

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

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

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

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

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

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

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

To participate in public comment (including Open Forum):

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

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

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

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 6, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER 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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

BRIEFING SESSION

(3:30 p.m.)

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

OPEN FORUM

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

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

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

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

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

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

Jessica Stratton

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

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

Jenn Cerecedes

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for February 6, 2023
(per Council Rule 2.1.2)**

ADJOURNMENT

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

NOTES

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

02/06/2023

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

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

Agenda Wording

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

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Select \$

Select \$

Select \$

Budget Account

Various Accounts

#

#

#

Approvals

Dept Head FINCH, ERIC

Division Director FINCH, ERIC

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other Finance Committee
1/23/23

Council Sponsor CM Wilkerson

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Charles Anglin - Charles_Anglin@dell.com

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|--|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CW Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/23/2023 |
| Agenda Item Name | 5300 Dell Value Blanket |
| Summary (Background) | National Cooperative Purchasing Alliance (NCPA) provides procurement resources that result in cooperative purchasing advantages for public and government agencies. NCPA cooperative purchasing contracts ensure all public agencies are receiving products and services of the highest quality at the lowest prices. We will utilize NCPA contract 01-143 for Technology Solutions, Products and Services and NCPA contract 01-153 for IT Security and Data Protection Solutions. |
| Proposed Council Action & Date: | Pass/Approval from Council to purchase technology equipment (hardware) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$750,000 annually plus sales tax, term of value blanket 02/06/2023 – 11/30/2025. |
| Fiscal Impact: \$ 750,000 plus sales tax annually Total Cost: \$ 750,000 plus sales tax annually Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Department Codes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: | |
| 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 | |



Region XIV Education Service Center

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

Thursday, December 1st, 2022

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

Dear Stacey:

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a light blue horizontal line.

Shane Fields
Region XIV, Executive Director

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

02/06/2023

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

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

Agenda Wording

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

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|-------------------------------|
| Neutral | \$ \$110,100.00 (base amount) |
| Expense | \$ \$9,909.00 (sales tax) |
| Select | \$ |
| Select | \$ |

Budget Account

| | |
|---|------------------------------|
| # | 5300-73300-18850-54214-99999 |
| # | 5300-73300-18850-54214-99999 |
| # | |
| # | |

Approvals

| | |
|--------------------------|----------------------|
| Dept Head | FINCH, ERIC |
| Division Director | FINCH, ERIC |
| Finance | BUSTOS, KIM |
| Legal | HARRINGTON, MARGARET |
| For the Mayor | PERKINS, JOHNNIE |

Council Notifications

| | |
|----------------------------|--|
| Study Session\Other | Finance Committee 01/23/23 |
| Council Sponsor | CM Michael Cathcart |
| Distribution List | Accounting - ywang@spokanecity.org |
| | Contract Accounting - ddaniels@spokanecity.org |
| | Legal - mharrington@spokanecity.org |
| | Purchasing - cwahl@spokanecity.org |
| | IT - itadmin@spokanecity.org |
| | Tax & Licenses |
| | Michael Vernon - michael.vernon@pmweb.com |

Additional Approvals

| | |
|-------------------|--------------|
| Purchasing | WAHL, CONNIE |
| | |
| | |
| | |

Committee Agenda Sheet

Finance and Administration 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: 1/23/2023 |
| Agenda Item Name | PMWeb Annual Software Maintenance and Support |
| Summary (Background) | The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$94,600 excluding tax. This year's total is \$110,100 excluding tax. The increase is due to additional licenses for City and County. |
| Proposed Council Action & Date: | Pass/Approval from Council on February 6, 2023 |
| Fiscal Impact: Total Cost: \$110,100 excluding taxes Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 5300-73300-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Other budget impacts: NA | |
| 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 for our Capital Project Management and engineering software. | |



City of Spokane

CONTRACT RENEWAL

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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE TERM.

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

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

PMWEB

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment
PMWeb Estimate No. 11822302

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Estimate

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

Bill To:

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

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

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

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



< Business Lookup

License Information:

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

Entity name: PMWEB. INC.

Business name: PMWEB

Entity type: [Corporation](#)

UBI #: 604-755-303

Business ID: 001

Location ID: 0001

Location: Active

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

Mailing address: 1 POPE ST
WAKEFIELD MA 01880-2179



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements


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

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

| Governing people | Title |
|------------------|-------|
| VERNON, MICHAEL | |

Registered Trade Names

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

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

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





Agenda Sheet for City Council Meeting of:

02/06/2023

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

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

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

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

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

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

Committee Agenda Sheet

Finance and Administration Committee

| | |
|---|---|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CW Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 1/23/2023 |
| Agenda Item Name | 5300 Structured Nutanix Servers and Licensing |
| Summary (Background) | New contract purchase with Structured Communication Systems for Nutanix Clusters, servers, and five (5) years of support including 60 hours of professional services. Also, VMware VSphere Enterprise licenses including 2-year subscription/support. This purchase is needed due to Spokane City's Disaster Recovery plan. The cost of the entire purchase will be \$414,740.52 plus any applicable sales tax. Utilizing Federal GSA Contract# 47QSWA18D008F for government pricing and selection of the vendor. |
| Proposed Council Action & Date: | Pass/Approval from Council on February 6 th , 2023. |
| Fiscal Impact: \$414,740.52 plus sales tax Total Cost: \$414,740.52 plus sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 5310-73100-94180-56409 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| 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? Not applicable – annual software maintenance | |



City of Spokane

CONTRACT

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STRUCTURED COMMUNICATION
SYSTEMS, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

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

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

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

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

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

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

EXHIBIT B

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



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

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

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

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

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

| Line Item | Part Number | Description | Qty. | Unit List Price | Unit Sale Price | Ext. Sale Price |
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|

Notes:

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

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

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

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

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

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

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

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

WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or orders@structured.com

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

Signature: _____ Date: _____

Shipping Address:

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

Preferred Shipping Method: *Ground* _____ *2nd Day* _____ *Overnight* _____

Date Needed:

Customer Reference / Purchase Order Number: _____

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< Business Lookup

License Information:

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

Entity name: STRUCTURED COMMUNICATION SYSTEMS, INC.

Business name: STRUCTURED COMMUNICATION SYSTEMS INC

Entity type: [Profit Corporation](#)

UBI #: 601-478-854

Business ID: 001

Location ID: 0003

Location: Active

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

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

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

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

Endorsements

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

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

| Governing people | Title |
|------------------|-------|
| FOWLER, RONALD | |

Registered Trade Names



| Registered trade names | Status | First issued |
|--|--------|--------------|
| STRUCTURED COMMUNICATION SYSTEMS, INC. | Active | Jan-25-2008 |

[View Additional Locations](#)

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

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)

1/4/2023

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

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

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

COVERAGES

CERTIFICATE NUMBER: 393909020

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 W. Spokane Falls Blvd.
 Spokane WA 99201-3316

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

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

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

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

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

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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

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

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

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

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

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

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

2. Additional Insured – Primary and Non-Contributory

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

Additional Insured – Primary and Non-Contributory

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

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

a. Primary Insurance

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

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

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

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

b. Excess Insurance

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

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

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

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

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

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

c. Method Of Sharing

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

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

3. Blanket Waiver of Subrogation

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

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

4. Bodily Injury Redefined

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

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

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

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

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

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

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

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

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

6. Knowledge of Occurrence

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

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

7. Liberalization Clause

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

Liberalization Clause

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

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

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

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

10. Non-Owned Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

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

11. Supplementary Payments Increased Limits

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

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

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

12. Unintentional Failure to Disclose Hazards

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

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

13. Unintentional Failure to Notify

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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

02/06/2023

Date Rec'd

1/24/2023

Clerk's File #

OPR 2020-0506

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

MATT BOSTON 625-6820

Project #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0320 - DESIMONE CONTRACT RENEWAL

Agenda Wording

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

Summary (Background)

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

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 80,000.00

0320-36100-11600-54101

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

1/23/23 Finance

Division Director**Council Sponsor**

CP Beggs, CM Wilkerson

Finance**Distribution List****Legal**

Rick Desimone rick@desimonecg.com

For the Mayor

epoulsen@spokanecity.org

Additional Approvals

mboston@spokanecity.org

Purchasing

laga@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

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



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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

DESIMONE CONSULTING GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

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

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

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

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

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



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

March 14, 2022

For Informational Purposes
78 ORCHARD RD
TACOMA WA 98406-7618

Account Information:

| | |
|-------------------------|-------------------------|
| Policy Holder Details : | DESIMONE CONSULTING LLC |
|-------------------------|-------------------------|



Contact Us

Need Help?

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

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

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

Sincerely,

Your Hartford Service Team



License Information:

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

Entity name: DESIMONE CONSULTING LLC

Business name: DESIMONE CONSULTING, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-162-296

Business ID: 001

Location ID: 0001

Location: Active

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

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

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

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

Endorsements

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



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

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

| Governing people | Title |
|-----------------------|-------|
| DESIMONE III, RICHARD | |

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

[Contact us](#)

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[Check if your browser is supported](#)





Agenda Sheet for City Council Meeting of:

02/06/2023

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

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

Agenda Wording

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

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 500,000.00

Select \$

Select \$

Select \$

Budget Account

0680-11410-21250-54921-99999

#

#

#

Approvals

Dept Head MCNAB, MICHAEL

Division Director MCNAB, MICHAEL

Finance SCHMITT, KEVIN

Legal HARRINGTON, MARGARET

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other Finance & Administration

Council Sponsor CM Kinnear 01/16/2023

Distribution List

spdfinance@spokanepolice.org

mmc nab@spokanepolice.org

Additional Approvals

Purchasing

| | |
|--|--|
| | |
| | |
| | |



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL

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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

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

EVERGREEN STATE TOWING, LLC

**CITY OF SPOKANE
POLICE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

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

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

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

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

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

Committee Agenda Sheet

Finance & Administration Committee

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

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

What impacts would the proposal have on historically excluded communities?

Does not apply

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

Does not apply

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

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



Agenda Sheet for City Council Meeting of:

02/06/2023

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

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

Agenda Wording

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

Summary (Background)

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

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

| | |
|---------|--|
| Expense | \$ \$262,500.00 (\$87,500.00 PER YEAR) |
| Select | \$ # |
| Select | \$ # |
| Select | \$ # |

Budget Account

| | |
|---|------------------------------|
| # | 1970-35170-22450-54201-430XX |
| # | |
| # | |

Approvals

| | |
|--------------------------|----------------------|
| Dept Head | SCHAEFFER, BRIAN |
| Division Director | SCHAEFFER, BRIAN |
| Finance | SCHMITT, KEVIN |
| Legal | HARRINGTON, MARGARET |
| For the Mayor | ORMSBY, MICHAEL |

Council Notifications

| | |
|----------------------------|--------------------------|
| Study Session\Other | F&A 1/23/23 |
| Council Sponsor | CM Cathcart & CM Kinnear |

Distribution List

| |
|--------------------------------|
| fireaccounting@spokanecity.org |
| rstrickland@spokanecity.org |

Additional Approvals

| | |
|---------------------------|----------------|
| Purchasing | PRINCE, THEA |
| ACCOUNTING - LEASE | BAIRD, CHRISTI |

| |
|--------------------------|
| tdierks@emsconnect.org |
| kschmitt@spokanecity.org |

Committee Agenda Sheet

Finance & Administration Committee

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

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

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

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

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

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



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

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

The parties agree as follows:

1. PERFORMANCE.

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

2. TERM OF AGREEMENT.

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

3. COMPENSATION / PAYMENT.

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

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

4. TAXES, FEES AND LICENSES.

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

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

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

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

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

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

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

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

EMS CONNECT

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

ATTACHMENT B

ATTACHMENT C

Bid Response Summary

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

Comments

Question Responses

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

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

IRFP 5738-22
Letter of Submittal



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

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

Legal Status: Limited Liability Company (LLC)

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

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

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

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

Sincerely,

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

Dr. Travis Dierks
Chief Executive Officer
EMSconnect, LLC

Part A: Project Understanding

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

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

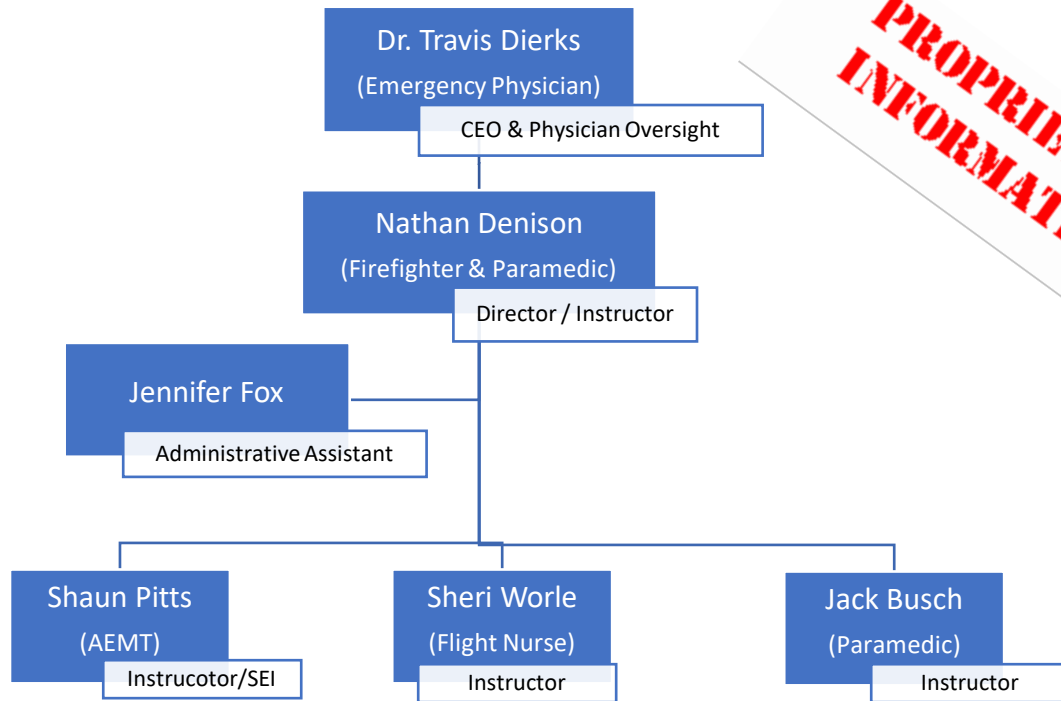
Part B: Team Assignments | Resources | Schedule

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

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

IRFP 5738-22

Technical Proposal



**PROPRIETARY
INFORMATION**

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

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

Part A: EMSconnect Core Faculty

Name: Travis Dierks, MD, FACEP

Title: CEO & Physician Leader

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

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

Name: Nathan Denison, Firefighter, Paramedic

Title: Program Director & Instructor

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

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

Name: Jennifer Fox

Title: Administrative Assistant

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

IRFP 5738-22 Management Proposal



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

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

Title: Lead Instructor & Senior EMS Instructor

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

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

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

Title: Instructor

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

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

Name: **Jack Busch, NRP**

Title: Instructor

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

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

IRFP 5738-22 Management Proposal

Part B: References

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

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

Part C: Termination of Contracts

Not applicable.

**IRFP 5738-22
Cost Proposal**



EMT course details

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

**PROPRIETARY
INFORMATION**

Budget

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

Cost Per Student & Discounts

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

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



SPOKANE FIRE DEPARTMENT

FIRE TRAINING CENTER

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

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

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

1. TERM OF AGREEMENT.

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

2. SCOPE OF AGREEMENT

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

3. RESERVATIONS AND PAYMENT

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

4. CANCELLATIONS

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

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

5. FACILITY RULES AND REGULATIONS

a) *Business Hours*

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

b) *Fee Schedule*

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

c) *Materials*

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

d) *Renter Requirements*

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

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

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

e) *Renter Responsibilities*

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

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

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

6. HOLD HARMLESS AND INSURANCE

Federal Agencies.

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

Non-Federal Agencies.

a) Hold Harmless

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

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

b) Insurance

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

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

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

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

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

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

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

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

SIGNATURES

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

Organization / Guest

SFD Training Center

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

TRAINING CENTER USE ONLY

- Renter provided current Certificate of Liability

ATTACHMENT A

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

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

Contact person: Travis Dierks, CEO

Contact phone: 509-816-3224

Contact email: tdierks@emsconnect.org

Meeting title and description: SFD Recruit Academy-EMT Certification

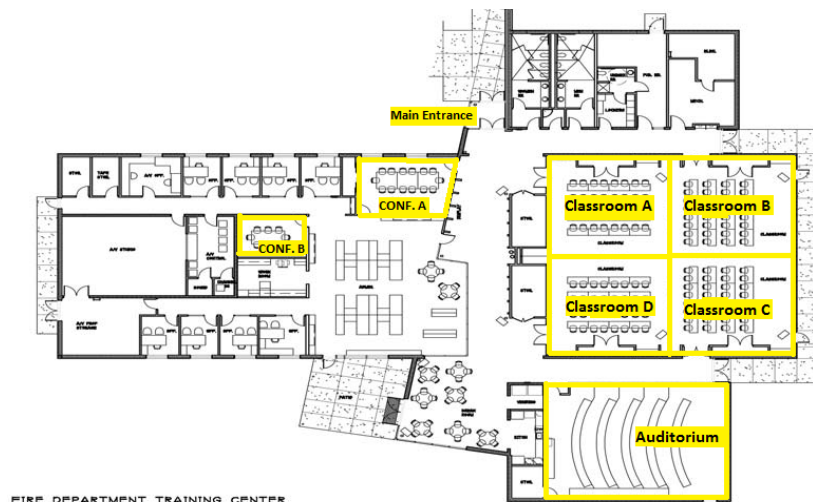
Meeting date(s): February 20, 2023-July 18, 2023

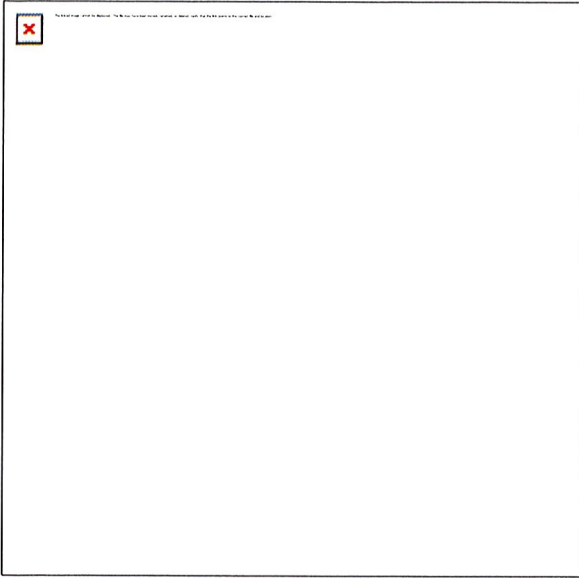
Meeting time(s): 0700-1700

Number of participants: 25

Facilities/Services Needed: Auditorium

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





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

Reference # 4650370A

To: Dalen Niles
Victoria Dalebout Insurance Agency

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

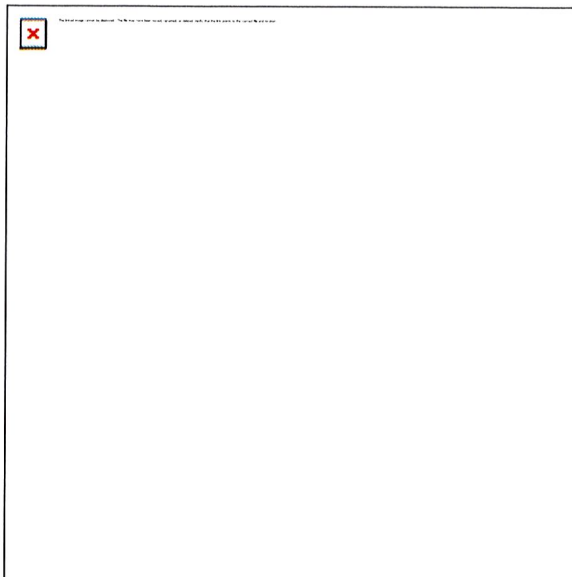
Re: Insured: EMSCONNECT

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

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

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

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



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

Reference #: 4650370A

HC-Allied Health Entity Professional & GL Proposal

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

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

Limits of Liability

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

Premium Summary

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

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

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

Tax State (or home state): WA

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

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

Additional Options

Forms / Endorsements

Coverage Specifications

Conditional Requirements to Bind

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

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

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

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

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

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

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



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

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

QUOTE

Re: EMSCONNECT
Beazley Miscellaneous Medical Quote

Renewal of: W2E6F2210101

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

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

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

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

Policy Form: F00518 082015 ed.

Insured: EMSCONNECT

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

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

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

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

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

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

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

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

Thank you for the opportunity to quote.

BEAZLEY GROUP
6 Concourse Pkwy NE
Atlanta, GA 30328

Quote Option 1

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

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

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

E. Employee Benefits Liability Tower

Limit of Liability, Insuring Agreement, I.J.

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

F. Beazley Breach Response Services Tower

Limit of Liability, Insuring Agreement, I.G.

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

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

Deductible(s):

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

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

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

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

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

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

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

Professional Services

Online Continuing Education Courses for Emergency Medical Services Students

Additional Insureds/Scheduled Physicians

None

Coverage Terms and Conditions

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

Endorsements Effective at Inception:

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

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



License Information:

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

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



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

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

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

| Governing people | Title |
|------------------|-------|
| DIERKS, KARINA | |
| DIERKS, TRAVIS | |

Registered Trade Names

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

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



Contact us

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

02/06/2023

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

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

Agenda Wording

Accept award recommendation for ARPA Down Payment Assistance Allocation

Summary (Background)

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

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 1,500,000

Select \$

Select \$

Select \$

Budget Account

1425-88153-57215-54201-97233

#

#

#

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

Committee Agenda Sheet

Finance & Administration Committee

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

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

02/06/2023

Date Rec'd

1/25/2023

Clerk's File #

OPR 2023-0077

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE MURRAY 625-6320

Project #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5600-ACCOUNTING - NOT-FOR-PROFIT ASSISTANCE AWARDS

Agenda Wording

Acceptance of the Not-for-Profit Assistance Awards

Summary (Background)

On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to not-for-profit entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$2,322,519.92 was conditionally awarded to 56 local not-for profits. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 2,322,519.92

1425-88153-57215-54201-97250

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

F&A Committee

1/23/2023

Division Director

WALLACE, TONYA

Council Sponsor

CM Stratton & CM

Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**HARRINGTON,
MARGARET**For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Submitting Department | Accounting |
| Contact Name | Michelle Murray |
| Contact Email & Phone | mmurray@spokanecity.org |
| Council Sponsor(s) | CM Stratton & CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Not-for-profit Assistance Awards |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to not-for-profit entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$2,322,519.92 was conditionally awarded to 56 local not-for profits. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed. |
| Proposed Council Action | Approve award recommendations |
| Fiscal Impact Total Cost: <u>\$2,322,519.92</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? Local not-for-profit entities would further struggle in their recovery from the COVID pandemic. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding not-for-profit entities in recovering from COVID 19. | |

ARPA Assistance to Nonprofits

Application Recap

- Total Neighborly Applications: 106
- Total Completed: 56
- ARPA Funds Requested: \$2,322,519.92
- ARPA Funds *Conditionally* Awarded: \$2,322,519.92
- Applications Rejected: 0

Application Issues

- No UEI number for 27 of 56 applications
- Delinquent 501c3 on 8 of 56 applications
- Improper receipts provided on 20 of 56 applications

Solutions

- UEI in process for most applicants
- All delinquent 501c3's are in process of properly filing, 3-6 month process
- Receipts will be a work in progress

JANUARY 10

ARPA Coordinator: Caleb Stanton



| App # | Date | Case # | Organization | Approved Awards |
|-------|------------|--------|---|-----------------|
| 1 | 11/22/2021 | 30183 | South Asia Cultural Association dba SACA | \$3,818.00 |
| 2 | 11/22/2021 | 30188 | Compassionate Addiction Treatment | \$45,000.00 |
| 3 | 11/22/2021 | 30193 | MHA SPEAKOUT SPEAKUP | \$36,194.07 |
| 4 | 11/23/2021 | 30236 | Jewels Helping Hands | \$45,000.00 |
| 5 | 11/23/2022 | 30196 | WCFR | \$45,000.00 |
| 6 | 11/23/2022 | 30223 | Mujeres in Action | \$45,000.00 |
| 7 | 11/26/2022 | 30217 | Feast Collective | \$45,000.00 |
| 8 | 11/26/2022 | 30199 | WOW China | \$45,000.00 |
| 9 | 11/28/2022 | 30209 | Spokane AIDS Network | \$45,000.00 |
| 10 | 11/28/2022 | 30247 | Terrain | \$45,000.00 |
| 11 | 11/28/2022 | 30220 | Health and Justice Recovery Alliance | \$45,000.00 |
| 12 | 11/28/2022 | 30292 | German American Society of Spokane | \$45,000.00 |
| 13 | 11/28/2022 | 30296 | Urbanova | \$45,000.00 |
| 14 | 11/29/2022 | 30301 | Spokane Hearing Oral Program of Excellence | \$45,000.00 |
| 15 | 11/29/2022 | 30305 | HBPA | \$45,000.00 |
| 16 | 11/29/2022 | 30203 | If You Could Save Just One | \$45,000.00 |
| 17 | 11/30/2022 | 30309 | Spokane Eastside Reunion Association | \$45,000.00 |
| 18 | 11/30/2022 | 30243 | Spark Central | \$45,000.00 |
| 19 | 11/30/2022 | 30279 | Vets Garage | \$45,000.00 |
| 20 | 12/1/2022 | 30187 | NAMI - SPOKANE | \$45,000.00 |
| 21 | 12/1/2022 | 30307 | Create Your Statement dba Statement | \$45,000.00 |
| 22 | 12/1/2022 | 30206 | Raze Development | \$41,106.00 |
| 23 | 12/2/2022 | 30186 | Family Promise of Spokane | \$45,000.00 |
| 24 | 12/2/2022 | 30310 | American Indian Community Center | \$45,000.00 |
| 25 | 12/2/2022 | 30216 | The Shades of Motherhood Network | \$25,821.72 |
| 26 | 12/2/2022 | 30208 | APIC Spokane | \$45,000.00 |
| 27 | 12/7/2022 | 30308 | Growing Neighbors | \$45,000.00 |
| 28 | 12/8/2022 | 30253 | Our Club | \$45,000.00 |
| 29 | 12/12/2022 | 30368 | Urban Native Youth Organization | \$45,000.00 |
| 30 | 12/12/2022 | 30397 | Spectrum | \$45,000.00 |
| 31 | 12/13/2022 | 30372 | Global Neighborhood | \$45,000.00 |
| 32 | 12/14/2022 | 30409 | 90+ Project | \$45,000.00 |
| 33 | 12/15/2022 | 30318 | Hoopfest | \$45,000.00 |
| 34 | 12/15/2022 | 30415 | New Community | \$45,000.00 |
| 35 | 12/15/2022 | 30426 | The Jericho Road | \$45,000.00 |
| 36 | 12/16/2022 | 30358 | FIRST COVENANT CHURCH | \$45,000.00 |
| 37 | 12/16/2022 | 30425 | Cancer Can't | \$45,000.00 |
| 38 | 12/16/2022 | 30410 | St. Anthony's Catholic Parish-Spokane | \$45,000.00 |
| 39 | 12/16/2022 | 30417 | Spokane Civic Theatre | \$45,000.00 |
| 40 | 12/17/2022 | 30211 | Project ID | \$45,000.00 |
| 41 | 12/18/2022 | 30388 | COMMUNITAS CHURCH OF SPOKANE | \$45,000.00 |
| 42 | 12/19/2022 | 30402 | Greater Spokane Low Income Housing Development Consortium | \$45,000.00 |
| 43 | 12/19/2022 | 30424 | Manzanita House | \$45,000.00 |
| 44 | 12/19/2022 | 30403 | Fulcrum Institute Dispute Resolution Clinic | \$45,000.00 |
| 45 | 12/19/2022 | 30394 | Connoisseur Concerts Association | \$40,000.00 |

| | | | | |
|----|------------|-------|--|-----------------------|
| 46 | 12/19/2022 | 30182 | Yoyot Sp'q'n'i | \$16,535.32 |
| 47 | 12/19/2022 | 30432 | Stage Left Theater | \$45,000.00 |
| 48 | 12/19/2022 | 30404 | Girls on the Run of Spokane County | \$45,000.00 |
| 49 | 12/19/2022 | 30337 | Spokane Preservation Advocates | \$31,215.65 |
| 50 | 12/20/2022 | 30356 | Communities In Schools of Spokane County | \$45,000.00 |
| 51 | 12/20/2022 | 30429 | Southside Christian School | \$45,000.00 |
| 52 | 12/20/2022 | 30281 | Lilac City Boxing Club | \$4,960.00 |
| 53 | 12/21/2022 | 30319 | Tenants Union of Washington State | \$45,000.00 |
| 54 | 12/21/2022 | 30447 | Spokane Pride | \$45,000.00 |
| 55 | 12/21/2022 | 30396 | Spokane Food Policy Council | \$41,811.47 |
| 56 | 12/21/2022 | 30369 | Spokane (WA) Chapter of the Links | \$11,057.69 |
| | | | | \$2,322,519.92 |
| | | | | Total Awards |

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

02/06/2023

| | |
|-----------------------|---------------|
| Date Rec'd | 1/25/2023 |
| Clerk's File # | OPR 2023-0078 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | ACCOUNTING |
| Contact Name/Phone | MICHELLE MURRAY 625-6320 |
| Contact E-Mail | MMURRAY@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 5600-ACCOUNTING - SMALL BUSINESS ASSISTANCE AWARDS |

Agenda Wording

Acceptance of the Small Business Assistance awards as presented and described.

Summary (Background)

On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022, the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022, and a total of \$1,351,327.17 was conditionally awarded to 38 local small business. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 1,351,327.17

Select \$

Select \$

Select \$

Budget Account

1425-88153-54201-97253

#

#

#

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

| | | |
|--|--|--|
| | | |
|--|--|--|

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|--|
| Submitting Department | Accounting |
| Contact Name | Michelle Murray |
| Contact Email & Phone | mmurray@spokanecity.org |
| Council Sponsor(s) | CM Stratton & CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Small Business Assistance Awards |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was conditionally awarded to 38 local small business. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed. |
| Proposed Council Action | Approve award recommendations |
| Fiscal Impact Total Cost: <u>\$1,351,327.17</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? Local small businesses would further struggle in their recovery from the COVID pandemic. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19. | |

ARPA

Assistance to Small Business

Application Recap

- Total Neighborly Applications: 149
- Total Completed: 68
- ARPA Funds Requested: \$2,375,469.39
- ARPA Funds *Conditionally* Awarded: \$1,351,327.17
- Applications Rejected: 29
 - No revenue loss: 21
 - Outside City limits: 5
 - Avg revenue over 1m: 3

Application Issues

- No UEI number for 11 of 40 applications
- Improper receipts provided on 15 of 40 applications

Solutions

- UEI in process for most applicants
- Receipts will be a work in progress
 - Some organizations may not be able to provide proper receipts.

JANUARY 10

ARPA Coordinator: Caleb Stanton



| App # | Date | Case # | Organization | Approved Award |
|-------|-------------|--------|--------------------------------|----------------|
| 1 | 11/22/2022 | 30202 | TACOS EL SOL LLC | \$45,000.00 |
| 2 | 11/22/2022 | 30215 | MARACAS ZALPA LLC | \$45,000.00 |
| 3 | 11/22/2022 | 30204 | DLJLM, LLC dba Monterey Cafe | \$35,173.41 |
| 4 | 11/22/2022 | 30192 | CUC JIATZ, MARIA CONCEPCION | \$45,000.00 |
| 5 | 11/22/02022 | 30197 | MIS PERICOS INC | \$19,862.00 |
| 6 | 11/23/2022 | 30228 | Incrediburger & Eggs, Inc | \$45,000.00 |
| 7 | 11/23/2022 | 30205 | Braided Education Consulting | \$20,000.00 |
| 9 | 11/23/2022 | 30248 | TACOS TUMBRAS TUMBRAS | \$45,000.00 |
| 12 | 11/24/2022 | 30226 | EL STERR INN LLC | \$45,000.00 |
| 14 | 11/26/2022 | 30277 | Specialty Training, Inc. | \$45,000.00 |
| 15 | 11/26/2022 | 30212 | Robert Crick Law Firm | \$45,000.00 |
| 16 | 11/28/2022 | 30266 | Just a Couple of Moms Catering | \$45,000.00 |
| 18 | 11/29/2022 | 30298 | Luckys Irish Pub | \$45,000.00 |
| 19 | 11/29/2022 | 30245 | Whim Wine Bar | \$45,000.00 |
| 24 | 12/1/2022 | 30235 | Hampton Visual LLC | \$8,475.00 |
| 25 | 12/2/2022 | 30332 | FIESTA MEXICANA | \$45,000.00 |
| 27 | 12/3/2022 | 30341 | Gold Mountain Inc | \$45,000.00 |
| 28 | 12/5/2022 | 30333 | LG Palomo LLC | \$45,000.00 |
| 29 | 12/6/2022 | 30221 | Hello Sugar LLC | \$45,000.00 |
| 31 | 12/6/2022 | 30299 | LUPITAS TACOS Y MAS | \$7,105.00 |
| 33 | 12/6/2022 | 30335 | JC FLOORING LLC | \$11,330.00 |
| 35 | 12/8/2022 | 30338 | Goodwin Cocktail LLC | \$45,000.00 |
| 36 | 12/8/2022 | 30374 | I Want a Cat Right Meow LLC | \$41,159.00 |
| 40 | 12/9/2022 | 30377 | Otori Inc | \$18,853.24 |
| 41 | 12/10/2022 | 30383 | WHISTLE PUNK BREWING | \$45,000.00 |
| 43 | 12/11/2022 | 30384 | THE PALIMPSEST GROUP L.L.C | \$4,366.00 |
| 44 | 12/11/2022 | 30320 | MILLIANNA LLC | \$45,000.00 |
| 47 | 12/13/2022 | 30393 | Jessi Nails LLC | \$45,000.00 |
| 48 | 12/13/2022 | 30398 | Longmeier Industries LLC | \$45,000.00 |
| 50 | 12/14/2022 | 30423 | Zona Blanca LLC | \$45,000.00 |
| 52 | 12/15/2022 | 30370 | Camerer & Company, Inc | \$26,818.00 |
| 53 | 12/16/2022 | 30399 | New Age Warriors | \$35,401.83 |
| 58 | 12/20/2022 | 30395 | R&L Lebzak LLC | \$45,000.00 |
| 59 | 12/20/2022 | 30441 | El Rincon Tapatio | \$13,374.00 |
| 62 | 12/21/2022 | 30428 | ZE MAN AUTO | \$15,210.00 |
| 63 | 12/21/2022 | 30448 | Vinegar LLC dba Boombox Pizza | \$45,000.00 |
| 66 | 12/21/2022 | 30450 | RIVER CITY HOSPITALITY | \$26,271.69 |
| 68 | 12/21/2022 | 30445 | THREE SISTERS FOOD TO GO INC | \$32,928.00 |

\$1,351,327.17
Total Awarded



Agenda Sheet for City Council Meeting of:

02/06/2023

| | |
|-----------------------|------------|
| Date Rec'd | 1/25/2023 |
| Clerk's File # | ORD C36353 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---------------------------------------|
| Submitting Dept | FINANCE, TREASURY & ADMIN |
| Contact Name/Phone | JESSICA STRATTON 509-625-6369 |
| Contact E-Mail | JSTRATTON@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 0410-ANNUAL ENCUMBRANCE CARRYOVER SBO |

Agenda Wording

An ordinance carrying over and re-appropriating various funds from the 2022 fiscal year for use by certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

This action carries over budget authority for 2022 obligated budget items that were not completed by year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance No. C-36345, passed by the City Council on December 12, 2022.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

Budget Account

Approvals

| | |
|--------------------------|------------------|
| Dept Head | MURRAY, MICHELLE |
| Division Director | WALLACE, TONYA |
| Finance | MURRAY, MICHELLE |
| Legal | PICCOLO, MIKE |
| For the Mayor | ORMSBY, MICHAEL |

Council Notifications

| | |
|----------------------------|-----------------------|
| Study Session\Other | F&A Committee 1/23/23 |
| Council Sponsor | CP Beggs/CM Wilkerson |

Distribution List

Additional Approvals

| | |
|-------------------|--|
| Purchasing | |
|-------------------|--|

| | |
|--------------------------------|-------------------|
| MANAGEMENT & BUDGET | STRATTON, JESSICA |
|--------------------------------|-------------------|

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Committee Agenda Sheet

Finance & Administration Committee

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| Submitting Department | Finance |
| Contact Name | Jessica Stratton |
| Contact Email & Phone | jstratton@spokanecity.org , 509-625-6369 |
| Council Sponsor(s) | CP Beggs & CM Wilkerson |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | SBO – Annual Encumbrance Carryover |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p><u>Background</u> The annual encumbrance carryover process moves expenditure authority for goods or services, properly encumbered but unspent in the prior fiscal year, into the current fiscal year.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk’s Office prior to December 31.</p> <p><u>Summary</u> Following the close of Accounting’s Period 13 for 2022, Finance staff will review all 2022 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2023 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 6, 2023 meeting. The review of the encumbrances will begin January 20, 2023 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed.</p> <p>For context, the five year average for the encumbrance carryover SBO has averaged approximately \$127.5 million across all City funds. The City’s General Fund portion has averaged approximately \$3.4 million over the same period.</p> |
| Proposed Council Action | Approve SBO on February 6, 2023 |
| <p>Fiscal Impact Total Annual Cost: \$TBD Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: various funds’ reserves</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> | |

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| Other budget impacts: (revenue generating, match requirements, etc.) |
| Operations Impacts (If N/A, please give a brief description as to why) |
| What impacts would the proposal have on historically excluded communities? n/a – recurring annual process |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring annual process |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a – recurring annual process |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a – recurring annual process |

ORDINANCE NO C36353

An ordinance carrying over from the 2022 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-36345, passed by the City Council December 12, 2022, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, at the end of the 2022 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personnel services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2023 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds the following changes be made:

This is a placeholder SBO. The encumbrance carry over process takes two weeks and won't be finished until approximately Feb 3. A substituted SBO will be made available at that time with line-item detail.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

02/06/2023

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| Date Rec'd | 1/25/2023 |
| Clerk's File # | ORD C36354 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

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| Submitting Dept | HOUSING & HUMAN SERVICES |
| Contact Name/Phone | JENN CERCEDES 625-6055 |
| Contact E-Mail | JCERCEDES@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 1680-CHHS - SBO - APPROVING 2 POSITIONS TO 2023 BUDGET |

Agenda Wording
 Requesting re-approval to add 2 positions which were already approved in the 2022 budget.

Summary (Background)
 On November 14, 2022 under ORD C36328, it was passed to add two new CHHS positions to the 2022 budget. These positions are a Program Professional for Housing Services and a Program Specialist for Contract, Grant, and Compliance work. These positions will be funded / are funded by existing grant sources, with no additional cost to City General Fund dollars. These positions made it into the 2022 budget, but not into the 2023 budget. This request is to add these two positions to the 2023 budget.

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|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

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|--------------------------------|-------------------|------------------------------|----------------------------|
| Approvals | | Council Notifications | |
| Dept Head | FINCH, ERIC | Study Session\Other | F&A Committee 1/23/2023 |
| Division Director | FINCH, ERIC | Council Sponsor | CM Wilkerson & CP Beggs |
| Finance | MURRAY, MICHELLE | Distribution List | |
| Legal | PICCOLO, MIKE | | |
| For the Mayor | PERKINS, JOHNNIE | | |
| Additional Approvals | | | |
| Purchasing | | | |
| MANAGEMENT & BUDGET | STRATTON, JESSICA | | |
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Committee Agenda Sheet

Finance & Administration Committee

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| Submitting Department | CHHS |
| Contact Name | Jenn Cerecedes |
| Contact Email & Phone | jcerecedes@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Add two existing CHHS positions to 2023 budget |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>On November 14, 2022 under ORD C36328, it was passed to add two new CHHS positions to the 2022 budget. These positions are a Program Professional for Housing Services and a Program Specialist for Contract, Grant, and Compliance work. These positions will be funded / are funded by existing grant sources, with no additional cost to City General Fund dollars.</p> <p>Due to the timing of the original request, these positions made it into the 2022 budget, but not into the 2023 budget. This request is to add these two positions to the 2023 budget.</p> |
| Proposed Council Action | Approve SBO on February 6, 2023 |
| <p>Fiscal Impact Total Annual Cost: \$180,000 <i>Total cost will vary based on the hiring step and associated benefits. We expect the salary and benefit cost per employee to be less than \$90K and no impact to the City as they are grant supported positions.</i></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Positions <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: CHHS program grants, CDBG, HOME, ESG, CHG, HEN, and others</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

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

N/A

ORDINANCE NO C36354

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the CD/HS Operations Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the CD/HS Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

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

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to account for a staffing change made after budget development, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date