned attorney in motion practice and in trial, for their own development.

Budget Impact:

Approved in current year budget? ☐ Yes X No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes X No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Revenue generating: \$72,000 plus undetermined amount and two licenses for access to superior court files

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes X No ☐ N/A

Specify changes required: Possible future change to a Senior Public Defender classification

Known challenges/barriers: None



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 7/1/20

**Type of expenditure:** Goods ☐ Services ☐

**Department:** Public Defender

**Approving Supervisor:** Kathy Knox

**Amount of Proposed Expenditure:** N/A

**Funding Source:** Spokane County

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This is not an expenditure.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:** Kathy Knox

**FINANCE SIGNATURE:**

\_\_\_\_\_

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

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

07/20/2020

<u>Date Rec'd</u>	7/8/2020
<u>Clerk's File #</u>	OPR 2019-0271
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MATT DAVIS 625-6815	<u>Project #</u>	
<u>Contact E-Mail</u>	MRDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	N/A
<u>Agenda Item Name</u>	1680 - AMENDMENT TO CONSOLIDATED HOMELESS GRANT AGREEMENT		

Agenda Wording

CHHS requests permission to accept an increase in Housing and Essential Needs (HEN) funding from the WA State Department of Commerce and approval to amend the City's grant agreement with Goodwill as the HEN operator. An SBO will accompany this item.

Summary (Background)

HEN is a rental assistance program for homeless and at-risk households with qualifying short or long-term disabilities. Local DSHS Community Services Offices determine eligibility. In the most recent WA State legislative session, the legislature voted to increase annual funding for the HEN program. See briefing paper for further detail.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Revenue \$ 944,144.00		# 1540-95572-99999-33442-XXXXXX
Expense \$ 944,144.00		# 1540-95572-65410-5XXXX-XXXXX
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session\Other</u> Urban Experience
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u>
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	PICCOLO, MIKE	mrDavis@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	srasmussen@spokanecity.org
Additional Approvals		tdanzig@spokanecity.org
<u>Purchasing</u>		tsigler@spokanecity.org
<u>GRANTS &amp;</u>	BROWN, SKYLER	chhsgrants@spokanecity.org
		chhsaccounting@spokanecity.org

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Housing and Essential Needs SFY21 Increase
<b>Date:</b>	7/1/20
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	The effective date of the amendment is 7/1/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$944,144.00 increase in Housing and Essential Needs (“HEN”) funding for state fiscal year 2021 and amend the City’s agreement with Goodwill Industries of the Inland Northwest (GIIN) as the HEN program operator.
<b>Background/History:</b> HEN is a rental assistance program from homeless and at-risk households with qualifying short or long-term disabilities. Local DSHS Community Services Offices determine eligibility. In the most recent WA State legislative session, the legislature voted to increase annual funding for the HEN program. The first disbursement of these funds will be for State Fiscal Year 2021.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The HEN program is a set aside within the Consolidated Homeless Grant (CHG) from the Department of Commerce.</li> <li>The City’s current CHG agreement with Commerce contains \$2,207,584.63 in HEN SFY21 funding.</li> <li>CHHS retains \$103,020.63 in HEN SFY21 funds for administrative costs associated with the oversight of the program.</li> <li>GIIN is the selected operator for the HEN program within Spokane County through June 2024</li> <li>GIIN’s current HEN SFY2021 funding totaling \$2,104,564.00.</li> <li>Commerce has offered an amendment to the City’s CHG agreement in the amount of \$944,144 in new HEN for SFY21.</li> <li>\$878,054 of the increase would be disbursed to GIIN to increase the number of HEN-eligible households that can be served, improve staffing ratios/caseloads for HEN staff, and reduce wait time from DSHS eligibility determination to HEN program intake.</li> <li>CHHS would retain \$66,090 for the increased administrative burden.</li> <li>CHHS will submit an SBO to add necessary budget capacity for the award.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: WA State Department of Commerce Other budget impacts: N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.

**Amendment**

**Grant Number:** 20-46108-30  
**Amendment Number:** A

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)**

<b>1. Grantee</b> Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b>  Julie Montgomery SDG Program Manager (360) 725-2963 Julie.Montgomery@commerce.wa.gov <div style="text-align: right;"> 1011 Plum Street SE  Olympia, Washington, 98504-2525 </div>	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$6,126,390.26	<b>6. Amendment Amount</b>  \$944,144.00	<b>7. New Grant Amount</b>  \$7,070,534.26	
<b>8. Amendment Funding Source</b> <b>Federal:</b> <b>State:</b> X <b>Other:</b> <b>N/A:</b>		<b>9. Amendment Start Date</b> July 1, 2020	<b>10. Amendment End Date</b> June 30, 2021
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number:</b> N/A	
<b>12. Amendment Purpose:</b> Adds HEN SFY 2021 additional funds.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2019-2021 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name, Title  _____ Date	<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  <u>Sandra Adix</u> Assistant Attorney General  <u>3/20/2014</u> Date
---	---

## Amendment

This Grant is **amended** as follows:

## Attachment B

### Budget

Budget Categories	Original Grant Amount (and any previous amendments)	Amendment A	New Total
<b>CHG Standard</b>			
Admin	\$224,599.00	\$0	\$224,599.00
Rent/Fac Support Lease	\$573,208.00	\$0	\$573,208.00
Other Rent/Fac Support Lease and Housing Costs	\$9,600.00	\$0	\$9,600.00
Operations	\$769,452.00	\$0	\$769,452.00
<b>PSH CHF</b>			
PSH CHF Rent/Fac Support Lease	\$65,098.00	-\$300.00	\$64,798.00
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$0.00	\$300.00	\$300.00
PSH CHF Operations	\$69,264.00	\$0	\$69,264.00
<b>HEN SFY 2020 (July 2019-June 2020)</b>			
HEN Admin 2020	\$87,624.00	\$0	\$87,624.00
HEN Rent/Fac Support and Housing Costs 2020	\$1,477,398.00	\$0	\$1,477,398.00
HEN Operations 2020	\$642,562.63	\$0	\$642,562.63
<b>HEN SFY 2021 (July 2020-June 2021)</b>			
HEN Admin 2021	\$84,951.00	\$67,481.00	\$152,432.00
HEN Rent/Fac Support and Housing Costs 2021	\$1,473,192.00	\$472,365.00	\$1,945,557.00
HEN Operations 2021	\$649,441.63	\$404,298.00	\$1,053,739.63
<b>Total</b>			
<b>Total</b>	\$6,126,390.26	\$ 944,144.00	\$7,070,534.26



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 7/7/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** CHHS

**Approving Supervisor:** Tim Sigler

**Amount of Proposed Expenditure:** N/A - Grant Revenue

**Funding Source:** WA State Department of Commerce

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This item is for the approval a grant award amendment (revenue) - form is included as a required attachment.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---

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

07/20/2020

<u>Date Rec'd</u>	7/8/2020
<u>Clerk's File #</u>	ORD C35919
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2019-0271
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	TIM SIGLER 625-6055
<u>Contact E-Mail</u>	TSIGLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	1680 - SBO FOR ADDITIONAL CONSOLIDATED HOMELESS GRANT FUNDS

Agenda Wording

CHHS requests approval of the attached SBO related to accepting additional Housing and Essential Needs ("HEN") funds from the Washington State Department of Commerce through the Consolidated Homeless Grant Program.

Summary (Background)

HEN is a rental assistance program for homeless and at-risk households with qualifying short or long-term disabilities. Local DSHS Community Services Offices determine eligibility. In the most recent WA State legislative session, the legislature voted to increase annual funding for the HEN program. CHHS requests budget capacity to utilize these additional grant funds.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Revenue	\$ 944,144.00	# 1540-95572-99999-33442-99999
Expense	\$ 878,054.00	# 1540-95572-65410-54201-99999
Expense	\$ 22,605.00	# 1540-95572-65430-51991-99999
Expense	\$ 13,106.00	# 1540-95572-65430-52991-99999
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session\Other</u> Urban Experience
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u> Council President Beggs
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	PICCOLO, MIKE	mrDavis@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	srasmussen@spokanecity.org
<u>Additional Approvals</u>		tdanzig@spokanecity.org
<u>Purchasing</u>		tsigler@spokanecity.org
<u>GRANTS &amp;</u>	STOPHER, SALLY	chhsgrants@spokanecity.org
<u>BUDGET</u>	INGIOSI, PAUL	chhsaccounting@spokanecity.org

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Housing and Essential Needs SFY21 Increase
<b>Date:</b>	7/1/20
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	The effective date of the amendment is 7/1/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$944,144.00 increase in Housing and Essential Needs (“HEN”) funding for state fiscal year 2021 and amend the City’s agreement with Goodwill Industries of the Inland Northwest (GIIN) as the HEN program operator.
<b>Background/History:</b> HEN is a rental assistance program from homeless and at-risk households with qualifying short or long-term disabilities. Local DSHS Community Services Offices determine eligibility. In the most recent WA State legislative session, the legislature voted to increase annual funding for the HEN program. The first disbursement of these funds will be for State Fiscal Year 2021.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The HEN program is a set aside within the Consolidated Homeless Grant (CHG) from the Department of Commerce.</li> <li>The City’s current CHG agreement with Commerce contains \$2,207,584.63 in HEN SFY21 funding.</li> <li>CHHS retains \$103,020.63 in HEN SFY21 funds for administrative costs associated with the oversight of the program.</li> <li>GIIN is the selected operator for the HEN program within Spokane County through June 2024</li> <li>GIIN’s current HEN SFY2021 funding totaling \$2,104,564.00.</li> <li>Commerce has offered an amendment to the City’s CHG agreement in the amount of \$944,144 in new HEN for SFY21.</li> <li>\$878,054 of the increase would be disbursed to GIIN to increase the number of HEN-eligible households that can be served, improve staffing ratios/caseloads for HEN staff, and reduce wait time from DSHS eligibility determination to HEN program intake.</li> <li>CHHS would retain \$66,090 for the increased administrative burden.</li> <li>CHHS will submit an SBO to add necessary budget capacity for the award.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: WA State Department of Commerce Other budget impacts: N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.

**Amendment**

**Grant Number:** 20-46108-30  
**Amendment Number:** A

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)**

<b>1. Grantee</b> Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b>  Julie Montgomery SDG Program Manager (360) 725-2963 Julie.Montgomery@commerce.wa.gov <div style="text-align: right;"> 1011 Plum Street SE  Olympia, Washington, 98504-2525 </div>	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$6,126,390.26	<b>6. Amendment Amount</b>  \$944,144.00	<b>7. New Grant Amount</b>  \$7,070,534.26	
<b>8. Amendment Funding Source</b> <b>Federal:</b> <b>State:</b> X <b>Other:</b> <b>N/A:</b>		<b>9. Amendment Start Date</b> July 1, 2020	<b>10. Amendment End Date</b> June 30, 2021
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number:</b> N/A	
<b>12. Amendment Purpose:</b> Adds HEN SFY 2021 additional funds.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2019-2021 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name, Title  _____ Date	<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  <u>Sandra Adix</u> Assistant Attorney General  <u>3/20/2014</u> Date
---	---

## Amendment

This Grant is **amended** as follows:

## Attachment B

### Budget

Budget Categories	Original Grant Amount (and any previous amendments)	Amendment A	New Total
<b>CHG Standard</b>			
Admin	\$224,599.00	\$0	\$224,599.00
Rent/Fac Support Lease	\$573,208.00	\$0	\$573,208.00
Other Rent/Fac Support Lease and Housing Costs	\$9,600.00	\$0	\$9,600.00
Operations	\$769,452.00	\$0	\$769,452.00
<b>PSH CHF</b>			
PSH CHF Rent/Fac Support Lease	\$65,098.00	-\$300.00	\$64,798.00
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$0.00	\$300.00	\$300.00
PSH CHF Operations	\$69,264.00	\$0	\$69,264.00
<b>HEN SFY 2020 (July 2019-June 2020)</b>			
HEN Admin 2020	\$87,624.00	\$0	\$87,624.00
HEN Rent/Fac Support and Housing Costs 2020	\$1,477,398.00	\$0	\$1,477,398.00
HEN Operations 2020	\$642,562.63	\$0	\$642,562.63
<b>HEN SFY 2021 (July 2020-June 2021)</b>			
HEN Admin 2021	\$84,951.00	\$67,481.00	\$152,432.00
HEN Rent/Fac Support and Housing Costs 2021	\$1,473,192.00	\$472,365.00	\$1,945,557.00
HEN Operations 2021	\$649,441.63	\$404,298.00	\$1,053,739.63
<b>Total</b>			
<b>Total</b>	\$6,126,390.26	\$ 944,144.00	\$7,070,534.26

ORDINANCE NO C35919

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Human Services Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grant Fund, and the budget annexed thereto with reference to the Human Services Grant Fund, the following changes be made:

FROM:	1540-95572- 99999-33442-99999	HEN (Housing & Essential Needs) Contractual Services	<u>\$ 944,144</u>
TO:	1540-95572- 65410-54201-99999	HEN (Housing & Essential Needs) Contractual Services	<u>\$ 878,054</u>
	1540-95572- 65430-51991-99999	HEN (Housing & Essential Needs) Contra Salaries	<u>\$ 22,605</u>
	1540-95572- 65430-52991-99999	HEN (Housing & Essential Needs) Contra Benefits	<u>\$ 13,106</u>
	1540-95572- 65430-54992-99999	HEN (Housing & Essential Needs) Contra Other	<u>\$ 30,379</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding for rental assistance for homeless and at-risk households with qualifying short or long-term disabilities through the Housing and Essential Needs Program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Effective Date



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 7/7/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** CHHS

**Approving Supervisor:** Tim Sigler

**Amount of Proposed Expenditure:** N/A - Grant Revenue

**Funding Source:** WA State Department of Commerce

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This item is for the approval a grant award amendment (revenue) - form is included as a required attachment.

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---

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

07/20/2020

<u>Date Rec'd</u>	7/8/2020
<u>Clerk's File #</u>	RES 2020-0047
<u>Renews #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305	<u>Project #</u>	
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - CLEVELAND/NEVADA STREET VACATION FOR GONZAGA HAVEN		

**Agenda Wording**

Resolution setting hearing before the City Council for August 17, 2020 for the vacation of portions of Cleveland Ave and Nevada Street as requested by Catholic Charities in order to accommodate a 72-unit apartment complex.

**Summary (Background)**

City staff wishes to initiate this right-of-way vacation by resolution.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u> Urban Experience 6-8-20
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	edjohnson@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	ebrown@spokanecity.org
<u>Additional Approvals</u>		kbecker@spokanecity.org
<u>Purchasing</u>		sbishop@spokanecity.org

**RESOLUTION 2020-0047**

A RESOLUTION INITIATING THE VACATION OF CITY RIGHT-OF-WAY AND SETTING A HEARING FOR THE VACATION OF PORTIONS OF EAST CLEVELAND AVENUE AND NORTH NEVADA STREET IN THE AREA BOUNDED BY WOLVERTON COURT, NORTH FOOTHILLS DRIVE, AND COLUMBUS STREET.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

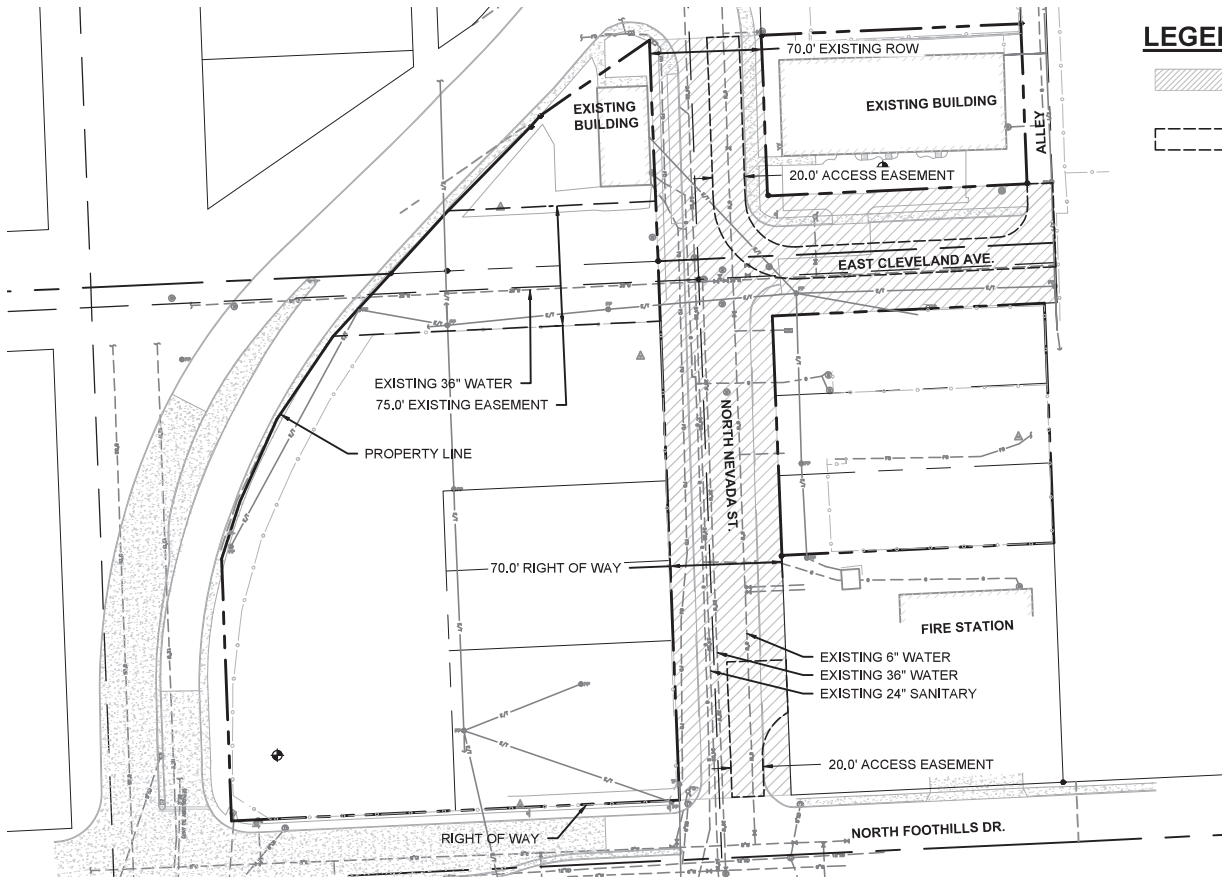
That a hearing on the petition to vacate portions of East Cleveland Avenue and North Nevada Street in the area bounded by Wolverton Ct., North Foothills Drive, and Columbus Street will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 17, 2020**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

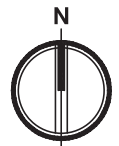
Approved as to form:

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

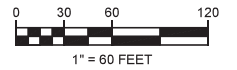


# LEGEND

- PROPOSED VACATION
- PROPOSED ACCESS EASEMENT



HORIZONTAL SCALE



## PROPOSED VACATION

VACATION EXHIBIT

GONZAGA HAVEN

2200180.10

MAY 11, 2020



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Person Submitting Form/Contact:

FINANCE SIGNATURE:

---

CITY ADMINISTRATOR SIGNATURE:

---