

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised Proclamation 20-28.15**, dated **January 19, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **March 7, 2022**.

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 **2485 018 9050** for the 3:30 p.m. Briefing Session or **2498 304 9720** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment (including Open Forum):

Sign up to give testimony on legislative items and during Open Forum at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) You must sign up in order to be called on to testify. **The form will be open at 5:00 p.m. on Monday, March 7, 2022, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above or join by WebEx video using the information provided on the form. When it is your turn to testify, Council President will call your name. Instructions for participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, 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 solely 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 at the discretion of the Council President:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 7, 2022

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

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.

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. | Purchase from HD Fowler (Spokane Valley, WA) of 5 additional megalug fittings in support of the Cochran Basin Project—\$87,625. (Council Sponsor: Council Member Kinnear)
Dan Buller | Approve | OPR 2022-0040
ENG 2018060
ENG 2010132
BID 5565-22 |
| 2. | Agreement with Spokane County in conjunction with the Mental Health Field Response Team FY2021 grant program to provide funding towards six Spokane Police Department employees for the continued operation of the region's Mental Health Field Response Team—up to \$833,433 Revenue. (Council Sponsor: Council Member Kinnear)
Eric Olsen | Approve | OPR 2022-0146 |
| 3. | One-year Contract Extension with Eccovia Solutions (Salt Lake City, UT) for a subscription to ClientTrack software that supports the City's Homeless Management Information System for the CHHS Department from December 1, 2021 through November | Approve | OPR 2016-0959 |

30, 2022—\$137,733.17 (incl. tax). (Council Sponsor: Council Member Stratton)

Daniel Ramos

- | | | | |
|----------------------|--|------------------------------------|---------------------------------|
| 4. | One-year 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, 2022, through March 31, 2023—\$68,041.67 (incl. tax). (Council Sponsor: Council Member Cathcart) | Approve | OPR 2020-0723 |
| Michael Sloon | | | |
| 5. | Master Consultant Agreement with Infinite Innovations (Hayden, ID) for technical services in support of PMO and ITSD projects in the areas of project management, business analysis, software development and infrastructure support from February 1, 2022 through January 31, 2024—\$150,000 per year. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2022-0147
RFP 5435-21 |
| Michael Sloon | | | |
| 6. | Contract Amendment with Sulzer Pump Services (Santa Fe Springs, CA) for the rebuild of a boiler feed water pump at the Waste to Energy Facility at a cost much higher than anticipated—\$50,000. Contract Total: \$150,000 (incl. tax). (Council Sponsor: Council President Beggs) | Approve | OPR 2021-0080
PW ITB 5368-21 |
| David Paine | | | |
| 7. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2022-0002 |
| 8. | City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Salary Review Commission: One Reappointment

Approve

CPR 2007-0040

Library Board: One Reappointment

Approve

CPR 1981-0400

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)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36176 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the

City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

American Rescue Plan Fund

1) Increase appropriation by \$12,100,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

A) Of the increased appropriation, \$1,200,000 is provided for the purpose of funding mobile medical clinics in the region.

B) Of the increased appropriation, \$1,500,000 is provided for the reimbursement of permit fees of attainable housing.

C) Of the increased appropriation, \$900,000 is provided for the grants to support the Downtown cultural events in order to reimburse marketing costs and police/fire costs owed to the city associated with those events.

D) Of the increased appropriation, \$3,500,000 is provided for the support of homelessness service capital and operational costs.

E) Of the increased appropriation, \$3,000,000 is provided for culturally appropriate behavioral health services and interventions for at risk and low-income youth.

F) Of the increased appropriation, \$2,000,000 is provided for ARPA focused projects of Citywide Significance.

(This action arises from the need to provide appropriation authority for funding supporting homelessness, youth, a COVID-19 safe community, and city economic development.) (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)

Matt Boston

NO EMERGENCY ORDINANCES

RESOLUTIONS AND FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0022** Setting hearing before City Council for April 11, 2022, for the vacation of the alley between Sanson Avenue and Everett Avenue, from the east line of Freya Street to the west line of Sycamore Street, as requested by Jeff and Stacey Boies. (Council Sponsor: Council Member Cathcart)
Eldon Brown
- RES 2022-0023** Appointing Heather Sweet as Director of Customer Experience. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Meghann Steinolfson
- ORD C35825** Vacating Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court. (Council Sponsor: Council Member Cathcart)
Eldon Brown

ORD C36172 Vacating various right-of-ways in the plat of North Minnehaha Addition to Spokane. (Council Sponsor: Council Member Cathcart)
Eldon Brown

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 7, 2022
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/Vd7n381x3seal1NW6>. The form will open at 5:00 p.m. on Monday, March 7, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The March 7, 2022, Regular Legislative Session of the City Council will be held and is adjourned to March 14, 2022.

NOTES

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

03/07/2022

Date Rec'd	2/17/2022
Clerk's File #	OPR 2022-0040
Renews #	
Cross Ref #	
Project #	2018060/2010132
Bid #	5565-22
Requisition #	CR 23212

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0370- COCHRAN BASIN PROJECT – PIPE PRE-ORDER FOLLOW UP

Agenda Wording

Pipe pre-order in support of Cochran Basin Project will include additional 5 megalug fittings.

Summary (Background)

The January 24, 2022 council agenda included two items for pre-purchase of pipe and fittings for the TJ Meenach road and stormwater project. The agenda item for HD Fowler (OPR #2022-0040) included 5 rather than the intended 10 megalug fittings. The cost of the additional 5 megalug fittings are \$87,625.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 87,625.00

Select \$

Select \$

Select \$

Budget Account

4250-43354-94310-56501-14482

#

#

#

Approvals

Dept Head TWOHIG, KYLE

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other UE 2/14/22

Council Sponsor Kinnear

Distribution List

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jgraff@spokanecity.org

josha@hdfowler.com

Committee Agenda Sheet

Urban Experience

Submitting Department	Engineering Services
Contact Name & Phone	Dan Buller, 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/>
Agenda Item Name	Cochran Basin Project – Pipe Pre-Order Follow Up
Summary (Background)	<p>The 1-24-22 council agenda included two items for pre-purchase of pipe and fittings for the TJ Meenach road and stormwater project. The agenda item for HD Fowler (OPR #2022-0040) included 5 rather than the intended 10 megalug fittings. The cost of the additional 5 megalug fittings are \$87,625.</p>
Proposed Council Action & Date:	Because this additional \$87,625 is more than 10% of the contract approved in January, we are bringing this to council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State loan & grant Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A – This is a public works project to address untreated stormwater discharging to the river and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

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

03/07/2022

Date Rec'd

2/15/2022

Clerk's File #

OPR 2022-0146

Renews #**Cross Ref #**

OPR 2021-0733

Submitting Dept

POLICE

Contact Name/Phone

ERIC OLSEN 835-4505

Project #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1620 - FY21-22 BEHAVIORAL HEALTH GRANT AGREEMENT

Agenda Wording

Agreement between Spokane County and City of Spokane in conjunction with the Mental Health Field Response Team FY21 grant program. Grant period 07/01/2021 through 06/30/2022 and will provide up to \$833,433 in funding towards 6 SPD employees.

Summary (Background)

The City of Spokane Police Department along with the Spokane County Sheriff's Office jointly applied and were subsequently awarded grant funding from WASPC for the continued operation of the regions Mental Health Field Response Team. Spokane County was designated as the lead agency on the grant.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 833,433

1620-91790-99999-33469-99999

Expense \$ 833,433

1620-91790-21250-VARIOUS

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

OLSEN, ERIC

Study Session\OtherPSCHC Meeting
06/07/2021**Division Director**

OLSEN, ERIC

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

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SPDFINANCE@SPOKANECITY.ORG

For the Mayor

ORMSBY, MICHAEL

eolsen@spokanepolice.org

Additional Approvals

jhammond@spokanepolice.org

Purchasing**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY21 GRANT PROGRAM

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$833,433</p>		3. Tax ID# 91-6001280	
				4. DUNS# UEI 115528189 / PDHCLY8MYJN3	
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org		6. County's Representative Erika McCowan Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 emccowan@spokanecounty.org			
7. Grantor ID#	8. Original Grant ID# MHFRT-2021-002-005	9. Start Date 07/01/21	10. End Date 06/30/22		
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs					
12. Federal Funds (as applicable) N/A		13. CFDA # N/A		14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
17. Grant Purpose: The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.					
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.					
FOR THE GRANTEE:			FOR COUNTY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

SECTION NO. 1: SERVICES

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: October 15, 2021 (for the preceding July 1-September 30 period), January 10, 2022 (for the preceding October 1-December 31 period), April 15, 2022 (for the preceding January 1-March 31 period), and July 15, 2022 (for the preceding April 1-June 30 period). The October to December's reimbursement **request must be received no later than January 10th** to be allowable under this AGREEMENT. **Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Contessa Tucker, Accounting Tech IV
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment “A” will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction

Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations:

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

SECTION NO. 7: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this AGREEMENT.

SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 9: NEW CIVIL RIGHTS PROVISION

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 10: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

SECTION NO. 12: PAY EQUITY

The CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.

2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION

In the event COUNTY determines that the CITY failed to comply with any term or condition of this AGREEMENT, COUNTY may terminate the AGREEMENT in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this AGREEMENT. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the CITY.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

SECTION NO. 14: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this AGREEMENT, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

SECTION NO. 15: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;

- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this AGREEMENT.

SECTION NO. 16: COUNTY REPRESENTATIVE

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY's representative or her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering this AGREEMENT. The CITY hereby appoints and COUNTY hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 17: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 18: HEADINGS

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 19: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 20: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 21: INDEMNIFICATION

To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 22: ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

SECTION NO. 23: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 24: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this AGREEMENT.

SECTION NO. 25: COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 26: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of

the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 27: NO THIRD-PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 28: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 29: INSURANCE

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

SECTION NO. 30: SINGLE AUDIT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If the CITY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The CITY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant

performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- C. The CITY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The CITY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. The CITY must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, the CITY must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of the CITY's fiscal year(s):

Erika McCowan, Grants Administrator
Spokane County
1116 W. Broadway
Spokane, WA 99260

- F. If the CITY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the CITY must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the CITY's fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The CITY shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the CITY's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 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 AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- D. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

The CITY agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.

The CITY further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT 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.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

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

SECTION NO. 32: SUBCONTRACTORS

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY's representative of any

subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 33: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

SECTION NO. 34: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 35: RECORDS MAINTENANCE

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 36: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, COUNTY may terminate the AGREEMENT under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
- B. All material produced by the CITY that is designated as "confidential" by COUNTY; and
- C. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 38: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce,

distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 40: REPORTING

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Mental Health Field Response Team Program on the work performed. These reports should be submitted to:

Jim Gladden, Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
jgladden@spokanesherriff.org

SECTION NO. 41: POLITICAL ACTIVITIES

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 42: PUBLICITY

The CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

SECTION NO. 43: TAXES

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

ATTACHMENT “A” SCOPE OF WORK

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County MHFRT Program, the CITY agrees to the following:

1. The CITY will provide a Sergeant who will be assigned to supervise the four (4) co-deployed Mental Health Field Response Teams from all three (3) jurisdictions: City of Spokane; City of Spokane Valley; and the unincorporated and incorporated communities in Spokane County to which the Spokane County Sheriffs Office (SCSO) provides law enforcement services;
2. The CITY will provide one (1) Mental Health Coordinator who will coordinate daily operations; and
3. The CITY will provide four (4) officers.
- ~~2. The CITY will have officers attend national or regional conferences and training events at locations to be determined. The training will include all aspects of law enforcement response for mental health and other crisis situations. Officers and staff attending these conferences will then provide training to other CITY, SCSO, Frontier Behavioral Health personnel, first responders, or other professionals in the area.~~

**ATTACHMENT “B”
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$833,433
Total Program	\$833,433

Transfer of funds between line item budget categories must be approved by COUNTY’s representative.

Approved expenditures for the performance of Services as set forth in Attachment “A” (Scope of Work) must be itemized into the following categories: salary and benefits.

~~Proposed training events and estimated costs must be submitted to Spokane County Sheriff’s Office Program Manager Jim Gladden via email at jgladden@spokanesheriff.org for prior approval to use grant funds for proposed training events.~~

Payment will be on a reimbursement basis only.



Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County MHFRT Program FY21

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Behavioral Health Unit-Grant Award-2021-2022
Date:	June 7, 2021
Contact (email & phone):	Eric Olson 509-835-4505 / eolsen@spokanepolice.org
City Council Sponsor:	None
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment	Supports Comprehensive Plan CFU 1.9 and LGC 1.1
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	
Outcome:	Notification of Spokane Police Department's grant application for the Behavioral Health Unit Yr 2021-2022

Background/History:

A grant application on behalf of the Spokane Regional Mental Health Field Response Team (SCMHFRT) was submitted to Washington Association of Police Chief's (WASPC) May-2021, for a total of \$3,292,099. The grant is for the management of the Behavioral Health Unit in collaboration which consists of the local partnership of the Spokane County Sheriff's Office (SCSO), the City of Spokane Police Department (SPD) and Frontier Behavioral Health (Frontier) (SPD) for the term of July 1, 2021- June 30, 2022. The Funding is awarded through SB HB 2892.SL: "MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM."

The SCMHFRT currently operates with a Sergeant (currently grant funded) from SPD who provides oversight for two SCSO deputies, four SPD officers (unfunded) and four Frontier clinicians who are Mental Health Professionals (MHP) who meet the definition under RCW 71.05.020(38). Additionally, the SCMHFRT program includes a mental health coordinator who assists in coordinating the daily operations of the unit.

The SPD only funds totally \$1,290,211 will be allocated to fully fund and support a Sergeant, 5 Sr. Police Officers, 1 Mental Health Coordinator, Overtime, Travel and training of 3 annual Behavioral Health and CIT conferences, 3 unmarked vehicles, and uniforms. The additional funds will go to Spokane County and Frontier Behavioral Health Services. The Frontier Behavioral Health contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management.

The total grant was written and approved for \$2,523,850 for purposes of continuing the funding of the regional collaboration and submission of this briefing is for notification.

UPDATE: Grant award came in lower than what was initially applied for. City of Spokane was awarded \$833,433 of the requested \$1,290,211 and grant funds will be used to support 1 SPD Sergeant, 1 Mental Health Coordinator, and 4 SPD Officers assigned to the Behavioral Health Unit. No grant funds will be used for travel/training and overtime.

Executive Summary:

- Total Grant Award to City of Spokane - \$833,433
- Grant Period ending 06/30/2022
- Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans

Budget Impact:

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

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

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

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

03/07/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2016-0959

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

DANIEL RAMOS 625-6756

Project #**Contact E-Mail**

DRAMOS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR# 23338

Agenda Item Name

1680 - ECCOVIA SOLUTIONS SOFTWARE SUBSCRIPTION CONTRACT

Agenda Wording

The CHHS department seeks approval to extend contract with Eccovia Solutions for the subscription to ClientTrack Software. This software is the database that supports the City's Homeless Management System(HMIS).

Summary (Background)

Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2021 to 11/30/2022 at a cost of \$137,733.17 including tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 117,733.17

1540-95570-65430-53104-99999

Expense \$ 20,000

1541-95575-65430-53104-99999

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CERECEDES, JENNIFER

Study Session\OtherUrban Experience
2/14/2022**Division Director**

CERECEDES, JENNIFER

Council Sponsor

CM Karen Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**

ODLE, MARI

Accounting - jmccoy@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Legal - modle@spokanecity.org

Additional Approvals

Purchasing - cwahl@spokanecity.org

Purchasing

PRINCE, THEA

IT - itadmin@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Tax & Licenses

Paul Nestman - pnestman@eccoviasolutions.com

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Daniel Ramos III, 509-625-6756
Contact Email	dramos@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>2/14/2022</u>
Agenda Item Name	Eccovia, Inc., Homeless Management Information System Software Extension
Summary (Background)	Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2021 to 11/30/2022 at a cost of \$137,733.20.
Proposed Council Action & Date:	Council Approval on 3/7/2022
Fiscal Impact: Total Cost: \$137,733.20 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: CoC HMIS funds (\$106,360.71) & HHAA funds (\$20,000) + Taxes (\$11,372.46) Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – one year software extension to meet funding requirements.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The Community Management Information System, an HMIS compliant software, is a funding requirement and the demographic data it collects on persons experiencing and at-risk of homelessness is used at the local, state, and federal level for planning to remediate and end homelessness.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – one year software extension to meet funding requirements. Before this extension expires, CHHS will commence with an RFP as required by City procurement policy for this software to evaluate enhancements, improvements, and review cost advantages to our current solution.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This software service aligns with the Urban Experience Committee's strategic initiatives and the goals of its Housing and Action sub-committee to connect people to services, achieve housing objectives, and to meet the obligations required by federal and state funding CHHS receives.



City of Spokane

CONTRACT EXTENSION

Title: **CLIENTTRACK SUBSCRIPTION AGREEMENT**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **EC-COVIA, INC.**, whose address is 545 East 4500 South, Suite E260, Salt Lake City, Utah 84107 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Subscription Licenses and Professional Services to ClientTrack; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 12, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on December 1, 2021.

3. EXTENSION.

The contract term is hereby extended and shall run through November 30, 2022.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SIXTY AND 71/100 DOLLARS (\$126,360.71)**, and applicable sales tax, in accordance with the attached Software as a Service Subscription Agreement, for everything furnished and done under this Contract Extension.

5. DEBARMENT AND SUSPENSION.

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

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

ECCOVIA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Certificate regarding Debarment

Eccovia Software as a Service Subscription Agreement

**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 certifies, 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)

ClientTrackTM Software License & Software as a Service (SaaS) Subscription Agreement [Concurrent Users]

Organization Name: **City of Spokane**

THIS AGREEMENT, made this 12/1/2021 by and between EccoVia, Inc. ("the Company"), a Utah corporation, having a principal place of business at 545 East 4500 South, Suite E260, Salt Lake City, Utah 84107 and **City of Spokane** ("Licensee"), with a principal place of business at **808 W. Spokane Falls Blvd, Spokane, WA 99201**; and sets forth the terms and conditions of a ClientTrackTM Software as a Service (SaaS) subscription. This Agreement shall be effective as of 12/1/2021 (the "Effective Date").

Definitions

Software License: A software license authorizes Licensee to access and run ClientTrackTM baseline application software (the "System"). This license additionally authorizes connection between a ClientTrack application instance and up to two (2) databases.

Licensee: One who is duly authorized to access the System.

Active User: A named end-user of a ClientTrack System that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use the System.

Inactive User: A named end-user of the System that DOES NOT have current login privileges. An Inactive User may be maintained in the System for historical and data integrity reasons.

Concurrent Users: A term used to define the maximum number of Active Users allowed to login simultaneously at any given time. The concurrent user population can be made up of any number of Active Users.

User Access License: A kind of software license that allows end-users and their workstations to connect to specific System software instance.

Effective Date: The date from which all the contractual rights and obligations begin and from which date renewal dates are calculated.

Term of Agreement

The term of this Agreement shall begin on the Effective Date and continue for twelve (12) consecutive months. Thereafter, this Agreement shall automatically renew for successive one year periods on the anniversary date of the Effective Date ("Anniversary Date") unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated by either party in accordance with this Agreement.

Grant of SaaS Subscription and Limited Use Software License

Licensee must acquire a number of User Access Licenses ("UALs") equivalent to the number of contracted Concurrent Users defined in this Agreement. Each UAL acquired by Licensee may be used only in conjunction with the Licensee's properly licensed ClientTrack software.

The Company hereby grants and Licensee hereby accepts, a limited, non-exclusive Software License for the ClientTrack baseline application software and a non-exclusive license for Licensee's Active Users to use the ClientTrack software provided Licensee complies with all terms and conditions of this Agreement and the Software as a Service (SaaS) Subscription Terms & Conditions, made a part of this Agreement as Exhibit B.

The Company reserves the right to modify the Software as a Service (SaaS) Subscription Terms & Conditions (attached as Exhibit B) terms and conditions of this Agreement or its policies relating to the use of the System at any time, effective upon written notice as provided in this Agreement; any continued use of the System after any such changes shall constitute your consent to such changes.

This license shall immediately terminate and be null and void upon termination or upon Licensee's violation of this Agreement.

Price and Payment Terms

Licensee agrees to make prompt payment to the Company upon receipt of a properly completed invoice. Licensee shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), and similar charges, however designated or levied. Tax Exemption certificates, if applicable, must be presented prior to invoice if they are to be honored. The Company shall only bill the Licensee for services specifically stated in this Agreement or otherwise approved in writing in advance by the Licensee.

The Licensee shall pay the Company, the Software License fee, Concurrent User subscription fees as specified in ClientTrack SaaS Pricing Table, made part of this Agreement as Exhibit A.

Monthly SaaS Concurrent User Subscription Fees are due and payable in advance on a quarterly basis.

Licensor reserves the right to increase the SaaS Concurrent User License Subscription fees by 4% annually as outlined in Exhibit A.

Number of Concurrent User Access Licenses:

SaaS Concurrent User Subscription fees for the initial twelve (12) months of the initial term of this Agreement are included in the ClientTrack Baseline Software License. During subsequent months of this Agreement the number of Concurrent User Subscription fees billed under this contract shall be for no less than **Thirty-six** (36) Concurrent Users. Additional Concurrent Users may be added by the Company when requested by an authorized representative of the Licensee in writing.

No Rental/No Commercial Hosting

You may not rent, lease, lend, or provide commercial hosting services with the System.

Software Ownership

The ClientTrack Software System is owned by EccoVia, Inc. and is licensed to Licensee not sold. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by EccoVia, Inc.

Software Limited Warranty

The Company warrants to Licensee, that the System will operate substantially in accordance with the most current release of the System baseline software for the term of this Agreement. This warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS," THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS: YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, THE COMPANY SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

Non-Payment and Suspension

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and Licensee's access to the System if Licensee has not made payment with forty-five (45) days of when payment of an invoice was due (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Concurrent User Subscription fees during any period of suspension. If Licensee or the Company initiates termination of this Agreement, Licensee will be obligated to pay the balance due on Licensee's account to the end of the current Agreement term, or any renewal term.

The Company reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that the Company has no obligation to retain Licensee Data or Configuration AND Licensee Data and Configuration may be irretrievably deleted if Licensee's account is ninety (90) days or more delinquent.

Termination

Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the expiration date of the then current.

In the event this Agreement is terminated (other than by reason of your breach), the Company will make available to Licensee a file of the Licensee Data within thirty (30) days of termination if Licensee so requests at the time of termination. Licensee agrees and acknowledges that the Company has no obligation to retain the Licensee Data, and may delete such Licensee Data, more than thirty (30) days after termination.

Any breach of your payment obligations or unauthorized use of the System will be deemed a material breach of this Agreement. The Company in its sole discretion may terminate your password, account or use of the System if you breach or otherwise fail to comply with this Agreement.

In any dispute arising out of the Company's duties and obligations under this Agreement, the Company and Licensee shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, written notification by either party to the other of any perceived failure to perform under this Agreement and a reasonable time period of not less than thirty (30) days, for cure. In the event a mutually acceptable resolution cannot be reached, either party may terminate this Agreement by providing thirty (30) days written notice to the other at the party's last known address.

In the event that any dispute shall require arbitration or other legal proceedings between the parties regarding this Agreement each party agrees to bear its own cost.



Access by the Company

Licensee hereby grants the Company the right to access its data for analytical purposes to inform and support advanced analytical solutions. Any such data accessed shall be de-identified or otherwise have no characteristics that can provide identification of the underlying client records. Analytical data may be used in advanced analytics solutions.

General

This Agreement and the parties here to agree and consent that this Agreement shall be governed by the internal laws of the State of Utah, without giving effect to principles of conflict of laws and the exclusive jurisdiction and venue of the state courts sitting in Salt Lake County, Utah or the federal courts in the District of Utah to resolve any disputes arising under this Agreement. In each case this software license and Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This Agreement and the Exhibits attached hereto contain the complete agreement between the parties with respect to the subject matter hereof, and supersede all prior or

contemporaneous agreements or understandings, whether oral or written. The failure or delay of the Company to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No EccoVia or ClientTrack dealer, agent or employee is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of the Company.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

ClientTrack™ and other trademarks contained in the System are trademarks or registered trademarks of EccoVia, Inc. in the United States and/or other countries. Licensee may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the System. This Agreement does not authorize you to use the Company's or its licensors' names or any of their respective trademarks

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement on the day and year written below:

Executed this _____ day of _____, 20_____.

Licensee Signature

Print Name

Title

Eccovia, Inc. Signature

Print Name

Title

Pricing Exhibit A

<u>Eccovia - City of Spokane</u>					
	December 2021 - February 2022	March – May 2022	June – August 2022	September- November 2022	Year Contract Total
Hosted- Concurrent User Access License	\$16,072.56	\$16,072.56	\$16,072.56	\$16,072.56	\$64,290.24
Database Overages	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$10,00.00
Continual Education Services (CES) - Tuition	\$2,000.00				\$2,000.00
Daily backups	\$12,000.00				\$12,000.00
Admin Services		\$9,300.00	\$9,300.00		\$18,600.00
Past due invoices	Invoice #20474 (Sept, Oct, Nov 2021) \$19,470.47				\$19,470.47
	\$30,072.56	\$25,372.56	\$25,372.56	\$16,072.56	\$126,360.71
Total	\$126,360.71				

Exhibit B

Software as a Service (SaaS) Subscription Terms & Conditions

Services

The Company will provide, subject to the terms herein, the Licensee with a non-exclusive license to use the ClientTrackTM software application, software set forth in this Agreement (collectively, the "System"), solely for the purpose of access and execution of Licensee's subscription to the System delivered as Software as a Service over the Internet.

The Company alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to ClientTrackTM and associated products, technology, the System and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the System. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the System, ClientTrackTM or the Intellectual Property Rights owned by the Company.

Licensee will have access to the System for the purpose of using the System for its intended purpose and in accordance with the specifications set forth in any documentation relating to the System provided by the Company. Such use and access will be continuous on a twenty-four (24) hour basis except for interruptions by reasons of maintenance or downtime beyond the Company's reasonable control as outlined in the Service Level Agreement.

All standard features and functions of the ClientTrack Baseline application software will be available to Licensee as part of the monthly Concurrent User fees.

The Company will provide up to 10 Gigabytes (GB) of storage space on the application server for Licensee to use for storage of data necessary for use of the System. If Licensee's use exceeds the base storage space allotted, Licensee will be responsible to pay for additional data storage fee at the Company's prevailing rate; incremental fees will be calculated on the average monthly storage overage and invoiced quarterly.

Databases smaller than 1 Gigabyte can be exported through the Application's "Export Whole Database" feature. The exportation of databases larger than 1 Gigabyte must be performed by Licensor's professional staff with Licensee being charged for associated time and material.

The Company will maintain the System during the term of this Agreement. In the event System has been modified or customized, and the Company personnel performed those modifications, the Company

agrees to maintain the System as modified. The cost of regular application maintenance (break/fix) is included in the Concurrent User Fees. Software support beyond regular application maintenance may be billable to Licensee at the Company's prevailing Professional Services rates

The Company reserves the right to modify the System from time to time; provided that Licensee may terminate this Agreement without penalty within sixty (60) days following any such change to the System that has a material adverse effect on the functionality of the System, if the Company fails to correct the adverse effect in the sixty (60) days following Licensee's written notification to the Company of such effect.

The Company, its affiliates or subcontractors may perform some or all of the Company's duties and/or obligations hereunder.

Licensee Responsibilities

Licensee must obtain from the Company a sufficient number of valid User Access Licenses sufficient for the number of authorized Concurrent Users to use the System.

Licensee will use the System only for its internal business operations and will not permit the System to be used by or for the benefit of anyone other than Licensee.

Licensee will not have the right to re-license or sell rights to access and/or use the System or to transfer or assign rights to access or use the System, except as expressly provided herein.

Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the System. Licensee agrees to use the System in a manner that complies with all applicable laws including intellectual property and copyright laws. The Company expressly reserves all rights not expressly granted to Licensee herein.

Licensee shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System in any way; (ii) modify or make derivative works based upon the System; (iii) create Internet "links" to the System or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System, or (c) copy any ideas, features, functions or graphics of the System.

Licensee shall not: (i) send spam or otherwise duplicative or unsolicited

messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the System or the data contained therein; or (v) attempt to gain unauthorized access to the System or its related systems or networks.

Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the System through a single identification or password code being made available to multiple users on a network.

Licensee will be responsible to provide, install, and maintain all workstations equipment and operating system and other software to establish and utilize a supported World Wide Web browser; as well Licensee is responsible for establishing and maintaining an Internet connection necessary to access and use the System. Licensee is responsible for all costs and fees (including, but not limited to telephone service, or other telecommunications service, computers and modems) associated with such providing user workstations and Internet services. The Company recommends a broadband Internet connection typically this is a minimum connection method/speed of a DSL Internet line. The Company does not recommend using a dial-up modem as an Internet connectivity method in the use of the System.

USE OF THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

As part of the registration process for the System, each Licensee user will be given a password. Licensee will be responsible for maintaining the confidentiality of any password used to access the System. Licensee will be fully responsible for any and all activities that occur under Licensee's account and passwords.

Data Ownership; Confidentiality; Loss

All data created or transmitted by Licensee and stored on the Company servers as part of using the System shall at all times be owned by Licensee.

All data pertaining to Licensee disclosed to the Company in connection with the performance of this Agreement and residing on the Company's application server will be held as confidential by the Company and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. The Company will safeguard the confidentiality of such data using the same standard of care that the Company uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of the Company, generally known or available; (ii) is known by the Company at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the Company by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the Company as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the foregoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

Licensee acknowledges that the ClientTrack and other data on the Company's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to the Company. Licensee will safeguard the right to access the System and other applications installed on the Company's application server using the same standard of care that Licensee uses for its own confidential materials.

The Company will perform a regular backup of System data on its application servers, using the same standard of care that the Company uses for its own data, but the Company shall in no event be liable to Licensee or any third party for loss, destruction or corruption of Licensee Data.

Licensee agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with loss of Licensee Data and that the fees payable under this Agreement have been calculated on the basis that the Company shall exclude liability as provided in this Section.

The Company specifically recommends that Licensee make use of the ClientTrack Application's "Export Whole Database" feature to ensure that the Licensee maintains a viable copy of Licensee's data to meet Licensee's Disaster Recovery / Business Continuity requirements.

Service Levels

Except as otherwise provided herein, the Company will use commercially reasonable efforts to make the System available in accordance with prevailing Software as a Service / Application Service Provider industry standards, taking into account the Licensee's workstations and the speed of their Internet connection to access and use the System.

The Company will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents or errors in the System (hereinafter "Defects") and substantially restore the System to conform to specifications included in the current Licensee/Company contract documents and current System documentation.

Technical Support

Licensee acknowledges that, except as expressly provided in this Section, all support for the System shall be provided as defined by the Company pursuant to current Licensee/Company contract and related support documents and prevailing Company business practice. The Company shall provide support to Licensee only with respect to access and availability of the System maintained by the Company pursuant to this Agreement ("System Support"). System Support shall be available via telephone and email during the hours of 7:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday, excluding federal holidays.

System Support after the provided hours may be provided by the Company, on an emergency basis, by Company personnel made available during these hours. Additional support fees may apply.

Licensee acknowledges that issues outside the normal scope of the Company's standard technical support may be billable to the Licensee as professional services at the Company's prevailing professional services time and material rates; however, the Company will not perform nor bill for such services without prior approval in writing by the Licensee.

Term and Termination

This Agreement commences on the effective date and shall continue until the Licensee formally terminates this agreement under the terms herein or as provided in the current Licensee/the Company contract.

Limitation of Damages

The Company exercises no control over and accepts no responsibility for the content of the information passing through the System. The Company specifically denies any responsibility for the accuracy or quality of information obtained through the System. Use of any information obtained via the System is at Licensee's own risk.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF THE COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE, OR LOST DATA), NOR SHALL THE COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Force Majeure

The Company shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond the Company's reasonable control.

[Business Lookup](#)

License Information:

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

Entity name: ECCOVIA, INC.

Business name: ECCOVIA, INC.

Entity type: [Profit Corporation](#)

UBI #: 603-269-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 545 E 4500 S STE E260
SALT LAKE CITY UT 84107-2956

Mailing address: 545 E 4500 S STE E260
SALT LAKE CITY UT 84107-2956

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	May-31-2022	Mar-27-2013

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

Governing people	Title
CHAMPAGNE, CARLTON	

Registered Trade Names

Registered trade names	Status	First issued
ECCOVIA SOLUTIONS	Active	Dec-13-2016
ECCOVIA, INC.	Active	Jun-18-2019

The Business Lookup information is updated nightly. Search date and time: 1/27/2022 10:58:02 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	CONTACT NAME: Holly Rencher PHONE (A/C, No, Ext): 801-924-1400 E-MAIL ADDRESS: certrequests@ajg.com FAX (A/C, No): 801-924-1441
INSURED EccoVia, Inc 545 East 4500 South #260 Salt Lake City UT 84107	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Underwriters at Lloyd's London INSURER C: Hartford Accident and Indemnity Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 415956153**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIK0334	6/21/2021	6/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAIK0334	6/21/2021	6/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIK0334	6/21/2021	6/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	34WECCD5935	2/1/2022	2/1/2023	<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
B B	Cyber Liability Professional Liability			1138979-01 1138979-01	6/21/2021 6/21/2021	6/21/2022 6/21/2022	Each Wrongful Act \$5,000,000

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

Verification of insurance subject to the terms and conditions of the policy.

Cyber Liability includes coverage for "Data Privacy and Network Security Liability", "Media Liability", and "Professional Liability"

CERTIFICATE HOLDER**CANCELLATION**

Spokane City Hall - Community Housing & Human Services
808 W. Spokane Falls Blvd
6th Floor, City Hall
Spokane WA 99201
USA

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

AUTHORIZED REPRESENTATIVE

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

03/07/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2020-0723

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 HYLAND ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

Cross Ref #**Project #****Bid #****Requisition #**

CR# 23339

Agenda Wording

Contract with Hyland Software, Inc for Annual Software Maintenance and Support for the City's OnBase document imaging system. Requesting \$68,036.74 including tax for the renewal of this contract. Term is April 1, 2022 - March 31, 2023.

Summary (Background)

Hyland Software supports the City's OnBase document imaging systems, 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. The 2022 annual maintenance is \$68,036.74. The 2021 contracted amount was \$68,041.67

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 68,036.74

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SLOON, MICHAEL

Study Session\Other

Urban Experience

Division Director

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

PRINCE, THEA

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

hylandcontracts@onbase.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Pricing via GSA contract# GS-35F-249DA.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

URBAN EXPERIENCE COMMITTEE

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>2/14/2022</u>
Agenda Item Name	Hyland Software, Inc. Annual Software Maintenance and Support
Summary (Background)	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. The 2022 annual maintenance is \$68,036.74. The 2021 contracted amount was \$68,041.67. Contract term from April 1, 2022 through March 31, 2023.
Proposed Council Action & Date:	Pass Council on March 7 th , 2022.
Fiscal Impact: Total Cost: \$68,036.74 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Specify funding source: 5300-73300-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our document imaging and management system.	



City of Spokane
CONTRACT RENEWAL
Title: ONBASE SOFTWARE SUPPORT

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE, INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement wherein the Consultant agreed to provide SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM; and

WHEREAS, the contract for Maintenance and Support provided for four (4) additional one-year extensions, with this being the second of those renewals ("Renewal Contract").

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

1. CONTRACT DOCUMENTS.

The original Contract dated July 22, 2020 and July 28, 2020, and any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal Maintenance and Support shall become effective on April 1, 2022, and end on March 31, 2023 ("Renewal"), unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated maximum annual maintenance fee not to exceed **SIXTY EIGHT THOUSAND THIRTY-SIX AND 74/100 (\$68,036.74)**, including tax, for everything furnished and done under this Contract Renewal and set forth in the Original Contract. This is the maximum amount to be paid under this Renewal, and shall not be exceeded

without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

HYLAND SOFTWARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Hyland Invoice No. LE01-241856

**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 certifies, 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)



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

MAINTENANCE INVOICE

LE01-241856

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

INVOICE DATE	12/28/2021
PO NUMBER	
CONTRACT NUMBER	GS35F249DA
DUE DATE	03/31/2022
FEDERAL TAX ID	34-1699247
BILL TO CUSTOMER NO.	10294

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

Maintenance Period: 04/01/2022 - 03/31/2023

Product Code	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees Product:OnBase	1	62,419.01	62,419.01

Electronic Remittance Information

Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	<i>Wire/ACH Payments:</i> Bank Name: Bank of America, N.A. SWIFT: BOFAUS3N ACH Routing No: 071000039 Wire Routing No: 026009593 Account No: 8670616576 CHIPS No: 0959 Account Name: Hyland Software, Inc.
--	--

Subtotal	62,419.01 USD
Tax	5,617.73 USD
Total Invoice Amount	68,036.74 USD
<i>Amount Due After 03/31/2022 *</i>	<i>74,278.64 USD</i>

For billing or payment inquiries, please call 1-440-788-5045 and select Option 1 for Accounts Receivable or email 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 accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

*A 10% reinstatement fee will be charged for maintenance fees received 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.

**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 loc	License #	Count	Details	Status	Expiration date	First issuance
Bellingham General Business	052133			Active		Aug-01-2013
SeaTac General Business - Non-Resident				Active	Jul-31-2022	Jun-12-2019
Spokane General Business - Non-Resident				Active	Jul-31-2022	May-07-2015



Governing people	Title
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BERNARD, MARCEL	
-----------------	--

BORO, SETH	
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BRAVO, ORLANDO	
----------------	--

GOODMAN, J. CHARLES	
---------------------	--

HYLAND, A J	
-------------	--

HYLAND, CHRISTOPHER J	
-----------------------	--

LINES, JIM	
------------	--

PEMBRIDGE, TIMOTHY	
--------------------	--

POSKOCHIL, RODNEY	
-------------------	--

PRIEMER, WILLIAM	
------------------	--

VIRNIG, CHIP	
--------------	--

ZUBIZARRETA, MIGUEL	
---------------------	--

Registered Trade Names

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

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/20/2022 9:29:38 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

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

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

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	CONTACT NAME: Mackenzie Hurd PHONE (A/C, No, Ext): (216) 367-8787 FAX (A/C, No): (216) 241-4520 E-MAIL ADDRESS: mhurd@oswaldcompanies.com
INSURED HSI Holdings I, Inc. Hyland Software, Inc. 28500 Clemens Road Westlake OH 44145	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Co. INSURER C: Pacific Indemnity Company INSURER D: INSURER E: INSURER F:
	NAIC # 20281 20303 20346

COVERAGES**CERTIFICATE NUMBER:** 21/22 GL/AUTO/**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3578-33-25	12/31/2021	12/31/2022	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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7352-28-83	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7988-20-68	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	(22) 7171-39-93	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

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

03/07/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2022-0147

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #

RFP 5435-21

Agenda Item Type

Contract Item

Requisition #

MASTER

Agenda Item Name

5300 TECHNICAL SERVICES FOR PMO & ITSD PROJECTS

Agenda Wording

Master contract with Infinite Innovations for technical services in support of PMO and ITSD projects. Requesting \$150,000 per year, not including tax. Term is February 1, 2022 - January 31, 2024. Company was selected via RFP 5435-21.

Summary (Background)

The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 150,000 (2022)

Expense \$ 150,000 (2023)

Select \$

Select \$

Budget Account

Various Accounts

Various Accounts

#

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

SLOON, MICHAEL

Finance

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**Urban Experience
2/14/2022**Council Sponsor**

CM Michael Cathcart

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Dennis Bork - dennis@infinnovations.tech

Committee Agenda Sheet

URBAN EXPERIENCE COMMITTEE

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/14/2022
Agenda Item Name	Contract for Technical Services for PMO and ITSD Projects
Summary (Background)	The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Contract term 2/1/2022 through 1/31/2024 with options to renew, not to exceed \$150,000 per year.
Proposed Council Action & Date:	Pass Council on March 7 th 2022.
Fiscal Impact: Total Cost: \$150,000 per year Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in support of PMO and ITSD projects.	



City of Spokane

MASTER CONSULTANT AGREEMENT

**Title: TECHNICAL RESOURCES FOR THE
INNOVATION AND TECHNOLOGY
SERVICES DIVISION AND PROJECT
MANAGEMENT OFFICE**

This Master Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INFINITE INNOVATIONS**, whose address is 8390 North Chateaux Drive, Hayden, Idaho 83835 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide AS-NEEDED TECHNICAL RESOURCES FOR THE INNOVATION AND TECHNOLOGY SERVICES DIVISION AND PROJECT MANAGEMENT OFFICE; and

WHEREAS, the Consultant was selected from a Request for Proposal No.5435-21.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2022, and ends on January 31, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed three (3) additional one (1) year contract periods.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total annual compensation for Consultant's services under this As-Needed Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, per year, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications 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 Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall

detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor 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.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant 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.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

INFINITE INNOVATIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment

22-007

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Technical Resources for ITSD and PMO

RFP # 5435-21

City of Spokane



RFP Response from

Infinite Innovations, LLC

<https://infinnovations.tech>



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B. Letter of Submittal

Letter of Submittal

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

Subject: Letter of Submittal
RFP # 5435-21 Technical Resources for ITSD and PMO

To whom it may concern,

After reviewing RFP 5435-21 in detail, we are excited to provide a response as this request fits our skillset and experience. We feel that we would be a great fit as we already have a strong history with the City of Spokane, understand its culture and its leaders and have positively delivered in our performance on past projects with the City.

Founded in 2012, we are a Limited Liability Company (LLC) operating out of Coeur d'Alene, Idaho that specializes in technical consulting, analysis and custom development for small businesses and government entities as well as subcontracting support for larger firms that also work with government in but not limited to the criminal justice and law enforcement space. Having the diversity of working with local governments, larger private firms and directly with some of the vendors used by some of these agencies, we feel that we have a level of depth to our experience in criminal justice and law enforcement that our competition will struggle to match.

Most projects that we have worked on, have been projects where resources needed to be supplemented and we worked alongside the customer's employees and in some cases led or managed them. In these scenarios, we work seamlessly with our customers to maximize their productivity and ROI, proving to them that they made the right choice to supplement their staff with our expertise.

We thank you for providing us the opportunity to respond and appreciate your consideration during the evaluation process. We are looking forward to further serving the City of Spokane either through the capacity of this project or a future one.

Respectfully,

Infinite Innovations, LLC



Dennis S. Bork Jr
Owner

Infinite Innovations, LLC

Full Legal Name and Address of the Offeror who will execute this contract with the City of Spokane	
Company and Contact	Contact Information
Infinite Innovations, LLC Dennis Bork/ Owner	418 E. Lakeside Ave. Ste. 5 Coeur d'Alene, ID. 83814 (208) 964-6877 dennis@infinnovations.tech

- a. Infinite Innovations intends to enter into a contract with the City of Spokane in accordance with all terms outlined within the RFP that this response is to (RFP 5435-21).
- b. Dennis Bork, owner of Infinite Innovations, LLC will serve as the Principal Officer for the Offeror.
- c. Infinite Innovations, LLC is structured as a Limited Liability Company (LLC) under the laws, rules, and regulations of the state of Idaho.
- d. We have reviewed the RFP and its attachments and agree that we will do everything required to abide by the terms and conditions set forth in these documents as requested by the City and the agencies that will be provided for through this agreement.

C. Technical Proposal

Infinite Innovations specializes in three of the technical and professional roles that the City of Spokane has deemed they need assistance with. Of the scope of services being requested, we believe that we can offer top notch professionals to provide project assistance, business analysis and technical professional services, specifically programming.

1. Technical Background

1.1. The Problem and Need

It is understood that the City of Spokane (referred from hereon as the “City”) needs experienced resources to supplement their own which can be scaled as needed to satisfy project deliverables across numerous City departments and verticals. Hiring employees for project specific work may solve the immediate need for labor however, when the project has been completed it may be a challenge to find work for those resources to do later outside of a support or enhancement role. In addition, there are overhead costs associated with employing and managing your own resources which can be challenging and unpredictable when the need flexes based on the ever-changing climate and funding found in small government.

As the City carries out its vision and roadmap to serve its citizens through its many departments, there will be systems that need to be purchased off the shelf or developed. These systems will need to be configured and implemented while following best practices for both security and industry standards. Developers and implementation experts will be needed. Data from the old system may need to be converted or migrated to the new application. Peripheral to those systems there will be the need to develop interfaces to connect with disparate systems to retrieve and send data.

Before any purchase, development or implementation can be done, analysis will need to be completed in the beginning and through the duration of the project.

Requirements will need to be gathered and documented. These requirements will need to be presented to the project’s stakeholders and sponsors for review. During this process feedback will need to be applied and the requirements eventually will need to be finalized and signed off on. This process is not only technically demanding but can also be emotionally draining on the department’s internal resources. Great care must be taken during this process to provide bandwidth for a resource to do their normally

assigned job while also assisting with the process of providing information as a subject matter expert to prevent potential burnout. Coordinating and documenting this process while balancing the human element and capturing all the details takes skill, patience, and professional persistence.

To tie everything together, PMO resources will be needed to plan the project, timebox all deliverables into a schedule and keep it on track from beginning to end. A project manager with the assistance of supporting PMO resources will need to keep a pulse on the project and pivot as needed to assure all project milestones are hit on time or adjusted as needed if not possible. The work involved in the project will need to be documented and broken down into appropriate work breakdown structures and fit into schedule, identifying predecessor and successor tasks. These tasks will be used to determine a critical path which must be protected to assure the project is completed and closed successfully.

1.2. The Solution

The solution to the problem is temporarily supplementing an agency's resources with outside expertise that is self-managing, pays for its own overhead and can be deployed as needed. This is a solution that we, Infinite Innovations can provide and would enjoy the opportunity to assist the City with our experience and the expertise that we have accumulated by already working with the City which puts us in a good position to deliver on this solution.

1.2.1. The Team

To assure the best service possible and the least amount of overhead to the City, we would approach this solution by deploying a group of resources which would work together to satisfy the needs identified in the above problem statement. The team we plan on deploying would consist of a project management resource, business analyst and a senior developer.

When our team is deployed, all three of these resources will answer through a chain of command detailed later in the [1.2.3. Line of Communications section](#). Using this approach, communication will be kept between the City's PMO, the assigned project's sponsors and our resources to assure any concerns are reported and addressed promptly.

While this is our standard approach when working with our customers, we are open to the City implementing a single resource without the team behind it. Know that in this

scenario, even though other team members may be hands off externally, internally within Infinite Innovations our resources will support each other giving that resource being utilized technical and professional expertise to fall back on.

1.2.1.1. Project Management Resource

A project management resource will be provided who would work tightly with the internal Infinite Innovations team as well as the City's PMO to assure the team's initiatives were in direct alignment with the City's PMO. They would have detailed knowledge of PMP practices, and the standards set by the Project Management Institute (PMI). This manager would keep our resources scheduled and allocated so that we can meet any amount of work that we have committed to and if one resource were unavailable, another of similar caliber would be available in their absence. He/she would be responsible for compiling project plans using Microsoft Project as needed as well as managing the workload internally using our own project management system and methodology. Depending on what the City provides and needs assistance with, we can assist with updating project plans and holding stakeholders and sponsors responsible for feedback and decisions.

Job Description

Responsible for overseeing the successful completion of projects using the principles of a PMP or an alternative methodology identified by our customer. This is not specifically a Project Manager position, but instead a professional that can back-up and implement the vision of a dotted lined PM or PMO. Responsibilities include collaborating with stakeholders to identify milestones and objectives, setting deadlines, tracking progress, and assigning tasks to the teams involved. The resource will need to monitor the progress of each assigned project and then keep stakeholders aware of their status, what the next steps will be, and what resources are required for completion. Being comfortable implementing and sticking to a change management process throughout the duration of the project and afterwards will be incredibly important to assure the project stays within scope and can pivot flexibly when needed.

1.2.1.2. Business Analyst

A business analyst will be included in the deployed team. This analyst will have the required experience and expertise to gather requirements, hold the users' hands throughout the implementation process as well as produce documentation. They will have medium to high technical expertise and will assist with data retrieval, report writing, QA testing and troubleshooting. This analyst will more than likely be the face of the group when it comes to interfacing with the business and end users while the project management resource will interface primarily with upper management and sponsors. Work done by this resource would primarily be done through an Agile approach in small sprints scheduled by the project management resource.

Job Description

Responsibilities include systems analysis for existing and new systems and solutions using both agile and waterfall methodologies, defining and documenting both business and technical requirements and holding our customer's hand throughout the process to assist them in understanding their needs and assuring they are met. Responsibilities may also include research and analysis of 3rd party solutions to assist in determining a customer's requirements and performing GAP analysis to determine if business requirements are being met. Technical responsibilities may include extracting data from databases for use in reports and analytics, report writing and automated document authoring. The ability to rapidly learn new proprietary systems and how they are used by a customer is a must. Depending on the project needs, this role may also be responsible for QA testing to find new bugs or recreate existing bugs.

1.2.1.3. Senior Developer

To compliment and add to the skillsets of the business analyst, a part time senior developer will be provided for the more complicated and technical programming tasks. This could be coding extensive and complex SQL queries, developing ETL focused solutions using SQL jobs and SSIS, bug fixes in existing systems, developing new systems or modules from the ground up, or writing interface code to connect the City's internal systems.

Job Description

Responsibilities include identifying, prioritizing, and executing tasks in the software development life cycle. Developing application and interfaces by producing clean, efficient, and well-documented code using languages such as but not limited to ASP.NET/C#, Java, Groovy and Python. Resource will work with databases by creating and maintaining complex queries, views, and stored procedures. In depth knowledge of ETL approaches will be needed as responsibilities may include data migration and conversion. The ability to guide and mentor junior developers and our customers regarding technical and architectural concerns using industry and security standards is a must.

1.2.2. The Approach

Even though the City will have its own approach and software to manage the tasks needed, we use our own to keep track of the City's high-level needs internally. The more granular information regarding each task will be maintained in the City's system so it can be viewed by both the City's management and their users. Any code written, reports that have been created, config files, database structures (stored procedures, functions, table and view creation statements, etc.) or any other product of effort that is digital will be stored in our own internal code repository so that in the event that the product is lost or unintentionally altered it can be quickly and accurately restored. Any data, usernames or passwords in these items will be stripped before being committed to our source code repository.

1.2.2.1. Location

Our resources are expecting to primarily work remotely from our downtown Cour d'Alene office. The office is setup for CJIS compliance, having a locking door, controlled

access, and covered windows. As needed, our resources will make the commute to Spokane for in-person meetings and other demands that cannot efficiently be addressed remotely. To keep a personal touch, our resources may come to meetings occasionally in-person even when meeting remotely will suffice.

1.2.2.2. Change Orders

Given the nature of this contract, we do not foresee change orders between the City and Infinite Innovations unless it is a change or amendment to the contract(s) produced from this RFP as no project has been paid out in the RFP that this is in response to. In the case of a need to change or renew the contract produced from this RFP, the project management resource identified above would work with Infinite Innovations internally to accomplish any administrative needs. Technical change orders (changing code, deploying a solution to a server, etc.) within the City and its business units will be executed using the City's internal Change Management process which we are very familiar with given our previous work with the City. Changes made to the scope of a project will follow the City's PMP driven change management control as it has been established with the business units leveraging the City's PMO.

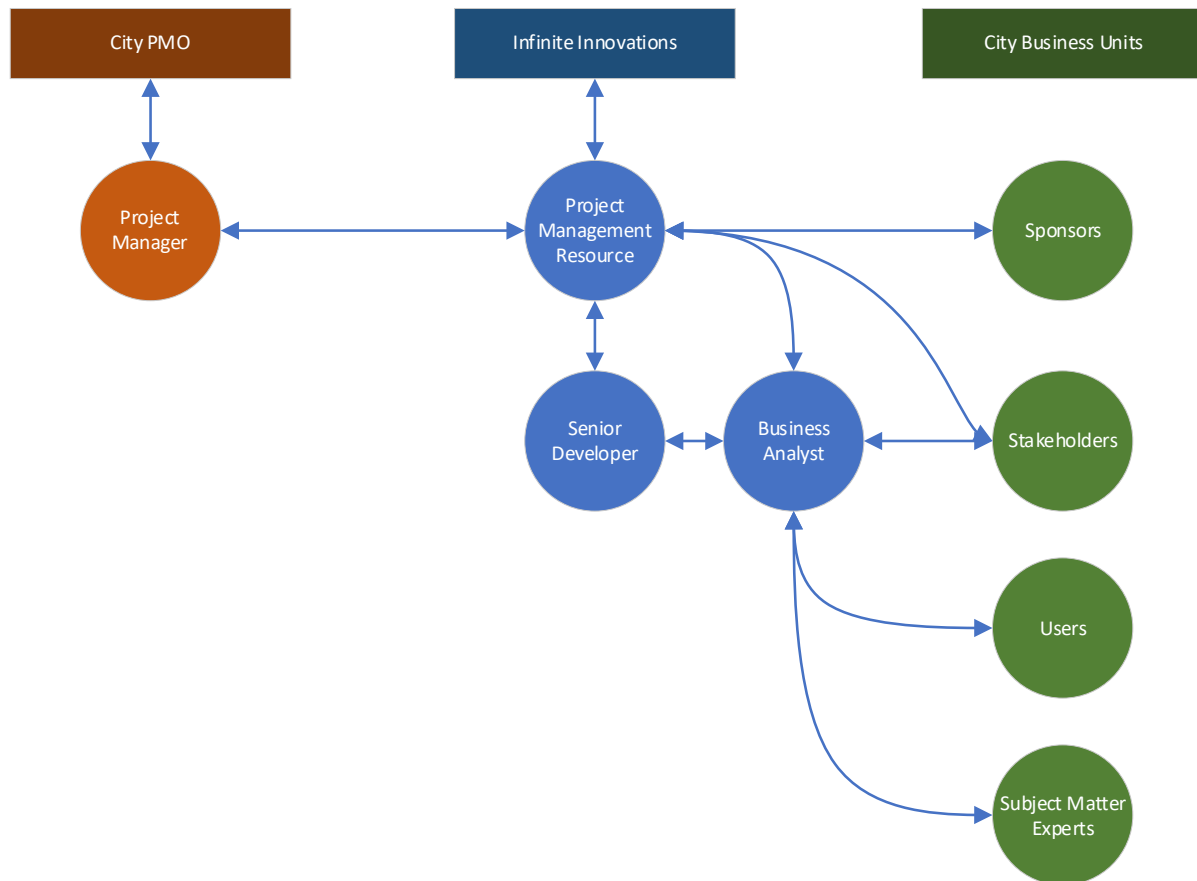
1.2.2.3. Communications

Immediate communications between our resources and the City and its users will be done through Microsoft Teams unless specified otherwise. Email will be used as a secondary communication channel when more detail is needed, or outside resources are being engaged. All email related to our work with Spokane will be kept for the identified retention period. As a last resort, phone will be used. This order of precedence is proposed as we are open to working with the City on any communications plan that works best for them.

1.2.3. The Line of Communication

How our internal team interacts with the City’s PMO office and the City’s business units, or departments assigned to the project will be critical to the project’s success. The below diagram proposes how our own resources propose to communicate among each other and when interfacing the City’s PMO, project stakeholders, sponsors, subject matter experts (SME’s) and users.

Proposed Line of Communication



1.3. Non-Compete

The following is a clause from an agreement we have our employees and contractor's sign in regard to competing and solicitation:

Non-Solicitation.

Employee/Contractor further agrees that during the term of this Agreement and for one year thereafter, he or she will not solicit, divert, or attempt to divert or take away any clients or customers of the Company, including, without limitation, any potential clients or customers consulted with, during the term of this Agreement. Moreover, for the same period of time, Employee/Contractor agrees not to solicit, employ or contract with any of the independent contractors, clients, customers, or employees of the Company.

1.3.1. Resource Conversion

If the City would like to convert an Infinite Innovations resource to a full-time position with the City, a request would need to be made via email to Denny Bork at dennis@infinnovations.tech. At this time, we have no written procedure on how we would answer or potentially accommodate a request like this but we are open to discussing it on a case by case basis.

D. Management Proposal

Having been operational for roughly eight years, we have accrued a wealth of experience in addition to our technical and professional skillset regarding the inner workings of small government, the criminal justice and law enforcement industry and some of the proprietary systems and their API's that are used in these verticals as well as a detailed understanding of their vendors and how they operate.

Our Core Principles

- Integrity
- Trust
- Tenacity
- Follow-through

1. Experience

Our focused list of offerings can be found at a high level in the following core competencies and proprietary knowledge sections. Details as to the resources we have, and their specific skillsets will be covered in a later section.

1.1. Skillsets and Competencies

1.1.1. Core Competencies

The following are our core competencies:

- Custom interface development
- Systems integration
- Data migration
- Data conversion
- Project Management
- Business analysis
- Report writing
- Advising and technical guidance

1.1.2. Technical Skillsets

Programming/markup languages

- ASP.NET/C#/ MVC
- VB.NET
- VBA
- Groovy
- Java
- CSS/ SCSS
- HTML, HTML 5
- PHP
- Classic ASP
- JavaScript/ JQuery
- Angular

Database/ETL expertise

- Microsoft SQL Server 2000 – 2019
 - SSMS (SQL Server Management Studio)
 - SQL Service Broker
 - SQL Jobs
 - DTS (Data Transformation Services)
 - SSIS (SQL Server Integration Services)
- Microsoft Access
 - VBA programming
 - Office integration

Source Code Repositories

- TFS
- Git
- SVN
- BitBucket

Web Service Consumption and Development

- SOAP
- REST

System Administration

- IIS (Internet Information Services)
- Scheduled Tasks
- High level server administration
- Logging
- Monitoring
- Firewall and antivirus troubleshooting

1.1.3. Proprietary Knowledge

The following are proprietary systems that we have worked with in our recent experience which may be applicable to Spokane's current or future projects.

- **JustWare by New Dawn Technologies (now Journal Technologies)**
 - Business rules, API development, report writing, system configuration, systems architecture and conversion and migration of the JustWare data.

- Overall general user support for the application.
- **eSeries (includes eCourt, eProbation, eDefender and eProsecutor) by Journal Technologies**
 - Business rules, API development, system configuration, report writing.
 - Overall user support for the application.
- **OnBase by Hyland Software**
 - Interface development, API development, workflow and conversion and migration of the OnBase data.
- **Odyssey File and Serve by Tyler Technologies**
 - Interacting with the Odyssey File and Serve platform using their API endpoints.

2. Resources

The following resources have been identified for assignment in response to this request for proposal. These resources provide to the best the beforementioned skillsets and expertise. Due to overlap of expertise and resource allocation levels, duties may overlap, and time allocated to a task may be split among team members. Below are high level highlights of their resumes. Full and detailed resumes can be provided upon request.

2.1. Assigned Positions and Job Duties

2.1.1. Assigned Project Management / Senior Development Resource

<p>Dennis “Denny” Bork <i>Owner/Operator</i></p> <p>Industry Specializing In: Criminal Justice, CJIS</p>	<p>Industry Experience: 16 + years</p> <p>City of Spokane Experience: Roughly 9 years</p>
<p>Overview:</p> <p>Business owner providing a well-rounded mix of hard and soft skills to assure clients get maximum output with minimum overhead. Management strengths include business development, business analysis and project management. Familiar with the PMP principles established and maintained by the PMI. Having over 16 years in the industry, Denny has a wealth of experience to share with the City. Nine of the years spent in the industry were done so serving the</p>	

City of Spokane either as an employee or a contractor which makes Denny very familiar with the City's inner processes, department heads and users, systems, and their needs.

Technical strengths include but are not limited to C#/ASP.NET, VB.NET, VB6, PHP, ASP, Angular, JS/JQuery and Groovy. In addition to programming languages, database programming, ETL and reporting experience includes MSSQL, SSIS, SSRS, DTS, MySQL and Access. Also experienced with data structures and transform methodologies such as XML, XSLT, XSD, XPath, JSON and REST and SOAP web services.

Work History:

- Infinite Innovations
 - *Owner/Lead Developer (2012 – present)*
- Quantum Star Technologies
 - *Chief Operating Officer, COO (2017 – 2018)*
- City of Spokane
 - *Information Analyst (2014 – 2016)*
 - *Web Developer (2012 – 2014)*
 - *Programmer Analyst (2008 – 2012)*
- Coldwater Creek
 - *Web Support Developer/ Application Support Analyst (2006-2008)*
 - *Level II Support/ Application Support Analyst (2005 – 2006)*
 - *Technical Support Analyst (2003 – 2005)*

Education:

- B.A.S., Information Systems. Kaplan University, 2012

Assignment:

Denny will be responsible as the bridge between the City and Infinite Innovations and will be responsible for resource scheduling and allocation as well as assuring the City and its business units are satisfied with the service provided through any contract drafted between the two entities. Having the technical expertise of a senior developer Denny will serve not only as the project management resource, but also the Senior Developer initially with a plan to phase in another senior developer who will be identified as the secondary senior developer.

2.1.2. Assigned Secondary Senior Development Resource

<p>Ben Ziegler <i>Senior Developer/Development Manager</i></p> <p>Industry Specializing In: Payment Gateways, PCI Compliance</p>	<p>Industry Experience: 14 + years</p> <p>City of Spokane Experience: 0 years</p>
<p>Overview:</p> <p>Self-motivated, creative individual with an established track record for meeting and exceeding objectives. Fourteen years’ experience developing web enhancement features, internal websites, windows services, integrating third-party API’s, creating and integrating web services, and internal applications. Strong oral and written communication skills. Proven analytical and problem-solving skills. Created multiple windows services, web services, windows application projects and website enhancements per the given project documentation in coordination with the business requirements and processes. Constantly meeting and exceeding fast paced project deadlines from design to implementation to further enhance the businesses use of their process(es) and internal applications. Experience in waterfall and agile based development teams</p> <p>Work History:</p> <ul style="list-style-type: none"> • Infinite Innovations <ul style="list-style-type: none"> ○ <i>Development Manager/Senior Developer (2020 – present)</i> • Computers Unlimited <ul style="list-style-type: none"> ○ <i>Lead Software Developer (2021 – present)</i> • Merchant First <ul style="list-style-type: none"> ○ <i>Senior Software Developer (2018 – 2021)</i> • National Flood Service (NFS) <ul style="list-style-type: none"> ○ <i>Senior Software Developer (2014 – 2018)</i> • MyCustomIT (MCIT) <ul style="list-style-type: none"> ○ <i>Lead Software Developer (2012 – 2014)</i> • The CashLINQ Group <ul style="list-style-type: none"> ○ <i>Lead Software Developer (2011 – 2012)</i> • Coldwater Creek <ul style="list-style-type: none"> ○ <i>Software Developer (2006 – 2011)</i> 	

Education:

- B.S. Computer Science (Incomplete by 15 credits), Bakers College 2008 – 2012
- Certified National Tutor, Bakers College 2009 – 2013
- A.A.S. Computers, Networks and Systems, ITT Technical Institute 2002 – 2004
- OWASP Member (2010 – present)

Assignment:

Ben will be assigned as the secondary senior developer to assist when Denny is not available. As a contract evolves, the plan would be to bring Ben into the sole position of the senior developer.

2.1.3. Assigned Business Analyst Resource

Sandra Willard <i>Business Analyst</i>	Industry Experience: 18 years
Industry Specializing In: Criminal Justice, CJIS	City of Spokane Experience: 2 years
Overview:	
<p>Diligent analyst with excellent communication skills, very organized and pays close attention to detail. Strong background in requirements gathering, project management and providing detailed reports. With roughly 18 years of experience in IT serving in analyst, QA, project management and other IT managerial roles Sandra provides a deep level of experience of soft and hard skills to any project she is assigned to. Of those 18 years, 2 years were spent working closely with the City of Spokane’s Prosecutors, Public Defenders, Probation and Municipal Court departments as a project manager. Being a certified SCRUM master makes her a great resource for not only requirements gathering and interacting with users but also coordinating and managing those efforts.</p>	
<p>Her technical skillsets encompass but are not limited to MS SQL, MySQL, MS Access, MS Test Manager, Redmine, Team Foundation, Visual Source Safe, and Crystal Reports. Programming languages she is familiar with are VB, C++, HTML,</p>	

and Delphi in different capacities. Strong proficiency in Microsoft Office, Word, Excel, Visio, and PowerPoint as well as SharePoint.

To compliment her technical expertise, she is also a certified Project Management Professional (PMP)[®] and has been since 2008.

Work History:

- Infinite Innovations
 - *Systems Support Analyst (2021 – present)*
- Idaho Department of Lands (via TekSystems)
 - *QA Analyst II (2018 – 2020)*
- City of Spokane
 - *Senior Project Manager (2015 – 2017)*
- Idaho Department of Lands (via TekSystems)
 - *QA Analyst II (2014 – 2015)*
- Levi, Ray & Shoup, Inc. (LRS)
 - *Project Manager (2007 – 2010)*
- Quantum Solutions
 - *Director of Professional Services (2007)*
- Springfield ARC
 - *IT Manager (2005 – 2006)*
- Allentium Software
 - *Software QA Engineer (2003 – 2004)*
- BC Oil and Gas Commission
 - *Client Services Coordinator (2002 – 2003)*
- IFCO Systems
 - *Senior Quality Assurance (1999 – 2001)*

Education:

- PMP (Project Management Professional) certified, PMI 12/2008 - 12/2023
- Certified SCRUM Master, Scrum alliance 02/2009
- CTFL (Certified Tester, Foundation Level), ISTQB (International Software Testing Qualifications Board), 06/2008

Assignment:

Because of her combination of managerial, professional, and technical skills as well as her familiarity with the City of Spokane, its inner workings, and the department heads as well as their users, Sandra would make a great resource as a business analyst for the

City. She will be the lead contact when working directly with the project users and stakeholders and will work closely internally with both Denny and eventually Ben.

2.1.4. Potential Overlap of Allocation

It is the intent that the resources identified will do the work specific to their assigned role however, as previously mentioned there is overlap in technical skillsets so it is possible that a resource may be occasionally performing work in one of the other roles temporarily. While our preference is to move and operate as a unit, instead of individual resources, we are open to isolating these responsibilities if the City determines it is in their best interest.

2.1.5. Resource Changes

While the intent is to staff any project created from the RFP that this response is addressing with the resources identified in this proposal, there is the potential for turnover and other unforeseen events and shifting in resource allocation. If this were to occur, we would work with the City to detail the resource's replacement, getting approval from the City to replace that resource.

3. Contract Portfolio and References

This information has been deemed proprietary and has been enclosed separately as "Attachment 2: Portfolio and References".

E. Cost Proposal

1. Hourly Rates

The following are the hourly rates for each of our resources identified above. When a project is specified and lift effort and hours are provided by the City, we would be happy to provide an overall cost.

Resource	Hourly Rate
Project Management Resource	\$95.00
Business Analyst	\$75.00
Senior Developer	\$95.00

**License Information:**[New search](#) [Back to results](#)**Entity name:** INFINITE INNOVATIONS, LLC**Business name:** INFINITE INNOVATIONS, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 604-461-949**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 418 E LAKESIDE AVE
STE 5
COEUR D ALENE ID 83814-2805**Mailing address:** 8390 N CHATEAUX DR
HAYDEN ID 83835-9193**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
Spokane General Business - Non-Resident				Active	Jun-30-2022	Jun-10-2019



Governing people	Title
BORK JR, DENNIS	

The Business Lookup information is updated nightly. Search date and time: 1/4/2022 2:08:16 PM

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[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2021

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

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

PRODUCER James E Dickinson Insurance Inc 609 N Syringa Street Post Falls ID 83854	CONTACT NAME: Keith Kline PHONE (A/C, No, Ext): (208) 773-0504 E-MAIL ADDRESS: keith@dickinsononline.com FAX (A/C, No): (208) 773-2805
INSURED Infinite Innovations LLC 8390 N Chateaux Dr Hayden ID 83835	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25895

COVERAGES**CERTIFICATE NUMBER:** CL2151306657**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MTK1559074E	02/19/2021	02/19/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			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	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

03/07/2022

Date Rec'd

2/21/2022

Clerk's File #

OPR 2021-0080

Renews #**Cross Ref #****Project #****Bid #**

PW ITB 5368-21

Requisition #

CR 23150

Submitting Dept

SOLID WASTE DISPOSAL

Contact Name/Phone

DAVID PAINE 625-6878

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 CONTRACT AMENDMENT FOR PUMP SERVICES AT THE WTE

Agenda Wording

Contract amendment with Sulzer Pump Services, Inc. (Santa Fe Springs, CA) for on and off-site service of the boiler feed water pumps at the Waste to Energy Facility. An additional \$50,000.00 is needed to cover repairs from 3/15/2021 - 3/14/2022.

Summary (Background)

The WTE utilizes Sulzer Pumps in its operation of the facility that supply water to the boilers to be converted into high pressure steam. The current contract for service to these pumps with Sulzer Pump Services, Inc. spans from March 15, 2021 through March 14, 2022 with a cost not to exceed \$100,000.00 including tax. Costs to rebuild one of the pumps was much higher than anticipated and an additional \$50,000.00 will need to be added to the contract for a total cost of \$150,000.00 including tax.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$50,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

AVERYT, CHRIS

Study Session\Other

UE 12/13/2021

Division Director

FEIST, MARLENE

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

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mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign: Oliver Feather, Service Center Manager,
oliver.feather@sulzer.com

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Amendment with cost for On-Site and Off-Site "As-Needed" Pump Repairs at the WTE
Date:	December 13, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract amendment with cost.

Background/History

The Waste to Energy Facility utilizes Sulzer Pumps in its operation of the facility that supply water to the boilers to be converted into high pressure steam. On December 31, 2020, bidding closed on PW ITB 5368-21 for on and off-site repairs of these pumps. Sulzer Pump Services, Inc. of Santa Fe Springs, CA, was the only response received. The initial contract award was for one (1) year with the possibility of four (4) additional one-year periods and will span from March 15, 2020 to March 14, 2021 with an annual cost not to exceed \$100,000.00 including tax. Costs to rebuild one of the pumps was much higher than anticipated and an additional \$50,000.00 will need added to the contract for a total cost of \$150,000.00 including tax.

Executive Summary:

- Contract amendment with cost for on and off-site pump repairs and maintenance for the Waste to Energy Facility.
- The current contract term is from 3/15/20 to 3/14/21 with a cost not to exceed \$100,000.00 incl. tax.
- An additional \$50,000.00 needs added to the current contract for a total amount of \$150,000.00.
- Additional funds needed to cover unanticipated costs of pump repairs in 2021.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT

Title: **On-Site and Off-Site "As Needed" Service
of Sulzer Boiler Feed Water Pumps**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Sulzer Pump Services (US) Inc.**, whose address is Los Angeles Service Center, 9856 Jordan Circle, Santa Fe Springs, California 90670 as ("**Contractor**"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to perform On-Site and Off-Site "AS NEEDED" Service of Sulzer Boiler Feed Water Pumps, per PW ITB 5368-21; and*

WHEREAS, additional funds have been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 11, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 15, 2021 and shall end March 14, 2022.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Additional funds needed. Pump repairs were more than anticipated.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SULZER PUMP SERVICES (US), INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

N/A

U2021-113



Agenda Sheet for City Council Meeting of:
03/07/2022

Date Rec'd	2/22/2022
Clerk's File #	CPR 2007-0040
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	TESSA DELBRIDGE 625-6716
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO SALARY REVIEW COMMISSION

Agenda Wording

Reappoint Linda McDermott to serve a four-year term on the Salary Review Commission from 3/7/2022 to 12/31/2025

Summary (Background)

Reappoint Linda McDermott to serve a four-year term on the Salary Review Commission from 3/7/2022 to 12/31/2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Budget Account

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session\Other</u>	
<u>Division Director</u>		<u>Council Sponsor</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		tdelbridge@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	msteinolfson@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

03/07/2022

Date Rec'd

2/23/2022

Clerk's File #

CPR 1981-0400

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO LIBRARY BOARD

Agenda Wording

Reappoint Casey Linane-Booey IV to serve a five-year term on the Library Board from 4/1/2022 to 3/31/2027

Summary (Background)

Reappoint Casey Linane-Booey IV to serve a five-year term on the Library Board from 4/1/2022 to 3/31/2027

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

achanse@spokanelibrary.org

Additional Approvals**Purchasing**

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

03/07/2022

Date Rec'd

2/23/2022

Clerk's File #

ORD C36176

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

MATT BOSTON X6820

Project #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0320 - ALLOCATING 2ND ROUND OF ARPA PROGRAM FUNDS

Agenda Wording

An ordinance amending Ordinance C36161 adopting the annual budget for the City of Spokane, allocating funding for the second round of programs from the American Rescue Plan Act.

Summary (Background)

This SBO allocates funds for the second round of programs funded via ARP dollars.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\OtherStudy Session - 1/27 &
2/24**Division Director****Council Sponsor**Beggs, Wilkerson,
Zappone**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

ORDINANCE NO C36176

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$12,100,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
 - A) Of the increased appropriation, \$1,200,000 is provided for the purpose of funding mobile medical clinics in the region.
 - B) Of the increased appropriation, \$1,500,000 is provided for the reimbursement of permit fees of attainable housing.
 - C) Of the increased appropriation, \$900,000 is provided for the grants to support the Downtown cultural events in order to reimburse marketing costs and police/fire costs owed to the city associated with those events.
 - D) Of the increased appropriation, \$3,500,000 is provided for the support of homelessness service capital and operational costs.
 - E) Of the increased appropriation, \$3,000,000 is provided for culturally appropriate behavioral health services and interventions for at risk and low-income youth.
 - F) Of the increased appropriation, \$2,000,000 is provided for ARPA focused projects of Citywide Significance.

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 appropriation authority for funding supporting homelessness, youth, a COVID-19 safe community, and city economic development, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

03/07/2022

Date Rec'd

2/17/2022

Clerk's File #

RES 2022-0022

Renews #**Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**

ELDON BROWN X6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 – STREET VACATION OF THE ALLEY BETWEEN SANSON AVE AND EVERETT AVE...

Agenda Wording

Resolution setting hearing before the City Council for April 11, 2022 for the vacation of the alley between Sanson Ave and Everett Ave, from the east line of Freya St. to the west line of Sycamore St, as requested by Jeff and Stacey Boies

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BECKER, KRIS

Study Session\Other

UE 2/14/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Michael Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

rbenzie@spokanecity.org

Purchasing

kbecker@spokanecity.org

R E S O L U T I O N 2022-0022

WHEREAS, on December 29, 2021, the Spokane City Council received a petition for the vacation of the alley between Sanson Ave and Everett Ave, from the east line of Freya St. to the west line of Sycamore St. in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Sanson Ave and Everett Ave, from the east line of Freya St. to the west line of Sycamore St, in the City of Spokane; 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 hearing on the petition to vacate the alley between Sanson Ave and Everett Ave, from the east line of Freya St. to the west line of Sycamore St, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **April 11, 2022**, 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 _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

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

03/07/2022

Date Rec'd

2/15/2022

Clerk's File #

RES 2022-0023

Renews #**Cross Ref #****Submitting Dept**

HUMAN RESOURCES

Contact Name/PhoneMEGHANN 6903
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**0620 RESOLUTION TO APPOINT HEATHER SWEET TO DIRECTOR OF CUSTOMER
EXPERIENCE**Agenda Wording**

Resolution to appoint Heather Sweet to Director of Customer Experience

Summary (Background)

Resolution to appoint Heather Sweet to Director of Customer Experience

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**STEINOLFSON,
MEGHANN**Study Session\Other**Finance & Admin
Committee**Division Director**STEINOLFSON,
MEGHANN**Council Sponsor**

CM Wilkerson/CP Beggs

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

jquick@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ksmith@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources
Contact Name & Phone	Meghann Steinolfson, x6903
Contact Email	msteinolfson@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Customer Experience
Summary (Background)	<p>All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03.01A.195.</p> <p><u>Appointment of Heather Sweet to Director of Customer Experience</u></p> <ul style="list-style-type: none"> The Director of Customer Experience recruitment opened on November 2, 2021 and closed on December 2, 2021. 106 applications were received; 53 applicants did not meet the minimum qualifications; 25 applicants passed only the minimum screening; 28 applicants passed the secondary screening which evaluated their KSAs through job description analysis; 10 applicants were selected to participate in the first round of telephone interviews. 5 candidates were selected for and participated in virtual interviews. Heather Sweet was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Customer Experience.
Proposed Council Action & Date:	Confirm the Appointment of Heather Sweet to Director of Customer Experience
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

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

RESOLUTION 2022 - 0023

A resolution approving the appointment of Heather Sweet as Director of Customer Experience.

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

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Heather Sweet as Director of Customer Experience.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Heather Sweet as Director of Customer Experience.

PASSED BY THE CITY COUNCIL ON _____, 2022.

City Clerk

Approved as to form:


Assistant City Attorney

P2107919VACA



Right-of-way Description:
The alley between Sanson and Everett
from the east line of Freya to the west line
of Sycamore

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 4, 2019

TO: Erik Johnson
Engineering Services

FROM: Terri Pfister, City Clerk

RE: Vacation of Granite Street

RECEIVED

FEB 17 2022

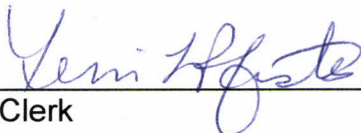
CITY CLERK'S OFFICE

Clerk's File No.
ORD C35825

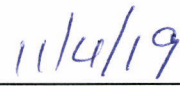
Attached is a copy of Ordinance C35825 for the vacation of:

**Granite Street between Upriver Drive and Ross Court as requested by
Riverview Retirement Community.**

This ordinance was read for the first time on October 21, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

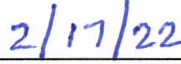


Date

Precedent conditions have been met and Ordinance C35825 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

October 21, 2019

City Clerk File No.:
ORD C35825


COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF GRANITE STREET BETWEEN UPRIVER DRIVE AND ROSS COURT AS REQUESTED BY RIVERVIEW RETIREMENT COMMUNITY and RELATED FIRST READING ORDINANCE C35825

During its 6:00 p.m. Legislative Session held Monday, October 21, 2019, the Spokane City Council held a hearing on the vacation of Granite Street between Upriver Drive and Ross Court as requested by Riverview Retirement Community. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Fagan absent), the City Council approved, subject to conditions (in the Street Vacation Report dated September 11, 2019), the vacation of Granite Street between Upriver Drive and Ross Court as requested by Riverview Retirement Community.

In conjunction with the hearing, Ordinance C35825—vacating Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
10/21/2019

Date Rec'd	10/9/2019
Clerk's File #	ORD C35825
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	ELDON BROWN 6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	4700- VACATION OF GRANITE BETWEEN UPRIVER & ROSS

Agenda Wording

Vacation of Granite St. between Upriver Dr. and Ross Ct., as requested by Riverview Retirement Community

Summary (Background)

At its legislative session held on September 23, 2019, the City Council set a hearing on the above vacation for October 21, 2019. Staff has solicited responses from all concerned parties.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals	Council Notifications
Dept Head	Study Session
CORTRIGHT, CARLY	PIES 7/22/19
Division Director	Other
CORTRIGHT, CARLY	
Finance	Distribution List
ORLOB, KIMBERLY	ebrown@spokanecity.org
Legal	edjohnson@spokanecity.org
For the Mayor	ORMSBY, MICHAEL
	kbecker@spokanecity.org
Additional Approvals	
Purchasing	ccortright@spokanecity.org
	dnorman@spokanecity.org
	korlob@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

10/21/2019
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35825

An ordinance vacating Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court.

WHEREAS, a petition for the vacation of Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court, within the Southwest Quarter of Section 09, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
9/11/2019**

LOCATION: Granite Street between Upriver Dr. and Ross Ct.

PROPONENT: Riverview Retirement Community

PURPOSE: To expand the retirement campus.

HEARING: October 21, 2019

REPORTS:

AVISTA UTILITIES – Avista does not have any facilities in the portion of the street to be vacated and therefore does not need any reservation of easement.

ZAYO COMMUNICATIONS – Thanks for the review – Zayo has no comment or objection.

COMCAST – We have no objections to the vacation.

CENTURYLINK – CenturyLink has no objections to the vacation.

INTEGRATED CAPITAL MANAGEMENT – There is an 8-inch sewer line that needs to be preserved and protected in place. Generally, a 30-foot easement is requested.

FIRE DEPARTMENT – I received word back from our Fire Protection Engineer Dave Kokot: This is a [required] fire access, and they intend on maintaining it, but as a private drive. **As long as the fire access is maintained, no issue for us.**

NEIGHBORHOOD SERVICES -

Maintaining (and where possible, enhancing) right-of-way for people on foot, bike, mobile device, and other forms of micro mobility should be a major consideration in any new project. This is especially true in areas where the street grid is already disjointed, such as in this case. Granite St is currently paved with a sidewalk, and provides direct

access to the river and Centennial Trail. Once right-of-way is lost by constructing a superblock, it is extremely difficult to mend the damage later on. Unlike with driving, for people walking, biking, scooting, using a mobility device, etc, any loss of direct connection can represent a major loss in mobility and accessibility, particularly for individuals with disabilities or young children. Please only grant this street vacation if right-of-way for non-motorized modes of transportation is guaranteed to be preserved and maintained without restriction (temporal or otherwise).

PARKS DEPARTMENT – No comments.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – It looks like they want to consolidate all of their access to the NE and put another large building on the vacant lot and across the Granite ROW.

My biggest concern would be fire access. They've already closed off North Crescent to vehicles where it used to connect to North Center Street. If they close Granite then they are funneling all public access through the intersection of Crestline Street/North Crescent. They have a winding driveway off of Upriver but it's only 22 feet wide and it looks like on-street parking is allowed, which wouldn't work for fire.

PLANNING & DEVELOPMENT – PLANNING – No comments.

POLICE DEPARTMENT - No comments.

SOLID WASTE MANAGEMENT - No comments.

STREET DEPARTMENT – The street department is concerned that Granite Street will become a Dead-End street and how will turn around be addressed

WASTEWATER MANAGEMENT – There is a sewer main running through the proposed vacation area. Wastewater maintenance would prefer the vacation request be rejected. At a minimum we would require the usual 30' no build easement centered on the main. This easement would require no structures be built in the area and we would require 24/7 access to the area for maintenance and inspection purposes which would include the possibility of having to dig up the main if necessary.

WATER DEPARTMENT - No comments.

BICYCLE ADVISORY BOARD - No comments.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

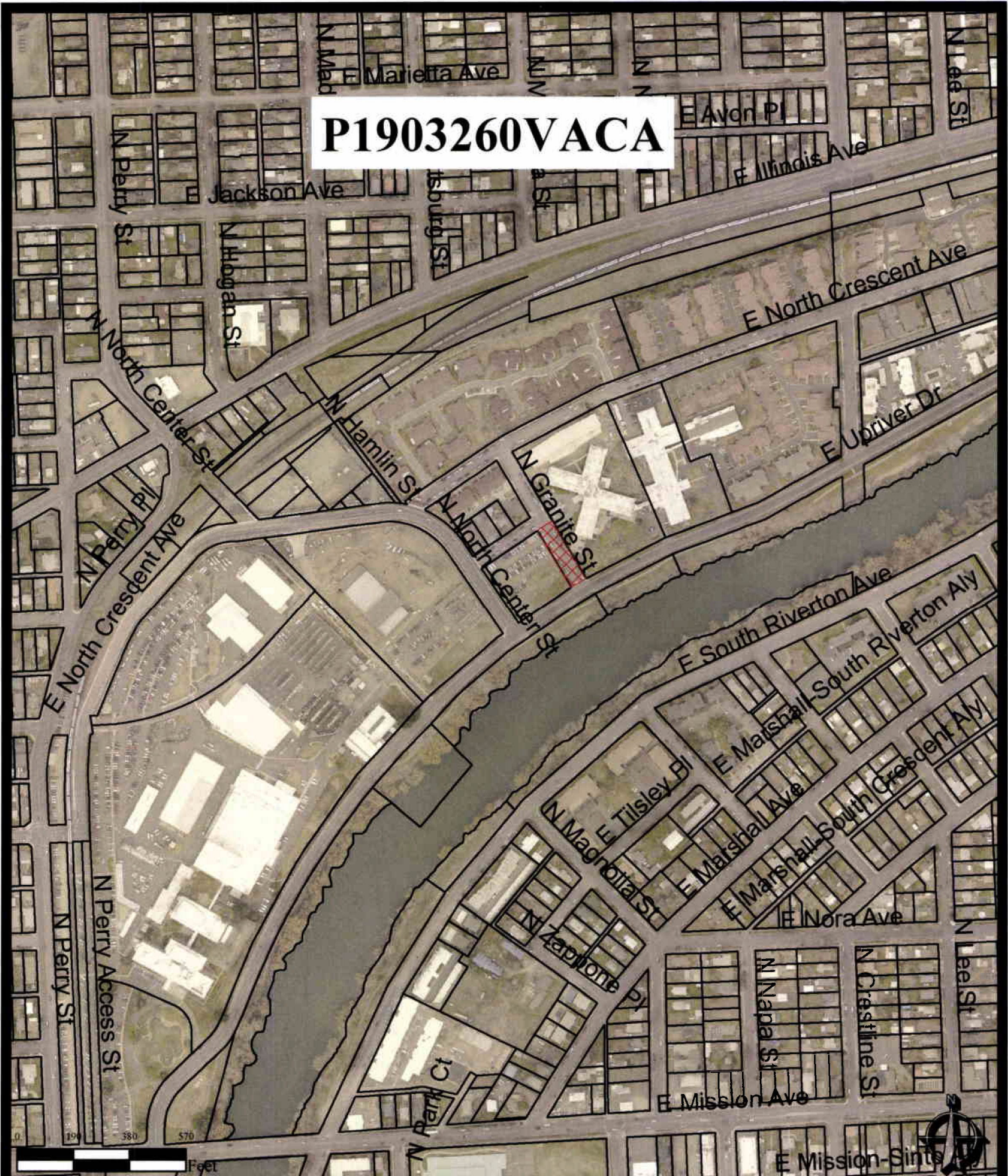
1. An easement as requested by the City of Spokane shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. A public turn-around will be required to be constructed at the north end of vacated granite, or financially guaranteed for construction, prior to final reading of the ordinance.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$57,225.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. The intersection of North Center Street and North Crescent Avenue is closed to vehicular access. To provide an additional escape route during an emergency, the existing drainage swale sidewalk, and wall, blocking vehicular access, needs to be modified to allow two-way traffic and emergency vehicle access. Removable bollards, or an acceptable alternative, must be installed to prevent vehicular access during non-emergencies.
6. The plans for termination and closure of Granite Street and for the modifications to the intersection of North Center Street and North Crescent Avenue must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed, or financially guaranteed for construction, prior to final reading of the ordinance.
7. That the final reading of the ordinance be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ/xxx



P1903260VACA



Right-of-way Description:
Granite Street from Upriver to the
north RW line of vacated Ross Court

Legend

 Vacation



TRANSMITTAL OF FIRST READING ORDINANCE

DATE: February 16, 2022

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36172

FROM: Terri Pfister, City Clerk

RE: Vacation of various right-of-ways in the plat of North Minnehaha Addition to Spokane.

Attached is a copy of Ordinance C36172 for the vacation of:

Various right-of-ways in the plat of North Minnehaha Addition to Spokane.

This ordinance was read for the first time on February 14, 2022, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Terri Pfister
Terri Pfister (Feb 16, 2022 10:13 PST)

City Clerk

Feb 16, 2022

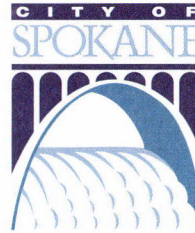
Date

Precedent conditions have been met and Ordinance C36172 is hereby returned for Final Reading.

Eldon Brown

Principal Engineer – Developer Services

Dated: 02/16/22



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 14, 2022

City Clerk File No.:
ORD C36172

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF VARIOUS RIGHT-OF-WAYS IN THE PLAT OF NORTH MINNEHAHA ADDITION (AS REQUESTED BY LB STONE PROPERTIES) and RELATED FIRST READING ORDINANCE C36172

During its 3:30 p.m. Administrative Session held virtually on February 14, 2022, upon review of changes to the February 14 Current Agenda, the Spokane City Council took the following action:


Motion by Council Member Kinnear, seconded by Council Member Cathcart, **to accept** the substitute version of First Reading Ordinance C36172; **carried unanimously.**

At its 6:00 p.m. Legislative Session held virtually on February 14, 2022, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an overview by Eldon Brown of the City's Development Services Center and an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

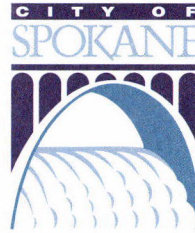
Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation report dated January 10, 2022), the vacation of various right-of-ways in the plat of North Minnehaha Addition.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

In conjunction with the hearing, Ordinance C36172—vacating various right-of-ways in the plat of North Minnehaha Addition to Spokane (more particularly described in the ordinance)—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 7, 2022

City Clerk File No.:
ORD C36172

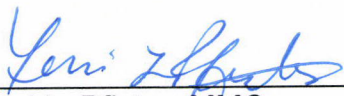
COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF VARIOUS RIGHT-OF-WAYS IN THE PLAT OF NORTH MINNEHAHA ADDITION and RELATED FIRST READING ORDINANCE C36172

During its 3:30 p.m. Administrative Session held virtually February 7, 2022, upon review of changes to the February 7 Current Agenda, the Spokane City Council took the following actions:

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to defer** for one week, to February 14, 2022, the Hearing on vacation of various right-of-ways in the plat of North Minnehaha Addition, as requested by LB Stone Properties; **carried unanimously.**

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to defer** First Reading Ordinance C36172 to February 14, 2022; **carried unanimously.**



Terri L. Pfister, MMC
Spokane City Clerk

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

02/07/2022

Date Rec'd

1/10/2022

Clerk's File #

ORD C36172

Renews #**Cross Ref #**

RES 2022-0003

Submitting DeptDSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**

ELDON BROWN X6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Project #**Bid #****Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**4700 - STREET VACATION OF VARIOUS PORTIONS OF ROW NEAR ESERALDA
GOLF COURSE**Agenda Wording**

Vacation of various right-of-ways in the plat of North Minnehaha as requested by LB Stone properties.

Summary (Background)

At its legislative session held on January 3, 2022, the City Council set a hearing on the above vacation for February 7, 2022. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BECKER, KRIS

Study Session\Other

UE 12/13/21

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Michael Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

rbenzie@spokanecity.org

Purchasing

kbecker@spokanecity.org

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO C36172

An ordinance vacating various right-of-ways in the plat of North Minnehaha Addition to Spokane, more particularly described below

WHEREAS, a petition for the vacation of various right-of-ways in the Northwest Quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian and in the plat of North Minnehaha Addition to Spokane, as recorded with the Spokane County Auditor on January 30, 1894 under recording number 3100009, more particularly described below has been filed with the City Clerk representing 83% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; – NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-ways described below are hereby vacated. Parcel numbers not assigned.

Ferrall Street from the south line of Rich Avenue to the north line of LaCrosse Avenue,

Together with:

Thor Street from the south line of Rich Avenue to the north line of Garland Avenue,

Together with:

Ralph Street from the south line of Rich Avenue to the north line of Garland Avenue,

Together with:

Rich Avenue from the west line of Ralph Street to the west line of Ferrall Street,

Together with:

Rockwell Avenue from the east line of Lot 7, Block 81 of the above mentioned plat, to the west line of Freya Street,

Together with:

LaCrosse Avenue from the east line of Lot 7, Block 74 of the above mentioned plat, to the west line of Freya Street,

Together with:

Walton Avenue from the east line of Lot 7, Block 67 of the above mentioned plat, to the west line of Thor Street,

Together with:

The alley between Ralph Street and Greene Street, from the south line of Rockwell Avenue to the north line of Garland Avenue

Section 2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago.

Section 3. An easement is reserved over, under, and through Rich Avenue, from the west line of Ralph Street to the west line of Ferrall Street for Avista Utilities and the City of Spokane.

Section 4. An easement is reserved over, under, and through the west 37.5 feet of Ferrall Street, from the south line of Rich Avenue and south 40 feet for Avista Utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
January 10, 2022

LOCATION: Right-of-ways bounded by Garland, Rich, Freya, and the RR tracks.

PROPONENT: LB Stone Properties

PURPOSE: The construction of a commerce park.

HEARING: May 18, 2020

REPORTS:

AVISTA UTILITIES – Regarding the referenced Street/Alley Vacations indicated on the attachment you provided to Avista and attached to this email; Avista will need to reserve 10' wide easements for existing electric and gas lines along and across the vacated portion of Rich Avenue and' reserve a 10' wide easement for existing electrical lines along and across the vacated portion of Garland Avenue.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation. If you have any questions, please call.

INLAND POWER & LIGHT – Inland Power & Light has no utility facilities in the proposed vacation area.

CENTURYLINK – CenturyLink doesn't have anything in the area to be vacated, so we have no objections.

ZAYO COMMUNICATIONS – The parcel listed as AT&T has Zayo owned facilities also. Please see the enclosed picture that shows Zayo's facilities circled in red. We will still need access by utility vehicles to this location 24/7/365. In your proposed map of vacation, you show as giving up East Garland Avenue in your proposal, but Zayo would request either full road be retained or 100% access rights. Also, the cable facilities we have are located in this same ROW from the SW proceeding east. We lease cable facilities from AT&T in this area / road also.

This needs to be referred to AT&T. I have copied Dan McGeough, AT&T West Region operations, who should be the City's contact for this lot and

ROW issue. Zayo is just a rider on the cable, but also has the facilities seen in the picture and will need 24/7/365 access.

INLAND POWER & LIGHT – Inland Power & Light has no facilities within the proposed vacation area.

INTEGRATED CAPITAL MANAGEMENT – I believe the N-S alley on the west end has already been vacated (Ordinance 7587) not sure if it was split to parcels on each side or if all went to the parcels on the west owned by BNSF. We should vacate Rich all the way to Freya.

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – 1. – How will AT&T access their site if the ROW is vacated? 2. – The intersection of Ferrell and Rich should not be vacated. The map indicates a portion would be vacated. 3. – Will the parcels on the west side be aggregated into RR ROW? Otherwise they would be inaccessible.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the Esmeralda Commerce Park Street Vacations and the Street Department has no objections to the proposed vacations.

WASTEWATER MANAGEMENT - No comments

WATER DEPARTMENT – I know this has been discussed but want to make it clear, we still have water mains in Lacrosse, Rich, and Garland. We would need to maintain a nobuild easement through these areas until the utilities are relocated.

BICYCLE ADVISORY BOARD - No comments

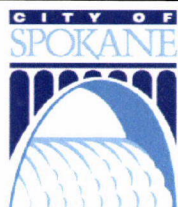
RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement is to be reserved over the North 37.5 feet of Rich Ave from the west line of Ralph St. to the west line of Ferrall St, for Avista and the City of Spokane.

2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago as recommended by City Staff.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2023.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.



**Vacation of various right-of-ways
in the plat of Minnehaha Addition**

Legend

 vacation











ORD C36172 First Reading Transmittal

Final Audit Report

2022-02-17

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