

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised Proclamation 20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

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

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

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **December 13, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 100 3529** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, December 13, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, December 13, and will close at 6:00 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 13, 2021

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for December 13, 2021:

User Name: **COS Guest**

Password: **q2kFd35B**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

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

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

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|----------------|---------------|
| 1. Purchase of five CNG Scorpion ASL's, from Dobbs Truck Group (Federal Way, WA) using Sourcewell Contract #060920-CRN—\$2,583,552 (incl. tax). (Council Sponsor: Council President Beggs) | Approve | OPR 2021-0799 |
| 2. Interlocal Agreement Amendment/Extension with the Spokane County Treasurer (Spokane, WA) for payment processing services for the Public Works Division from January 1, 2022 through December 31, 2024—\$65,000. (Council Sponsor: Council President Beggs) | Approve | OPR 2018-0556 |
| 3. Contract Renewal with SNAP (Spokane, WA) for: | Approve
All | |
| a. Essential Repair Program that will deliver minor home repair to approximately 260 single-family homeowners—\$500,000. | | OPR 2021-0121 |
| b. Single-Family Repair Program that will deliver major home repair services to approximately 30 single-family homeowners—\$1,433,219.
(Council Sponsor: Council Member Kinnear) | | OPR 2021-0122 |

- | | | | |
|-----|---|---|-------------------------------|
| 4. | Accept grant awards from the Washington State Criminal Justice Training Commission (WSCJTC) as part of their Dynamic-Diverse Community-Oriented Police Forde recruitment and retention program—\$60,000 Revenue. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2021-0800 |
| 5. | Contract with Cascade Industrial Services (Rathdrum, ID) for the removal of graffiti from the Monroe Street Bridge, as well as the application of a coating to facilitate future maintenance—\$107,637.50. (Council Sponsor: Council President Beggs) | Approve | OPR 2021-0801
IPWQ 5543-21 |
| 6. | Acceptance of grant funding from the Department of Justice, through the Washington State Department of Commerce, for less-than-lethal police equipment. Grant period is November 15, 2021 through June 30, 2022—\$50,762 Revenue. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2021-0802 |
| 7. | Contract Amendment for the Washington State Department of Transportation NSC Master Agreement increasing the maximum amount reimbursable to the City from \$15 million to \$33.2 million. (Council Sponsor: Council President Beggs) | Approve | OPR 2019-0011 |
| 8. | Recommendation to list the Philip & Agnes Brooke House, 519 West 18th Avenue, on the Spokane Register of Historic Places. | Approve &
Authorize
Management
Agreement | OPR 2021-0803 |
| 9. | Interlocal Agreement with Spokane Regional Emergency Communications for CAD and IT Services—\$258,838.07 Revenue. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2021-0804 |
| 10. | Contract Amendments with outside counsel, Summit Law Group, who represents the City: | Approve
All | |
| a. | In an action brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers—increase of \$75,000. Total contract amount: \$125,000. | | OPR 2021-0707 |
| b. | In an action brought against the City and the Spokane Fire Department (SFD) by 25 employees of the SFD seeking damages and preliminary injunction to prevent the enforcement of the vaccine mandate as applicable to health care workers— | | OPR 2021-0722 |

increase of \$50,000. Total contract amount:
\$100,000.

Request motion to suspend Council Rules and add the following items (OPR 2021-0829 through OPR 2021-0832):

- | | | |
|--|------------------------------------|------------------------------|
| 11. Agreement Amendment A with The Guardians Foundation, Inc. (Spokane, WA) to provide low barrier emergency shelter for up to 40 individuals per night from December 8, 2021 through March 31, 2022—\$356,420. (Council Sponsor: Council Member Kinnear)
Eric Finch | Approve | OPR 2021-0829 |
| 12. Contract with the YWCA (Spokane, WA) to provide an additional 190 bed nights to individuals and families fleeing domestic violence from January 1, 2022 through June 30, 2022—\$125,893. (Council Sponsor: Council Member Kinnear)
Eric Finch | Approve | OPR 2021-0830 |
| 13. Contract with Family Promise (Spokane, WA) to add 19 low-barrier emergency shelter beds per night for households with minor children from December 1, 2021 through June 30, 2022—\$291,974. (Council Sponsor: Council Member Kinnear)
Eric Finch | Approve | OPR 2021-0831 |
| 14. Low Bid of LaRiviere Inc. (Rathdrum, ID) for the Havana Well Station Phase 1—\$5,711,636.30. An administrative reserve of \$571,163.63, which is 10% of the contract price, will be set aside. (East Central Neighborhood) (Council Sponsor: Council President Beggs)
Dan Buller | Approve | OPR 2021-0832
ENG 2019171 |
| 15. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 3, 2021, total \$6,958,302.38, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,817,237.73. | Approve &
Authorize
Payments | CPR 2021-0002 |
| 16. City Council Meeting Minutes: November 29, 2021. | Approve
All | CPR 2021-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Human Rights Commission: One Appointment	Confirm	CPR 1991-0068
Ethics Commission: Two Reappointments	Confirm	CPR 2006-0042
Plan Commission: One Reappointment	Confirm	CPR 1981-0295
Spokane Regional Clean Air Agency: One Reappointment	Confirm	CPR 1981-0040

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36157 Re-aligning parking services into its own stand-alone department; amending section 03.01A.253; adopting a new section 03.01A.254 of the Spokane Municipal Code; declaring an emergency and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C36158 Amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; declaring an emergency and setting an effective date. (Council Sponsor: Council President Beggs)
- ORD C36159 Establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; declaring an emergency and setting an effective date. (Council Sponsor: Council President Beggs)

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0100 Setting hearing before City Council for January 24, 2022, for the vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue as requested by the owners of the Liberty Park Apartments. (Council Sponsor: Council Member Wilkerson)
- RES 2021-0101 Approving Settlement Agreement and General Release of All Claims of F. Scott Garske and Rebecca C. Garske arising out of an incident occurring on April 13, 2020, in the City of Spokane, as more fully described in the claim for damages—\$87,500. (Council Sponsor: Council President Beggs)

Request motion to suspend Council Rules and add the following Resolution (RES 2021-0102):

- RES 2021-0102 Approving the appointment of Jennifer Cerecedes as Director of Community, Housing and Human Services. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Meghann Steinolfson

- ORD C36156 Streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)

- ORD C36160 Relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code. (Council Sponsor: Council Member Kinnear)
- ORD C36161 Adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage. (Council Sponsor: Council President Beggs) (No public testimony to be taken. Budget Hearing closed on December 6, 2021.)

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

Request motion to suspend Council Rules and add the following item (CPR 2021-0025):

- | | | | |
|-----|---|---------|---------------|
| S1. | Letter from the City Council to the Mayor insisting that the Mayor begin collection of wastewater utility tax due for County's operation of a wastewater treatment facility within the City of Spokane's boundaries. (Council Sponsor: Council Member Mumm) | Approve | CPR 2021-0025 |
|-----|---|---------|---------------|
- Council Member Mumm

NO HEARINGS

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The December 13, 2021, Regular Legislative Session of the City Council will be held and then adjourned to January 3, 2022.

Note: The regularly scheduled City Council meetings for Monday, December 20, 2021, and Monday, December 27, 2021, have been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/23/2021
Clerk's File #	OPR 2021-0799
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19982

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 6257706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF FIVE SCORPION ASLS

Agenda Wording

The Solid Waste Collection department would like to purchase five CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$2,583,552.00, including tax, from Dobbs Truck Group, Federal Way, WA.

Summary (Background)

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 2,066,841.60	# 4500-44200-94000-56404-66666
Expense	\$ 516,710.40	# 4500-45100-94000-56404-99999
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Additional Approvals

<u>Purchasing</u>	WAHL, CONNIE

Council Notifications

<u>Study Session\Other</u>	11/22/2021
<u>Council Sponsor</u>	CP Beggs

Distribution List

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Scorpion ASL's
Date:	November 22, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	CP Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Solid Waste Collection department would like to purchase five CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$2,583,552.00, including tax, from Dobbs Truck Group, Federal Way, WA.

Executive Summary:

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

TCO

Year	Make	Model	Purchase	Lifetime Maintenance	Lifetime Usage Hours	Lifetime Fuel Cost	TCO Lifetime	TCO/Hour
2022	CCC/Scorpion	Autoloader	\$516,710.40	\$288,581.23	20000	\$95,978.00	\$901,269.63	\$45.06
2022	Peterbilt/Labrie	Autoloader	\$508,084.00	\$288,571.23	20000	\$95,978.00	\$892,633.23	\$44.63

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



DOBBS TRUCK GROUP

33301 9th Avenue South, suite 100
Federal Way, WA 98003
(206) 624-7383

October 14, 2021

Mr. Dustin Bender
Solid Waste Collection Manager
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-CRN CRANE CARRIER COMPANY.

Dobbs Truck Group would like to formally extend all Sourcewell bid prices, terms, and conditions to the City of Spokane for the purchase of (11) eleven or more Automated Side Loading Trucks for the G&H Scorpion ASL body per the Sourcewell Contracts #060920-CRN Crane Carrier Company.

Following, please find the breakdown of the base prices and options per unit:

-2022 CCC LET2-46 Automated Side Loader CNG Chassis per the City of Spokane specifications.	\$ 193,653.00
-Floorplan or interest cost of 250 days at \$22.64 per day or \$5,660.00.	\$ 5,660.00
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	<u>\$ 200.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon Request.	
-SUB TOTAL	\$ 199,938.00
-G&H Scorpion CNG ASL 32 Cubic Yard CNG Roof Body	\$ 156,828.80
-Roof Top CNG 95DGE	\$ 47,600.00
-G&H Material Surcharge	\$ 38,680.00
-Groeneveld EP Single Line automated Lubrication System	\$ 6,570.00
-New 311 Graphics & Paint Stripes	\$ 4,000.00

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-Skid Plates	\$ 970.00
-CNG Fuel Truck	\$ 350.00
-Shuttle truck to paint, stripping, fuel, Dobbs	\$ 750.00
-3 Color Safety Vision Cameras	\$ 4,250.00
-20 lbs Fire Extinguisher	\$ 350.00
-Wheel Chocks & Holder – Mounted	\$ 325.00
-Spill Kit – Mounted	\$ 275.00
-Pre Delivery Inspection	\$ 1,850.00
-Freight Lowboy to Spokane	<u>\$ 10,874.94</u>
 SUB TOTAL	 <u>\$ 273,673.74</u>
 Total	 \$ 473,611.74
Washington State Sales Tax (9.1%)	<u>\$ 43,098.67</u>
Total per unit	\$ 516,710.40
	<u>X11</u>
Total	\$ 5,683,814.49
	=====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Dobbs Truck Group



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2018-0556
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CORIN MORSE 625-6855
Contact E-Mail	CMORSE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5200 - PAYMENT PROCESSING SERVICES – SPOKANE COUNTY

Agenda Wording

Interlocal Agreement Extension with Spokane County Treasurer for processing payments of utility bills.

Summary (Background)

• The City of Spokane entered into a partnership with the Spokane County Treasurer's Office to process Utility Billing payments that are in the form of a check. • Interlocal Agreement, OPR 2018-0556 and term of 10/5/2018 to 12/31/2021 had a cost of 0.22 per unit. Due to a continued decrease in check payment volume, the ILA extension (1/1/2022 to 12/31/2024) includes a reduced cost of 0.20 per unit. • The total est. cost per year is \$65,000. including processing, maintenance & software updates.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 65,000.00	<u>Budget Account</u>	# 5200-30210-38141-54261-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	Public Safety 12/6/2021
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	Council President Breean Beggs

Finance

<u>Legal</u>	ODLE, MARI	<u>Distribution List</u>	jsalstrom@spokanecity.org
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<u>For the Mayor</u>	PERKINS, JOHNNIE	mfeist@spokanecity.org
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<u>Additional Approvals</u>	cmorse@spokanecity.org
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<u>Purchasing</u>	eschoedel@spokanecity.org
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	halls@spokanecity.org
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	gbyrd@spokanecity.org
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Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works & Utility Billing Program
Subject:	Payment Processing Services – Spokane County
Date:	December 6, 2021
Author (email & phone):	Corin Morse (cmorse@spokanecity.org & 625-6855)
City Council Sponsor:	Council President Breann Beggs
Executive Sponsor:	Marlene Feist, Director of Public Works
Committee(s) Impacted:	N/A
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget
Strategic Initiative:	Spokane County Payment Processing – Interlocal Agreement Extension
Deadline:	Implementation date of 1/1/2022
Outcome:	Interlocal Agreement with Spokane County Treasurer for processing payments of utility bills.
Background/History: <ul style="list-style-type: none"> The City of Spokane entered into a partnership with the Spokane County Treasurer’s Office to process Utility Billing payments that are in the form of a check. Interlocal Agreement, OPR 2018-0556 and term of 10/5/2018 to 12/31/2021 had a cost of 0.22 per unit. Due to a continued decrease in check payment volume, the ILA extension (1/1/2022 to 12/31/2024) includes a reduced cost of 0.20 per unit. The total estimated cost per year is \$65,000, including processing, maintenance and software updates. 	
Executive Summary: <ul style="list-style-type: none"> The continued partnership with the Spokane County Treasurer provides for business continuity and resiliency. The County uses industry standard equipment, zero unexpected lapses in processing over the past three years and robust daily reports to Utility Billing and City Treasury. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane
**INTERLOCAL AGREEMENT AMENDMENT /
EXTENSION**

Title: **Interlocal Agreement between the City of Spokane and the Spokane County Treasurer For Payment Processing Services for the City Public Works Division**

This Interlocal Agreement Amendment / Extension is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **Spokane County and the Spokane County Treasurer** ("County"), a political subdivision of the State of Washington, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, individually hereafter referenced as a "County", and together as the "Parties".

WHEREAS, the Parties entered into that certain "Interlocal Agreement Between the City of Spokane and Spokane County" on October 1, 2018 (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit "A", wherein Spokane County Treasurer will provide staff, equipment, and facilities to process check payments for the City of Spokane Public Works Division; and

WHEREAS, a change or revision of the Work has been requested, and the parties wish to extend the term of the Interlocal Agreement an additional three (3) years, thus the original Interlocal Agreements needs to be formally Amended and Extended by this written document; and

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

1. INCORPORATION BY REFERENCE.

The Interlocal Agreement, dated October 5, 2018, is hereby incorporated by reference into this Interlocal Agreement Extension as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Extension shall become effective on January 1, 2022.

3. EXTENSION.

The Interlocal Agreement is hereby extended and shall run through December 31, 2024.

4. AMENDMENT. Section 3 shall be amended as follows:

Section 3: Reimbursement of Costs:

...

Based on the current utility check payment volumes, anticipated staffing level and work load the estimated average monthly cost to CITY is ((~~\$5,000~~)) \$3,500 or an estimated ((~~0.22~~)) 0.20 per payment processed. Since this is based upon actual labor usage, and since other direct costs, allocated departmental costs, and the COUNTY's indirect allocated costs are not included, actual

amounts may vary. Each month, the CITY will be provided an itemized invoice of charges for payment to the COUNTY for services rendered.

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 Interlocal Agreement Extension by having legally-binding representatives affix their signatures below.

APPROVED by the City of Spokane on _____, 2021.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by the County of Spokane, Spokane County Treasurer, on
_____ 2021

BOARD OF COUNTY COMMISSIONERS

Josh Kerns, Chair

Mary L. Kuney, Vice-Chair

Al French, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

2021-107



Agenda Sheet for City Council Meeting of: 12/13/2021

Date Rec'd	11/22/2021
Clerk's File #	OPR 2021-0121
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD, HOUSING & HUMAN SERVICES
Contact Name/Phone	GEORGE DAHL 6036
Contact E-Mail	GDAHL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - RENEWAL CONTRACTS FOR SNAP'S ESSENTIAL REPAIR PROGRAM

Agenda Wording

Renewal of SNAP's Essential Repair Program that will deliver minor home repair to approximately 260 single-family homeowners.

Summary (Background)

On November 9, 2021, CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair Program and forwarded their recommendation to the CHHS Board for approval. On December 1, 2021, the CHHS board will be asked to vote on the recommendations that have been presented by the Affordable Housing Committee. Staff are working on the contract draft to be ready before 12/31/21, pending Council approval.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ \$500,000.00

Select \$

Select \$

Select \$

Budget Account

1690-95576-51010-54201-99999

#

#

#

Approvals

Dept Head	DAVIS, KIRSTIN
Division Director	DAVIS, KIRSTIN
Finance	WALLACE, TONYA
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	12/6/2021 Public Safety & Community Health
Council Sponsor	Kinnear
Distribution List	
	efinch@spokanecity.org
	gdahl@spokanecity.org
	kclifton@spokanecity.org

Additional Approvals

Purchasing	
GRANTS, CONTRACTS & PURCHASING	BROWN, SKYLER

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services: Community, Housing, and Human Services
Subject:	Renewal contracts for SNAP's Single-Family Rehab (OPR 2021-0122), and Essential Repair (OPR 2021-0121) Programs
Date:	12/6/21
Author (email & phone):	George Dahl (gdahl@spokanecity.org/625-6036)
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	Both contracts are set to expire 12/31/21
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> • Essential Repair Program will deliver minor home repair to approximately 260 single-family homeowners. • Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Background/History:

On Tuesday, November 9, 2021 members of the CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair and Single-Family Rehab Programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.

On Wednesday, December 1, 2021 members of the CHHS Board voted in favor of the renewal recommendation as presented by the CHHS Affordable Housing Committee.

Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/21 (pending Council approval).

For more information regarding these programs, please visit:

Essential Repair Program

<https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/>

Single Family Rehab Program

<https://www.snapwa.org/home-repair>

Executive Summary:

Renewal of SNAP's Essential Repair, and Single-Family Repair Programs to provide housing stability for low-income homeowners within the City of Spokane.

Contract #1

Partner Agency: SNAP

Program Name: Essential Repair Program

Contract Reference: OPR 2021-0121

Funding Source: CDBG

Award Amount: \$500,000

Number of Homes Repaired: 260

Contract #2**Partner Agency:** SNAP**Program Name:** Single Family Rehabilitation Program**Contract Reference:** OPR 2021-0122**Funding Source:** CDBG**Award Amount:** \$1,433,219**Number of Homes Repaired:** 30**Budget Impact:**Approved in current year budget? ☒ Yes ☐ NoAnnual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: N/A

Operations Impact:Consistent with current operations/policy? ☒ Yes ☐ NoRequires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: N/A

Known challenges/barriers: N/A

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

12/13/2021

Date Rec'd

11/22/2021

Clerk's File #

OPR 2021-0122

Renews #**Submitting Dept**NEIGHBORHOOD, HOUSING &
HUMAN SERVICES**Cross Ref #****Contact Name/Phone**

GEORGE DAHL X 6036

Project #**Contact E-Mail**

GDAHL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - RENEWAL CONTRACT SNAP SINGLE-FAMILY REHAB

Agenda Wording

Renewal of SNAP's Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Summary (Background)

On November 9, 2021, CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Single-Family Rehab Program and forwarded their recommendation to the CHHS Board for approval. On December 1, 2021, the CHHS board will be asked to vote on the recommendations that have been presented by the Affordable Housing Committee. Staff are working on the contract draft to be ready before 12/31/21, pending Council approval.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$1,433,219.00

1695-95577-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

DAVIS, KIRSTIN

Study Session\Other12/6/2021 Public Safety
& Community Health**Division Director**

DAVIS, KIRSTIN

Council Sponsor

Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

ODLE, MARI

gdahl@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

efinch@spokanecity.org

Additional Approvals

kclifton@spokanecity.org

Purchasing**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services: Community, Housing, and Human Services
Subject:	Renewal contracts for SNAP's Single-Family Rehab (OPR 2021-0122), and Essential Repair (OPR 2021-0121) Programs
Date:	12/6/21
Author (email & phone):	George Dahl (gdahl@spokanecity.org/625-6036)
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	Both contracts are set to expire 12/31/21
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> • Essential Repair Program will deliver minor home repair to approximately 260 single-family homeowners. • Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Background/History:

On Tuesday, November 9, 2021 members of the CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair and Single-Family Rehab Programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.

On Wednesday, December 1, 2021 members of the CHHS Board voted in favor of the renewal recommendation as presented by the CHHS Affordable Housing Committee.

Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/21 (pending Council approval).

For more information regarding these programs, please visit:

Essential Repair Program

<https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/>

Single Family Rehab Program

<https://www.snapwa.org/home-repair>

Executive Summary:

Renewal of SNAP's Essential Repair, and Single-Family Repair Programs to provide housing stability for low-income homeowners within the City of Spokane.

Contract #1

Partner Agency: SNAP

Program Name: Essential Repair Program

Contract Reference: OPR 2021-0121

Funding Source: CDBG

Award Amount: \$500,000

Number of Homes Repaired: 260

Contract #2**Partner Agency:** SNAP**Program Name:** Single Family Rehabilitation Program**Contract Reference:** OPR 2021-0122**Funding Source:** CDBG**Award Amount:** \$1,433,219**Number of Homes Repaired:** 30**Budget Impact:**Approved in current year budget? ☒ Yes ☐ NoAnnual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: N/A

Operations Impact:Consistent with current operations/policy? ☒ Yes ☐ NoRequires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: N/A

Known challenges/barriers: N/A



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	OPR 2021-0800
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	POLICE
Contact Name/Phone	JACQUI 625-4109 MACCONNELL
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620 - WSCJTC RECRUITMENT & RETENTION GRANT AWARD

Agenda Wording

Acceptance of grant funds from the Washington State Criminal Justice Training Commission(WSCJTC) as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program.

Summary (Background)

In October, 2021, the WSCJTC sent out a Request for Proposals related to available funding from WSCJTC as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program. City of Spokane Police Department applied and was awarded \$60,000 to be used toward media campaigns as well as recruiter travel costs. Award period of performance 12/01/2021 through 06/30/2022.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense	\$ 60,000	<u>Budget Account</u>	# 1620-91794-21250-VARIOUS
Revenue	\$ 60,000		# 1620-91794-99999-33469
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	MACCONNELL, JACQUI
<u>Division Director</u>	HAMMOND, JENNIFER
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	Finance 11/15/2021
<u>Council Sponsor</u>	Councilmember Kinnear
<u>Distribution List</u>	
	jmacconnell@spokanepolice.org
	spdfinance@spokanecity.org

Additional Approvals

<u>Purchasing</u>	
<u>GRANTS, CONTRACTS & PURCHASING</u>	BROWN, SKYLER

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA22-014	
		Program Index PI 612	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies: http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx			
Contractor Name: City of Spokane Police Department Jacqui MacConnell - Contact		Contractor Address 1100 W. Mallon Ave., Spokane, WA 99260	
Federal Tax ID Number (FEIN), required before doing business with State of WA 91-6001280		Unified Business Identifier (UBI) required before doing business with State of WA	
Contractor Telephone 509-385-2815		Contractor E-Mail jimmacconnell@spokanepolice.org cmeidl@spokanepolice.org	
Fax			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel		Grants and Outreach Program Manager	
Telephone (206) 969- 8437	Fax	E-mail Address srogel@cjtc.wa.gov	
Contract Start Date 12/1/21		Contract End Date 6/30/22	Contract Maximum Amount \$60,000
Subcontracting Authorized? Y/N No		Travel Expenses Authorized? Y/N Yes	
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Program Manager Susan Rogel <i>Susan Rogel, Program Manager 11/29/2021</i>		Contractor Business Name (if applicable) City of Spokane Police Department	
Department Manager Kevin Zeller <i>Kevin Zeller, Assistant Director 11/29/2021</i>		Date 11/29/2021	
Executive Director Monica Alexander <i>Monica Alexander 11/29/2021</i>		Contractor signature <i>Craig Meidl, Chief of Police Department</i>	
WSCJTC Fiscal Manager Brian Elliott <i>Brian Elliott 11/29/2021</i>		Print Contractor Name & Title Craig Meidl, Chief of Police City of Spokane Police Department	

Statement of Work.

1. This Contract starts Dec. 1, 2021 and ends June 30, 2022.
2. Grantees will submit quarterly reports and invoices for reimbursement and financial backup documentation for the invoice identifying specific expenses charged to the quarterly invoice.
 - a. Reports and Invoices will be submitted on the following dates:
 - i. March 15, 2022 (reporting on Dec., Jan., Feb.)
 - ii. June 15, 2022 (reporting on March, April, May)
3. Reports will consist of outcome reporting based on data measurement and indicators, and a narrative explaining how the outcomes were or were not met and if they are not met, the plan to meet the outcome.
Required outcomes:

Outcome	Timeline
Develop multimedia videos or recruiting materials that represent officers from identified underrepresented community.	June 30, 2022
1. Increased number of community outreach contacts for the purpose of recruiting from underrepresented community in the City of Spokane.	June 30, 2022
2. Increased number of underserved community police officers recruited.	June 30, 2022
3. Identify a current or new program to reinforce and support those police officers from the underserved community in order to retain them in the Spokane Police Department.	June 30, 2022

4. A final Report is due at the end of June (by July 15, 2022)
5. Grantees will have reviews on site or by teleconference by WSCJTC staff twice per year. The first review will be in March 2022 and the second in June 2022 on agreed upon dates. Unless WSCJTC staff or the grantee request more frequent reviews.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform. That RFP is attached to this contract.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter into this Contract. WSCJTC and the Agency may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Agency for performance of the Statement of Work, in response to invoices specifying hours worked or work completed each quarter, but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Agency provides.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Agency any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Agency. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The agency may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The agency shall not disclose any information WSCJTC designates confidential. This contract and the Agency's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Agency shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Agency shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Agency agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

SAFETY and Conduct. While on WSCJTC's premises, the Agency shall obey all physical, fire or other security regulations communicated to the Agency by WSCJTC. The Agency - and its employees if authorized above - shall, during the performance of this contract:

- maintain a professional appearance, grooming and hygiene,
- not engage in conduct which impedes effective training, and
- not possess or come to work under the influence of alcohol or drugs which impair safety and performance, whether legal or illegal.

Operations. To protect the health and safety of the staff and students of the WSCJTC, *Agency* is required to submit to infectious disease testing when directed to do so by the WSCJTC. Contractors must report the results to WSCJTC's confidential appointee. *The Agency* agrees to follow the health and safety protocols put in place by the agency pre and post-test. Should the agency not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Health and Safety. To protect the health and integrity of the organization, *the Agency* understand that WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should *the Agency* not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Briefing Paper

Finance Committee

Division & Department:	Spokane Police Department
Subject:	Approval to apply for WSCJTC recruitment and retention grant
Date:	11/15/2021
Contact (email & phone):	Jacqui MacConnell, jmacconnell@spokanepolice.org , 625-4109
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Justin Lundgren
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to apply for grant funds from WSCJTC as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program.
Background/History: In October, 2021, the Washington State Criminal Justice Training Commission(WSCJTC) sent out a Request for Proposals related to available funding from WSCJTC as part of their Dynamic-Diverse Community-Oriented Police Force recruitment and retention program.	
Executive Summary: <ul style="list-style-type: none"> Intent: Dynamic-Diverse Community-Oriented Police Force recruitment and retention that will improve internal and external relations and ensure the effective delivery of services to the public Maximum amount per request is \$60,000 SPD applying for \$59,920 in grant funds <ul style="list-style-type: none"> Will cover media campaign and travel costs of recruiter trips Grant period of performance: 12/01/2021 to 12/01/2022 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of: 12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2021-0801
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5543-21
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1100- MONROE STREET BRIDGE GRAFFITI ABATEMENT AND CONTROL APPLICATION

Agenda Wording

The Street Department is seeking approval for a contract with Cascade Industrial Services in the amount of \$107,637.50 to provide removal of graffiti from the Monroe St. Bridge as well as the application of a coating to facilitate future maintenance.

Summary (Background)

This contract will provide removal of graffiti and the application of a protective coating to the vestibules, pylons, and rails of the Monroe St. Bridge. Awarded via bid, this is for work to be performed by 02/28/2022

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 107,637.50

Select \$

Select \$

Select \$

Budget Account

1100-21900-42500-54803-99999

#

#

#

Approvals

Dept Head HARRIS, CLINT E.

Division Director FEIST, MARLENE

Finance MURRAY, MICHELLE

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 12/13/2021

Council Sponsor CP Beggs

Distribution List

ceharris@spokanecity.org

lmalstrom@spokanecity.org

jklapp@spokanecity.org

tbrazington@spokanecity.org

jwthomas@spokanecity.org

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Monroe Street Bridge Graffiti Abatement and Control Application
Date:	12/13/2021
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org 509-625-7744)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	02/28/2022
Outcome: (deliverables, delivery duties, milestones to meet)	Removal of graffiti and the application of a protective coating to the vestibules, pylons, and rails of the Monroe St. Bridge to allow for ongoing graffiti abatement to be effective.
Background/History: This contract, awarded via bid to Cascade Industrial Services, is for work to be performed by February 28th, 2022.	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The total cost to the City is \$107, 637.50 <i>Action</i> <ul style="list-style-type: none"> Approval of the contract for Graffiti Abatement and Control Application <i>Funding</i> <ul style="list-style-type: none"> Funding for this is coming from the 2021 Street Dept. Budget 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Bid Response Summary

Bid Number IPWQ 5543-21
Bid Title Monroe Bridge Graffiti Control Application (Re-Bid)
Due Date Monday, November 22, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company cascadeindustrialservices@gmail.com
Submitted By cascadeindustrialservices@gmail.com cascadeindustrialservices@gmail.com - Monday, November 22, 2021 9:53:56 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments cascadeindustrialservices@gmail.com

Question Responses

Group	Reference Number	Question	Response
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

6. PAYMENT	<p>Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.</p>	I acknowledge and agree
7. REJECTION OF QUOTES	<p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p>	I acknowledge and agree
8. REGISTERED CONTRACTOR	<p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p>	I acknowledge and agree

9. PUBLIC WORK
REQUIREMENTS

The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.

I acknowledge and agree

10. CERTIFICATION
OF COMPLIANCE
WITH WAGE
PAYMENT
STATUTES

Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

I acknowledge and agree

<p>11. BUSINESS REGISTRATION REQUIREMENT</p>	<p>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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor 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.</p>	<p>I acknowledge and agree</p>
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p>1, SCOPE OF WORK</p>	<p>Unless otherwise stated, the Contractor shall furnish all labor, supervision, traffic control, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified work.</p>	<p>I acknowledge and agree</p>
<p>2. COMPLETION TIME</p>	<p>All Work under the contract shall be started after the date of Notice to Proceed (NTP). Work once started shall be completed by December 31, 2021.</p>	<p>I acknowledge and agree</p>

<p>3. LIQUIDATED DAMAGES</p>	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p> <p>I acknowledge and agree</p>
<p>4. INTENT OF SPECIFICATIONS</p>	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p> <p>I acknowledge and agree</p>
<p>5. WASHINGTON STATE RETAIN SALES TAX</p>	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p> <p>I acknowledge and agree</p>

<p>5. WASHINGTON STATE RETAIN SALES TAX</p>	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p> <p>I acknowledge and agree</p>
<p>6. PERMITS</p>	<p>Contractor shall be responsible for all permits, traffic control, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p> <p>I acknowledge and agree</p>
<p>7. GUARANTY</p>	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p> <p>I acknowledge and agree</p>

<p>8. SUBCONTRACTORS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>9. INSURANCE</p>	<p>During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>9. INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>

9. INSURANCE	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>
9. INSURANCE	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>

I acknowledge and agree

I acknowledge and agree

9. INSURANCE	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p> <p>I acknowledge and agree</p>
9. INSURANCE	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p> <p>I acknowledge and agree</p>

10. PERFORMANCE
BONDS

The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

I acknowledge and agree

11. PREVAILING
WAGES - LOCAL
AND STATE
ASSISTED
CONSTRUCTION.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).

I acknowledge and I agree

<p>11. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is October 14, 2021.</p> <p>I acknowledge and I agree</p>
<p>11. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p> <p>I acknowledge and I agree</p>
<p>12. RETAINAGE</p>	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p> <p>I acknowledge and I agree</p>

12. RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	I acknowledge and I agree
12. RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
13. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	City Of Spokane Subcontractor Acknowledgemrnt.pdf

SECTION III. TECHNICAL REQUIREMENTS		
1. PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described work.	I acknowledge and I agree
2. HOURS & NOISE	Contractor cannot start work prior to 7 am and cannot work past 10:00 pm. (SMC 10.08D) If blocking traffic is necessary, that can only be done from 9:00 am - 3:00 pm with appropriate permits and traffic control.	I acknowledge and I agree
3. SCOPE OF WORK	The project consists of cleaning the graffiti off of the vestibules which are 18'-18" high, pylons which are 18'-8" high, traffic rail and pedestrian rail on the Monroe Street Bridge and covering these surfaces with a protective coating. A lift will be required for the vestibules and pylons to be completely coated.	I acknowledge and I agree
3. SCOPE OF WORK	Cleaning of the graffiti can be done with pressure washing, sandblasting or alternate methods, if approved, but not painted over.	I acknowledge and I agree
3. SCOPE OF WORK	The protective coating shall be Sure Klean Blok-Guard & Graffiti Control II, or approved equal.	I acknowledge and I agree
3. SCOPE OF WORK	The estimated quantity is 32,163 square feet.	I acknowledge and I agree

3. SCOPE OF WORK	The contractor should be prepared to provide for access to the areas above the deck and beyond the safety rails and all appropriate safety equipment for the workers.	I acknowledge and I agree
3. SCOPE OF WORK	Coating the outside of the pedestrian rail, the tops and outside surfaces of the vestibules, and the pylons will involve work at height, outside of the normal traffic areas and, on the vestibules and pylons, above the deck level.	I acknowledge and I agree
3. SCOPE OF WORK	<p>The specific application areas are as follows:</p> <p>Vestibules: The entire surface area, inside and outside, including the inside surfaces of cutouts and relief and the benches.</p> <p>Pylons: The entire surface.</p> <p>Traffic Rail: The concrete portions only, both sides and the top, do not include the metal portion of the rail.</p> <p>Pedestrian Rail: All surfaces including the inside surface of cutouts and relief.</p>	I acknowledge and I agree
3. SCOPE OF WORK	Contractor cannot discharge anything to the river, and would need to protect the driving or walking public from sand blasting, pressure washing or painting.	I acknowledge and I agree
3. SCOPE OF WORK	The City of Spokane's UBIT (Under Bridge Inspection Truck) will not be available for this project.	I acknowledge and I agree
BID		

BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	CASCAIS858J1
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603496026
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000-093966-00-4
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603496026
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	603496026
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&P's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal.	0
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes

MISCELLANEOUS	<p>The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	I acknowledge and I agree
MISCELLANEOUS	<p>Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.</p>	<p>Charlie Dally Cascade Industrial Services LLC 24665 Hunters Grove Court Rathdrum ID 83858 208-449-2520 Cascadeindustrialservices@gmail.com</p>
TERMS & CONDITIONS		
#1	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", 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.</p>	I acknowledge and I agree

SUBCONTRACTOR LIST

PROJECT NAME: Monroe Bridge Graffiti control

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Monroe Bridge Graffiti Control Application	
	Project # PW ITB 5543-21
Part A: General Company Information	
Company Name Cascade Industrial Services LLC	
Address 24665 Hunters Grove Court Rathdrum Idaho 83858	
Contact Name and Title Charlie Dally Owner	
Contact Phone 208-449-2520	Contact E-mail cascadeindustrialservices@gmail.com
Years in business as a Prime Contractor 6.75	Years in business as a sub-contractor
Years in business under present Name 6.75	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. List three (3) similar contracts/projects.	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years? NO	
NO	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
NO	

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.
Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
NO Violations
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor? NO
NO Citations
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision. N/A
Part G: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
NO
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings. N/A
Part H. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
NO
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part I. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
NO

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part J. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years? NO
No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part K: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years? NO
NO
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
NO
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".
Part M: Subcontractor Responsibility
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
N/A
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. We Self Perform our projects
Signature
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part J. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part K: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part M: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

No subcontractors we self perform all work

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date



11-24-21

Printed Name of Authorized Representative

Charic Dally

Title

Owner

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name <i>Cascade Industrial Service LLC</i>		Bidders Contact Name & Phone Number <i>Charlie Dally 208 449-2520</i>	
Project Name <i>1909 CTC Masonry repairs</i>		Project Contract Number <i>1909 CTC</i>	
Project Owner <i>Chelan County</i>		Project Location <i>Wenatchee, WA</i>	
Project Owner Contact Name & Title <i>Stacie de Mestre Public Works Project Manager</i>		Owner's Telephone Number <i>509-884-4700</i>	
Notice to Proceed Date <i>8-8-19</i>	Final Completion Date <i>11-1-19</i>	Awarded Contract Value <i>\$84,200.00</i>	Final Contract Price <i>\$84,200.00</i>
Prime Contractor Name (If Not Bidder) <i>NA</i>		Contractor Contact Name & Phone Number (If Not Bidder) <i>NA</i>	

Brief Project Description

Pressure wash and seal CTC Bldg with Protectosil 40 VOC

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

*Pressure wash CTC Building.
Apply Protectosil 40 VOC anti graffiti sealer to
masonry surfaces. Work was using a manlift.*

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name <i>Cascade Industrial Services LLC</i>		Bidders Contact Name & Phone Number <i>Charlie Daily 208-449-2520</i>	
Project Name <i>Evergreen School District Masonry Sealer</i>		Project Contract Number <i>2161720133</i>	
Project Owner <i>Evergreen School Dist.</i>		Project Location <i>Vancouver, WA</i>	
Project Owner Contact Name & Title <i>Patrick O'Day Facilities Manager</i>		Owner's Telephone Number <i>360-604-4148</i>	
Notice to Proceed Date <i>6-1-18</i>	Final Completion Date <i>8-15-18</i>	Awarded Contract Value <i>161,814.00</i>	Final Contract Price <i>161,814.00</i>
Prime Contractor Name (If Not Bidder) <i>N/A</i>		Contractor Contact Name & Phone Number (If Not Bidder) <i>N/A</i>	
Brief Project Description <i>Remove Graffiti from School Walls and Seal.</i>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications <i>Pressure Wash Masonry Surfaces, Remove graffiti, and Seal Surfaces with Prossoco Block Guard anti Graffiti Sealer</i>			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name <i>Cascade Industrial Services LLC</i>		Bidders Contact Name & Phone Number <i>Charlie Dally 208-449-2520</i>	
Project Name <i>Exterior Cleaning Masonry and Sealing multiple buildings</i>		Project Contract Number <i>#2442</i>	
Project Owner <i>Clackamas County Oregon</i>		Project Location <i>Clackamas Oregon</i>	
Project Owner Contact Name & Title <i>Elaine Parker project coordinator</i>		Owner's Telephone Number <i>503-557-6411</i>	
Notice to Proceed Date <i>6-11-2020</i>	Final Completion Date <i>11-15-2020</i>	Awarded Contract Value <i>179,350.00</i>	Final Contract Price <i>179,350.00</i>
Prime Contractor Name (If Not Bidder) <i>NA</i>		Contractor Contact Name & Phone Number (If Not Bidder) <i>NA</i>	
Brief Project Description <i>Clean and seal multiple buildings for Clackamas County</i>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications <i>Pressure wash and apply protectasil 40 VOC Anti Graffiti masonry sealer. Most work was done using a manlift.</i>			

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, check the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of cases or other recordable cases
(G) <u>0</u>	(H) <u>0</u>	(I) <u>0</u>	(J) <u>0</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) <u>0</u>	(L) <u>0</u>

Injury and Illness Types

Total number of	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, or any other aspect of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment Information

Your establishment name Cascade Industries LLC
Street 24665 Hunter Grove Court
City Bothell State WA Zip 98148
Industry description (e.g., Manufacture of motor truck trailers)
Standard Industrial Classification (SIC), if known (e.g., 3713)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

238390

Employment information (If you don't have these figures, see the instructions on the next page to estimate.)

Annual average number of employees 5

Total hours worked by all employees last year 16000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature [Signature] Title owner

Company executive
Phone 208 449 2520 Date 1 2 19

Save Input

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name Cascade industrial services LLC
City Rathdrum State Idaho

Identify the person		Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:									
(A) Case no.	(B) Employee's name	(C) Job title <i>(e.g., Welder)</i>	(D) Date of injury or onset of illness	(E) Where the event occurred <i>(e.g., Loading dock south end)</i>	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>(e.g., Severe degree burn on right forearm from oxy-acetylene torch)</i>	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Away from work		On job transfer or restriction		(M)					
						Death	Days away from work	Job transfer or restriction	Other recordable cases	Away from work	On job transfer or restriction	Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	Other illness		
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Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>0</u> (I)	<u>0</u> (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (K)	<u>0</u> (L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 68 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 2100 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Cascade Industrial Services
 Street 24665 Hunters Grove Court
 City Rethelium State TX ZIP 75858

Industry description (e.g., *Manufacture of motor truck trailers*)
Concrete restoration
 Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
 North American Industrial Classification (NAICS), if known (e.g., 336212)
238390

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 6
 Total hours worked by all employees last year 18,000.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Che Oliver
 Company executive Title
 Date 2006 749 2520 3/2/20

Log of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form Approved OMB no. 1219-0176

Establishment 78076
Cascade Industrial Services

city
Rathbun
ID

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was		Check the "injury" column or check one type of illness										
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M)	(1)	(2)	(3)	(4)	(5)	(6)
	NO injury		monthly			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	days	days							
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Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, including its usefulness, please write to: Washington, DC 20503, Do not send the completed forms to this office. Analysis Room 3N-3644, 200 Constitution Avenue, NW, Washington, DC 20503. Do not send the completed forms to this office.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

[illegible]

Page totals ►

Be sure to transfer these totals to the Summary page (Form 300A) before you post it

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room 3-2634, 200 Constitution Avenue, N.W., Washington, DC, 20210. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (G)	<u>0</u> (H)	<u>0</u> (I)	<u>0</u> (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (K)	<u>0</u> (L)

Injury and Illness Types

Total number of ...	(1) Injuries	(4) Poisonings
<u>0</u> (M)	<u>0</u>	<u>0</u>
(2) Skin disorders	(5) Hearing loss	(6) All other illnesses
<u>0</u>	<u>0</u>	<u>0</u>
(3) Respiratory conditions		
<u>0</u>		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Cascade Industrial Service
 Street 24665 Hunters Green Court
 City Bethesda State MD ZIP 83858

Industry description (e.g., Manufacture of motor track trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715) Concrete restoration

OR

North American Industrial Classification (NAICS), if known (e.g., 336212) 238390

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 6

Total hours worked by all employees last year 19,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title owner
208-449-2620 Date 3-8-21



April 20, 2021

Cascade Industrial Services LLC
24665 Hunters Grove Ct
Rathdrum, ID 83858-5103

Agent: 714
Brian Goetz Insurance Agency Inc
840 W Kathleen Ave
Coeur D Alene, ID 83815-9405
(208) 667-6468

Re: Workers Compensation Insurance Policy #649272 - 04/01/2021

To whom it may concern,

This letter provides a representation of the experience modification factor for Cascade Industrial Services LLC in effect at the expiration date of each of the following periods.

<u>Policy Period Effective Date</u>	<u>Policy Period End Date</u>	<u>Experience Modification Factor</u>
04/01/2021	04/01/2022	0.84
04/01/2020	04/01/2021	0.87
04/01/2019	04/01/2020	0.93
04/01/2018	04/01/2019	0.95
04/01/2017	04/01/2018	1.00

If you need anything further, please contact our office at 1-800-334-2370.

Sincerely,

Underwriting Department

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

OPR 2021-0802

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

POLICE

Contact Name/Phone

MIKE MCNAB 835-4514

Project #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1620 - DEPT OF COMMERCE LESS-THAN-LETHAL EQUIPMENT GRANT

Agenda Wording

Acceptance of grant funding from the Department of Justice, through the WA State Department of Commerce, for less-than-lethal police equipment. Grant period 11/15/2021 through 06/30/2022.

Summary (Background)

The Spokane Police Department submitted a proposal to the Washington State Department of Commerce to "procure and distribute less-than-lethal equipment to Washington state peace officers" and subsequently was awarded \$50,762. SPD's proposal includes 30 FN Tactical less-than-lethal launchers, ammunition, and funding for two instructor courses. CFDA #16.738

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 50,762

1620-91795-99999-33442-99999

Expense \$ 50,762

1620-91795-21250-VARIOUS

Select \$

#

Select \$

#

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

MCNAB, MICHAEL

Study Session\Other

Finance 09/20/2021

Division Director

HAMMOND, JENNIFER

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

mmcnab@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

spdfinance@spokanecity.org

Additional Approvals**Purchasing****GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER



Interagency Agreement with

Spokane Police Department

through

Less Than Lethal Equipment Program

For

Purchase of less than lethal equipment

Start date: November 15, 2021

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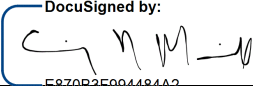
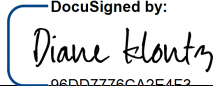
Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: F19-31440-519

**Washington State Department of Commerce
Community Services and Housing Division
Office of Firearm Safety and Violence Prevention – Public Safety Unit
Less Than Lethal Equipment**

1. Contractor Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260		2. Contractor Doing Business As (optional)	
3. Contractor Representative Mike McNab Major 509-835-4514 mmmcnab@spokanepolice.org		4. COMMERCE Representative Abigail Snyder Program Manager 360-515-6205 Abigail.Snyder@commerce.wa.gov	
5. Contract Amount \$50,762	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date November 15, 2021	8. End Date June 30, 2022
9. Federal Funds (as applicable) \$50,762	Federal Agency: Department of Justice	CFDA Number: 16.738	Indirect Rate (if applicable): Not Applicable
10. Tax ID # 91-6001280	11. SWV # 0003387-12	12. UBI # 328-013-877	13. DUNS # 115528189
14. Contract Purpose To purchase less than lethal equipment.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR DocuSigned by:  E870B3F004484A2... Craig Meidl, Chief of Police 11/17/2021 10:59 AM PST Date _____		FOR COMMERCE DocuSigned by:  06DD7776CA2E4F3... Diane Klontz, Assistant Director 11/17/2021 7:00 PM PST Date _____ APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019

Federal Award Identification Number (FAIN): 2019-DJ-BX-0035

Total amount of the federal award: \$3,303,848

Awarding official: Matt Dummermuth

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. 2019-DJ-BX-0035 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Public Safety Unit, Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50,762 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$50,762, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but, not more often than monthly.

The invoice shall include the Contract Number F19-31440-519.

**SPECIAL TERMS AND CONDITIONS
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Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

8. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

9. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

**SPECIAL TERMS AND CONDITIONS
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connection with obtaining, attempting to obtain, or performing a public or private agreement or 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;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor 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, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. 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.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director of the Department of Commerce and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the

**GENERAL TERMS AND CONDITIONS
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Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

**GENERAL TERMS AND CONDITIONS
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or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**GENERAL TERMS AND CONDITIONS
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A Scope of Work

Contractor shall purchase the following:

- 30 FN Tactical W/ SCAR Buttstock
- 6 Cases Clear Impact Training Ammunition
- 6 Cases Pava/OC Powder Ammunition
- 6 Cases Inert Powder Ammunition
- 2 Instructor Course Tuitions

Items will be purchased shortly after the Contract is executed. SPD will have the two instructors train other officers on operating and deploying the devices.

The Contractor will report on the activities identified above on a quarterly basis. Quarterly reports will be due the 15th day of the month following the end of each calendar quarter of the award period.

Attachment B Budget

The budget for the award period of November 15, 2021 through June 30, 2022 is \$50,762.

Equipment Total \$50,762

Note: The Contractor may not obligate or expend any funds under this award until a completed Federal Eligibility Package has been submitted to COMMERCE as identified in RFP 19-31440-1.

Briefing Paper

Finance Committee

Division & Department:	Spokane Police Department
Subject:	WA Dept. of Commerce Less-Than-Lethal Grant Acceptance
Date:	12/06/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Chief Meidl
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to accept grant funding from the Department of Commerce for less-than-lethal police equipment.
Background/History:	
<p>Executive Summary:</p> <p>09/20/21 SPD briefed the finance committee in submitting a proposal to the Washington State Department of Commerce to “procure and distribute less-than-lethal equipment to Washington state peace officers”. SPD was awarded \$50,762.00 to purchase less lethal equipment from November 15th, 2020-June 30, 2022. SPD’s proposal includes 30 FN Tactical less-than-lethal launchers, ammunition, and funding for two instructor courses.</p>	
Budget Impact:	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Dept. of Commerce grant</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact:	
<p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2019-0011
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	KEVIN PICANCO 625-6088
Contact E-Mail	KPICANCO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - WSDOT NSC MASTER AGREEMENT CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for WSDOT NSC Master Agreement increasing the maximum amount reimbursable to the City from \$15.0 million to \$33.2 million.

Summary (Background)

WSDOT Master Agreement GCB 3086 which covers WSDOT's reimbursement to the City for utility relocation costs was approved and executed in January of 2019 with a maximum funding amount of \$15.0 million. An amendment to the master agreement is necessary to increase the funding limit to \$33.2 million to cover on-going utility relocation work. Task Orders addressing specific projects are completed under the master agreement and approved administratively.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 33,200,000.00
Select	\$
Select	\$
Select	\$

Budget Account

various
#
#
#

Approvals

<u>Dept Head</u>	MILLER, KATHERINE E
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 11/22/2021
<u>Council Sponsor</u>	Beggs

Distribution List

<u>Additional Approvals</u>	eraea@spokanecity.org
<u>Purchasing</u>	ddaniels@spokanecity.org
	kpicanco@spokanecity.org
	publicworksaccounting@spokanecity.org
	kemiller@spokanecity.org
	mdavis@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC Freeway – City Utility Relocations
Date:	11/22/21
Author (email & phone):	kpicanco@spokanecity.org , (509) 625-6088
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Amendment to WSDOT NSC Master Agreement GCB 3086 for Reimbursement to City for City Utility Relocations
Background/History: <p>The North Spokane Corridor (NSC) has been funded for construction as part of the Washington State Connecting Washington transportation funding package. City of Spokane utilities and infrastructure are impacted by or in conflict with the NSC construction requiring relocation, modification or protection. WSDOT is responsible for reimbursing the City for relocation of City utilities. In January of 2019 a master agreement with WSDOT was approved by City Council and executed by the Mayor providing for reimbursement of up to \$15 million for relocation of City Utilities and covering a portion of the City's anticipated work (OPR 2019-011). An amendment to the Master Agreement, increasing the amount payable to \$33.2 million, is necessary to cover on-going and anticipated additional utility relocation work.</p> <p>The master agreement calls for execution of Task Orders that outline specific work to be completed and associated cost. Task orders that are revenue to the City are approved administratively.</p>	
Executive Summary: <ul style="list-style-type: none"> <i>Construction of the NSC freeway impacts City utilities and infrastructure requiring relocation or protection of those facilities.</i> <i>WSDOT reimburses the City for utility relocation or protection costs.</i> <i>Master Agreement GCB 3086 covering WSDOT's reimbursement to the City for utility relocation costs was approved and executed in January of 2019 with a maximum funding amount of \$15.0 million.</i> <i>An amendment to the master agreement is necessary to increase the funding limit to \$33.2 million to cover on-going and anticipated future utility relocation work.</i> <i>Task Orders addressing specific projects are completed under the master agreement and approved administratively.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact:

Consistent with current operations/policy?



Yes



No

Requires change in current operations/policy?



Yes



No

Specify changes required:

Known challenges/barriers:

GCB 3086 Master Amendment No. 1
Interlocal Agreement

This Amendment No. 1 is made and entered into between Washington State Department of Transportation, hereafter referred to as “WSDOT,” and the City of Spokane, hereinafter referred to as the “Local Agency;” hereinafter to be referred to individually as the “Party” and collectively as the “Parties.”

RECITALS

1. The Parties entered into Master Agreement, GCB 3086, on January 31, 2019, which intended to serve as a framework or master overarching Agreement for a number of tasks WSDOT will request of the Local Agency as part of the North Spokane Corridor (NSC) Project.
2. The parties preliminarily estimated that the total cost of accomplishing the work herein to be Fifteen Million Dollars (\$15,000,000). Due to unforeseen conditions and inflation, this amount will fall short of the cost of what is needed to complete the Project.
3. The Parties desire to amend the Agreement in accordance with Section 11, to provide for additional funding and extending the end date to complete a number of tasks WSDOT will request of the Local Agency as part of the Project.

Now Therefore, pursuant to the provisions of RCW Chapter 39.34, the Interlocal Cooperation Act; RCW 47.28.140; the above recitals; that are incorporated herein as if fully set forth below; and in consideration of the terms, conditions, and performances contained herein and the attached Exhibits, which are incorporated and made a part of this agreement.

IT IS MUTUALLY AGREED AS FOLLOWS:

Section 4.1 is revised to read:

The parties have preliminarily estimated that the total cost of accomplishing the work herein to be Thirty Million Dollars (\$33,200,000). In the event unforeseen conditions require an increase in the cost of a specific Task Assignment by Twenty Five percent (25%) or more, or a change in scope of the work to be accomplished in connection with a specific Task Assignment is required the Parties agree to amend the Task Assignment in writing to cover the increase or change.

1. The amount payable under the Agreement is hereby increased, to Thirty-Three Million Two Hundred Thousand Dollars (\$33,200,000)
2. The end date has been extended to 12/31/2029
3. All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment No. 1

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

Local Agency	Washington State Department of Transportation
By:	By:
Printed:	Printed: Mike Gribner, P.E.
Title:	Title: Regional Administrator
Date:	Date:



Agenda Sheet for City Council Meeting of:
12/13/2021

<u>Date Rec'd</u>	10/26/2021
<u>Clerk's File #</u>	OPR 2021-0803
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470-BROOKE HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Philip & Agnes Brooke House, 519 W 18th Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Philip & Agnes Brooke House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session\Other</u>	
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
<u>Additional Approvals</u>		lcamporeale@spokanecity.org	
<u>Purchasing</u>			

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Philip & Agnes Brooke House – 519 W 18th Avenue

FINDINGS OF FACT

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1921; the Brooke House meets the age criteria for listing on the Spokane Register of Historic Places.
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**
 - The Brooke House meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
 - Architecturally significant, the Brooke House is eligible for listing on the Spokane Register of Historic Places under Category C as a fine example of the bungalow form embellished with vernacular French Colonial Cottage-style influence.
 - The bungalow form of the Brooke House is embellished with stylistic influences from 18th and 19th-century vernacular French Colonial cottages. These influences include a small single-story house with a low-pitched pavilion and/or pyramid roof and widely overhanging eaves; symmetrical façade design; modest overall size and scale; multi-paned casement windows; full-width front porch terrace; and center arched pediment with scroll-sawn brackets over the front door.
 - The Brooke House was designed by the firm of Westcott & Gifford Architects which were in practice from 1921 to 1924.
- 3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."***
 - The Brooke House is remarkably well-preserved and is architecturally significant as a very good example of the Craftsman architectural style and the bungalow house form with vernacular French Colonial Cottage-style influence in Spokane.
- 4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Philip & Agnes Brooke House according to the appropriate criteria at a public hearing on 11/17/21 and recommends that the Philip & Agnes Brooke House be listed on the Spokane Register of Historic Places under Category C.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

*LOTS 3 AND 4, BLOCK 7, CANNON HILL PARK, AS PER PLAT RECORDED IN
VOLUME :L: OF PLATS, PAGE 44, RECORDS OF SPOKANE COUNTY; SITUATE IN
THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.*

*Parcel Number(s) 35301.2102, is governed by a Management Agreement between the City of Spokane and the
Owner(s), Gregory J & Lori J Arpin, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into
pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the
property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for
Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic
Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on _____. I certify
that the original Management Agreement is on file in the Office of the City Clerk under File
No. _____.*

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **November 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Gregory J & Lori J Arpin** (hereinafter "Owner(s)"), the owner of the property located at **519 West 18th Avenue** commonly known as the **Philip & Agnes Brooke House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **PHILIP & AGNES BROOKE HOUSE**
Common Name

2. LOCATION

Street & Number 519 West 18th Avenue
City, State, Zip Code Spokane, WA 99203
Parcel Number 35301.2102

3. CLASSIFICATION

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational <input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input checked="" type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
Site	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other
<input type="checkbox"/> moved			

4. OWNER OF PROPERTY

Name Gregory & Lori Arpin
Street & Number 519 West 18th Avenue
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 509-868-9344 / mapletreefarm@msn.com

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds Spokane County Courthouse
Street Number 1116 West Broadway
City, State, Zip Code Spokane, WA 99201
County Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey
Date Federal _____ State _____ County _____ Local _____
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than 1 acre.

Verbal Boundary Description

Cannon Hill Park Addition, Lots 3-4 Block 7.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

November 17, 2021

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: 10/20/21

Date of Landmarks Commission Hearing: 11/17/21

Landmarks Commission decision: Approved

Date of City Council hearing: _____

City Council Decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council as set forth above.

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Brooke House at 519 West 18th Avenue in 2020

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Constructed in 1921, the Philip & Agnes Brooke House is a well-preserved example of single-story cottage architecture inspired by the bungalow house form and the French Colonial style. Built on two adjoining lots, the Brooke House is located on Spokane's South Hill in the center of the Cannon Hill Park Addition, a historic residential neighborhood that surrounds an Olmsted-designed public park and greenspace. The Brooke House is distinguished with vernacular French Colonial Cottage design features found in its low-pitched pavilion roof, widely overhanging enclosed eaves, symmetrical façade, wood shingle cladding, and multi-paned French windows.¹ A strong focal point of the dwelling is the front entrance which is located in the center of the home's north façade and is capped by an arched pediment. The pediment is articulated with two returns from which two rectangular lanterns are suspended. Each return is supported by a decorative, scroll-sawn wood bracket. Built in 1922, a single-car garage/carport is

¹ Pyramidal and pavilion roofs are similar, and their meanings are oftentimes used interchangeably. By definition, a "pyramidal roof has four slopes terminating at a peak." In contrast, a pavilion roof has an upper termination that is "usually a ridge somewhat shorter than the length of the building." Harris, 2000.

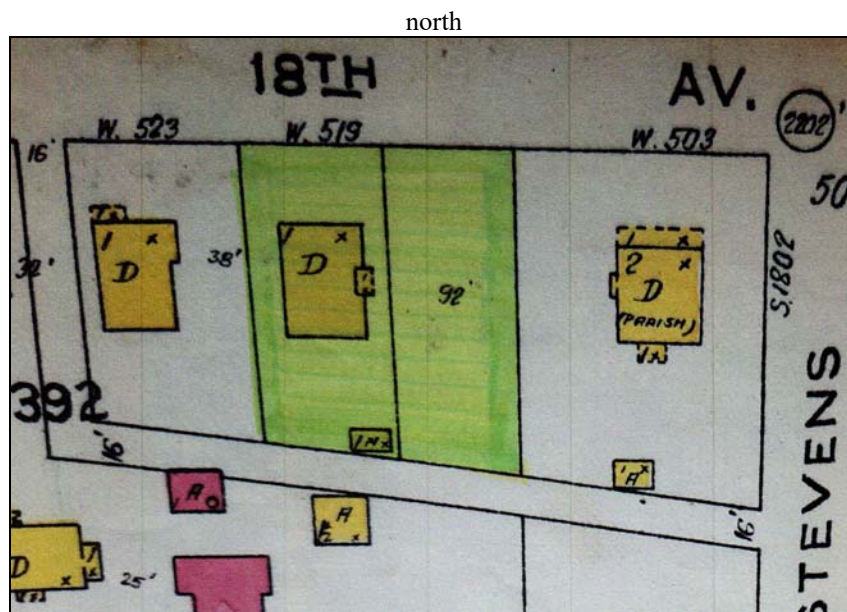
Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

located behind the house. Retaining good integrity in original location, design, materials, workmanship, and association, the Brooke House & Garage are eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

The Brooke House is located on Block 7, Lots 3-4 in the Cannon Hill Park Addition on Spokane's South Hill. The property's grade is nearly level with a slight downhill slope to the west. Lots 3 and 4 together have a width of 100 feet from east to west along West 18th Avenue, and are each 125 feet deep from north to south. The Brooke House is sited on Lot 4. Located next adjacent east is Lot 3, which supports the property's expansive, park-like manicured sideyard with a lawn and mature perimeter shrubs and trees. A paved public alley runs along the lots' southern border. The property is located a few hundred feet north of Cannon Hill Park, a public parkland and fresh-water duck pond. A community focal point, the park is a popular city attraction and is surrounded by well-maintained single-family historic homes built from the early 1900s to the 1950s.



Pictured on a 1953 Sanborn Fire Insurance Map, the Brooke House property—highlighted in green ink—is depicted as a one-story rectangular home with a small garage on Lot 4 while adjacent east Lot 3 is maintained as the home's sideyard with a manicured lawn.

House Exterior

The Brooke House property is addressed at 519 West 18th Avenue, and faces north along 18th Avenue. The footprint of the house depicts a rectangular shape, which measures 25 feet wide and 42 feet deep.² The home supports a single story at the first floor, a basement, and an attic. The first floor has 1,266 square feet of finished space, the

² City of Spokane Assessor Office. Spokane, WA.

**Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE**

basement has 1,217 square feet of finished space, and the attic is unfinished.³ The house is covered with a low-pitched, pavilion-style hipped roof with widely enclosed eaves. The roof is clad with composition shingles and supports one large chimney. Painted cedar wood shingles clad the house. Multi-paned French windows illuminate the home's living room, dining room, kitchen, and bedrooms. A concrete basement supports the dwelling. A covered patio is located at the south rear face of the house, and a single-car garage and attached carport border a paved public alley at the southern boundary of the property.

The *north façade* of the Brooke House is fronted by huge 100-year-old American Plane (Sycamore) trees in the parking strip in front of the house. A concrete public sidewalk is located between the parking strip and the home's manicured front yard. A narrow concrete walkway leads south from the public sidewalk through the home's front yard to two concrete steps that rise to a concrete front porch terrace. The terrace is 8 feet deep, extends across the north facade of the house, and is outlined with an original soldier course of red bricks. The Brooke House features a symmetrical façade design which highlights the home's low-pitched pavilion roof. Influenced by Colonial characteristics, a wood front door with four recessed panels is located in the center of the home's north façade, and is flanked on the east and west by original multi-paned French windows. A distinguished focal point of the house is an arched pediment that caps and protects the front entrance. The north façade is clad with white-painted cedar wood shingles that extend to the porch.



Looking southwest at the Brooke House in 2020.

³ Ibid.

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Facing the property's adjacent sideyard located on Lot 3, the *east face* of the house features a continuation of the home's low-pitched pavilion roof with widely overhanging eaves and a composition roof. The east face of the house is clad with wood shingles, and the exposed basement foundation is made of concrete. A tapered red brick chimney is located at the north end of the home's east face. The chimney rises up the exterior wall and protrudes through the roof's overhanging eaves to a height higher than the pavilion roof's center ridge. South of the chimney, a 15-foot-wide box bay protrudes 3 feet from the east face of the house. A shed roof from the pavilion roof covers the box bay. The north and east faces of the bay support a wrap-around row of 6 fixed, multi-paned French windows while the narrow south face of the box bay supports a narrow multi-paned French door (exterior). A pair of small, original multi-paned casement windows that once illuminated an original breakfast nook are located between the box bay and the southeast rear corner of the house. A concrete patio and hot tub are located along the south half of the home's east face.



Looking northwest at the east elevation of the Brooke House in 2020.

The *west face* of the Brooke House faces a narrow sideyard with a manicured lawn, garden, trees, and shrubs. Six multi-paned casement windows and one small closet window open out from the west face of the house. The west slope of the low-pitched pavilion roof is covered in composition shingles and reveals a continuation of wide overhanging enclosed eaves. The home is clad with a continuation of white-painted wood shingles, the concrete basement foundation is raised due to a drop in grade, and five original multi-paned windows in the west concrete foundation wall illuminate a basement.

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The *south rear face* of the house features the south slope of the composition-shingled pavilion roof, enclosed overhanging eaves, white-painted wood shingle wall cladding, three multi-paned casement windows, one pedestrian door, and a raised concrete basement wall. The south basement wall supports two original multi-paned casement windows. A small triangular-shaped louvered attic vent is located in the center of the home's south pavilion roof slope. A covered patio is built on the east half of the home's south face. The patio is covered with a south-facing gable roof, which is supported by square wood posts. The patio roof's gable peak is clad with wood shingles that match the wood shingle cladding on the house.

House Interior

The front door at the home's north façade opens into a wide, spacious living room. The living room measures 26.6 feet wide from the east wall to the west wall, and 14 feet deep from the north wall to the south wall. A 7-foot-wide square opening in the living room's south interior wall opens to an expansive open dining room and kitchen along the east wall in the house. A door at the south end of the kitchen opens to an enclosed turned staircase that descends to the back exterior door, and continues to the basement.



A view of the living room in the Brooke House, looking east in 2020.

The ceiling on the first floor is 8 feet high, and is finished with paint. The hardwood floor in the living room and dining room is covered with original narrow one-and-one-half-inch-wide solid oak planks finished in a rich, dark golden hue. The floor in the kitchen and rear entrance staircase is covered in 12-inch-square ceramic tiles. Interior walls in the house are constructed with a combination of original lathe-and-plaster and modern sheetrock, and are finished with paint. Interior woodwork—all painted white—

includes floor and crown molding, window frames, and doors. Picture-rail molding accentuates the living room, dining room, and master bedroom. Interior doors throughout the house are original with two inset panels each and original crystal doorknobs.

The home's generous living room is distinguished with a Colonial-influenced east-wall center fireplace flanked by original built-in bookcases capped with original multi-paned casement windows. The fireplace has a center fire box with a white-painted brick surround, a red ceramic tile hearth, and a paneled wood mantel. The dining room features a wide view of the east sideyard through a row of fixed multi-paned French windows that line the room's east wall. Next south of the row of dining room windows is the kitchen. It is finished with built-in cupboards, cabinets, marble counters, sink, dishwasher, and a wide peninsula serving counter with a marble surface. A door in the southwest corner of the dining room opens to a center hall with a built-in linen closet and interior doors that open to bedrooms and a bathroom. A sliding pocket door opens to a bathroom on the south wall. A door in the southwest corner of the hall opens to bedroom/office, and a door in the northwest corner of the hall opens to the master bedroom on the west wall. The master bedroom is illuminated by a row of three multi-paned casement windows. The bedroom/office is lit by two multi-paned casement windows. A shared "Jack-and-Jill" closet is located between the two bedrooms. An oak hardwood floor is located in the hallway, two bedrooms, and the shared closet. Finished rooms in the basement include a recreation/play room, two bedrooms, and one bathroom. An unfinished furnace room/shop/storage room and laundry room complete the basement.

Garage

In 1922, one year after the house was constructed, a single-car garage was built for \$200 along the center of the property's south border.⁴ The garage measures 12 feet wide and 16 feet deep. Matching the Brooke House, the garage has a low-pitched pavilion roof, overhanging enclosed eaves, and is clad with white-painted wood shingles. A metal overhead garage door opens from the west facade of the garage. In 2002-2010, a carport covered with a pyramid roof supported by wood posts was built onto the west facade of the garage. A concrete driveway leads west from the garage and carport along a paved public alley at the property's south border. Conveying Colonial-style features and installed in 2020, a small square louvered cupola with a pyramid roof is attached to the top of the pavilion roof on the garage, and supports a black wrought iron weather vane.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Brooke House was built in 1921.⁵ A photograph taken at that time pictures two of the first residents of the property—Philip Brooke Sr. and his five-year-old son, Philip Brooke Jr., sitting on the home's front steps and porch terrace wall. The property's original façade cladding, windows, and front entrance appear in the 1921 photograph as they exist today one-hundred years later in 2021. The front porch, however, was modified when porch walls and porch step walls were removed in the 1980s. The 1921

⁴ *Spokane City Building Permit #16893*, 15 May 1922.

⁵ *Spokane City Building Permit #14809*, 11 August 1921.

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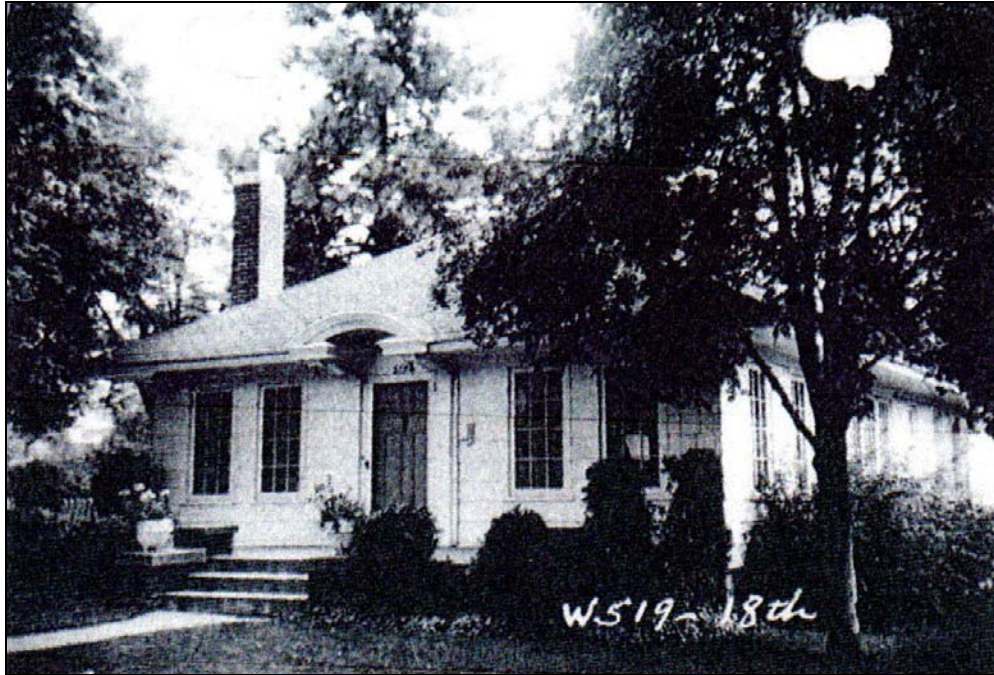
photograph also shows an unclear image of a geometric-inspired Craftsman-style lantern with sloped sides that appears to be hanging from the east return of the arched pediment over the front door. The lantern in the 1921 photograph was replaced between 1921 and 1959 by a contemporary rectangular lantern with a black wrought-iron frame and glazed panels (a matching duplicate replacement lantern was hung from the pediment's west return).



Philip Brooke Sr. and his son, Philip Brooke Jr., sitting on the front porch of the Brooke House in 1921.

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Another photograph of the property was taken in 1959 by the Spokane County Assessor's Office, and reveals the original design for the facade terrace and front steps with an encircling brick and concrete porch walls and concrete caps. Black metal house numbers are pictured above the front entrance door, and reflect the property's street address of 519.



The north façade of the Brooke House is 1959.

Modifications to the property include:

1950-1998 As shown on a footprint drawing of the Brooke House in a *1953 Sanborn Fire Insurance Map* (see page 5 this document), the east wall of the home was originally built with a *recessed box bay* located south of the brick chimney. The recessed bay was 15 feet wide, 3 feet deep, and held a row of 6 French windows. A covered, recessed screened concrete sun porch was located in the recessed box bay. In the 1950s-1960s, the 3-4-foot-deep sun porch was remodeled for use as a “TV room” when the porch was enclosed and the dining room’s window wall was removed and rebuilt as a solid interior wall.⁶ An interior door and a window were installed in the wall between the dining room and the TV room. The separate dining room and TV room were covered with wall-to-wall carpet. In the 1960s, a small “bump-out space” was added to the east wall of the garage to accommodate a longer automobile. The original brick-and-concrete front porch wall and the two brick-and-concrete porch walls on either side of the porch steps were removed in the 1980s. During the 1960s-1980s, the unfinished basement was partially finished with two bedrooms and a bathroom.

⁶ Debbie Williams Hyslop oral interview, October 2021.

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2002-2010 The wall between the dining room and TV room was removed, and the existing east exterior wall was extended outward to the east, producing a *projecting box bay*. The new projecting bay measured 14 feet wide and 3 feet deep. To cover the projecting box bay, a shed roof was built from the east slope of the pavilion roof. A wrap-around row of 6 multi-paned French windows were built on the exterior east wall. An exterior multi-paned French door was installed on the narrow south face of the box bay. The original interior walls between the dining room and the breakfast nook, and the nook and the kitchen were removed, forming one large open area along the east wall in the southeast quadrant of the house. The walls and ceiling were finished with painted sheetrock. The southeast half of the open area was finished as a kitchen with built-in casework, marble counters, and a sink. The kitchen floor and the stairs to the back door at the south wall of the house were resurfaced with ceramic tile. The northeast half of the room was finished as an expansive dining room open to the kitchen. The floor was covered with oak hardwood planks that matched the floor in the living room. Living room fireplace bricks and mantel as well as ceiling, wall, and woodwork surfaces were repainted. An original interior door between the master bedroom and living room was removed, and the wall was finished with painted sheetrock. The interior hall, bathroom, and two bedrooms were repainted. The bathroom was re-tiled. The original casement windows in the two bedrooms were replaced with new multi-paned double-glazed screened casement windows. The concrete patio at the rear of the house was covered with a gable roof that was covered with composition shingles to match the shingles on the home's pavilion roof. Square wood posts were built to support the patio roof, and were painted white. A covered carport with a pavilion roof that matches the house and garage was built on the west façade of the garage. The carport roof is supported by square wood posts and diagonal wood braces.



Looking northeast from the kitchen into the dining room in 2020.

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Looking south from the dining room into the kitchen in 2020.



Looking southeast into the kitchen in 2020.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1921-1924</i>
<i>Built Date</i>	<i>1921</i>
<i>Architect</i>	<i>Westcott & Gifford, Architects</i>

SUMMARY STATEMENT

The Brooke House was built in 1921 for Agnes Brooke and her husband, Philip Slaughter Brooke, a full partner for seven decades in one of Spokane's largest law practices—Paine, Hamblen, Coffin, Brooke and Miller. Architecturally significant, the Brooke House is eligible for listing on the Spokane Register of Historic Places under Category C as a fine example of the bungalow form embellished with vernacular French Colonial Cottage-style influence. The home was designed by Spokane architects Frederick Westcott and Howard Gifford. The property's period of significance begins with its built date in 1921 through 1924 when it was sold.

HISTORIC CONTEXT

Cannon Hill Park and the Cannon Hill Park Addition

Prior to 1887, an undeveloped, irregularly shaped area on Spokane's South Hill was bordered by roughly West 18th to 29th Avenues and South Bernard to Lincoln/Wall Streets. The acreage was characterized by a wide, gentle northward-facing slope that surrounded a natural wetland and clay-lined drainage swale. Rocky basalt outcroppings, evergreen and deciduous trees, and wild grasses dotted the area. The wetland and clay deposits proved beneficial to quarryman J. T. Davis who, in 1887, developed the area as one of Spokane's first brickyards.⁷ The brickyard was later associated with the Washington Brick, Lime & Sewer Pipe Company, which made large quantities of bricks used in the construction of homes and commercial buildings throughout Spokane and vicinity. Twenty years later in 1907, the clay deposits were exhausted and the brickyard was demolished.

Occurring about the same time in 1907, the nationally renowned Olmsted Brothers Landscape Architecture firm from Brookline, Massachusetts arrived in Spokane at the invitation of the Spokane Park Board. The firm proposed a comprehensive park plan for the entire city that included a 15-acre park at the abandoned brickyard site. The Olmsted's father was famous for his park designs of New York's Central Park and Boston's "Emerald Necklace" park system, likewise, the Olmsted Brothers espoused ideals that linked clean, fresh air to renewed, invigorated health. They promoted city parks as "one of the best means" of drawing urban residents out of doors, and argued that parks were aesthetically necessary to cities—a way to "provide and preserve landscape for the enjoyment of [all] people."⁸

The Olmsted's design for Cannon Hill Park (originally called Adams Park in honor of U.S. President John Quincy Adams) was adopted, and construction commenced in 1908.

⁷ *Spokesman-Review*, 1988

⁸ *Olmsted Brothers Landscape Architects*, 1907-1913.

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The small, low-lying wetland at the park site was restored with two connected, shallow ponds surrounded by manicured lawn, indigenous plantings, and gracefully arched pedestrian bridges made of native basalt rock. With aesthetic appeal and close proximity to Spokane's downtown central business district (1.5 miles), Cannon Hill Park, with its beautiful lawns, ponds, and bridges, became the anchor and catalyst for much of the design, development, and subsequent successful settlement of the Cannon Hill Park neighborhood.

Seizing their chance for speculative success, the Arthur D. Jones Company, a prominent Spokane real estate development firm, purchased an irregularly-shaped area of undeveloped land around Cannon Hill Park from roughly West Eighteenth Avenue to Twenty-Ninth Avenue, and from South Wall/Lincoln Streets to Bernard Street. The area was platted with 50-foot wide lots throughout a blend of curvilinear, diagonal, and straight streets, and was called the Cannon Hill Park Addition.

Beginning in 1909, the Arthur D. Jones Company (doing business in the vicinity as the Cannon Hill Park Company) expended more than a quarter of a million dollars for much-needed infrastructure in order to develop the area and entice prospective buyers.⁹ A large anticipatory advertisement in the *Spokesman-Review* appeared on April 4, 1909, listing many planned amenities for the new Cannon Hill Park neighborhood:

CANNON HILL PARK [ADDITION]

*Street grade, cement sidewalk, wide parking, cement curb, steel water
mains and sewer furnished for every lot.*

Uniform shade trees planted in the street parking throughout the addition.

*14 acres of park with large lake to be developed under the direction of
Olmsted Brothers of Boston.*

100-foot boulevard (21st Avenue) through the center of the addition.

A distinctly high-grade residence district.

*Building restrictions to prohibit the erection of dwellings
costing less than \$3,000 to \$4,000,*

and to prohibit the construction of stores or apartments in the neighborhood.

Every house must sit back 30 feet from the street.¹⁰

The 1909 newspaper article further announced that the Cannon Hill Park Addition was “yet in a raw state but contracts for improvements are now being let.”¹¹

A few years later, the company's commitment to advertising and the implementation of necessary infrastructure paid off. Lot sales and construction of homes were steady if not robust. A 1912 newspaper article reported that “what was only a big tract of undeveloped woodland only three years ago...has been developed...[around] Cannon Hill Park” and is “one of the prettiest and most picturesque residence sections of the city, with already

⁹ *Spokesman-Review*, March 1911.

¹⁰ *Spokesman-Review*, April 1909.

¹¹ *Ibid.*

more than five miles of paved streets, a 15-acre park, and a parkway boulevard that cuts through the center of the addition connecting the two [public street] car lines.” At that time, 60 substantial modern residences had been built around Cannon Hill Park in the Cannon Hill Park Addition, and many more house plans to be built in the neighborhood were in preparation.¹²

By the 1950s, nearly all of the planned residential construction in the Cannon Hill Park Addition was complete. Over eight miles of shade trees had been planted between sidewalks and streets, around the park, and along the boulevard that divides the center of West 21st Avenue (called West 21st Avenue Parkway).¹³ Single-family homes were built according to architectural guidelines stated in the above-referenced 1909 *Spokesman-Review* newspaper article. The 1909 guidelines mandated that each dwelling cost at least \$3,000-\$4,000 or more, prohibited the construction of stores or apartments, and specified that every house must sit back at least 30 feet from the street.¹⁴

St. Augustine Church & School

In 1915, a church and school were built in the neighborhood between 18th and 19th Avenues along the east side of Stevens Street just east of the Brooke House. It was called St. Augustine Catholic Parish & School, and serves the southwest quadrant of Spokane’s South Hill. The school was developed in the south portion of the building while the church was located in the north portion of the building. Located across the street from the church/school was a large 2-story, single-family house built in 1910. It was converted for use as the church’s first convent, and was home for many years to a number of nuns. In the 1950s, the house was razed, the site was leveled and finished with manicured lawn, and is used today as the school’s grassy playfield. By the 1950s-1960s, a new St. Augustine convent, church, rectory, gymnasium, and enlarged school were built east on the hill above the original church/school. A bell rang from the new church tower each noon and evening, and continues today to be heard throughout the Cannon Hill Park neighborhood.

Cannon Hill Park and the surrounding neighborhood were regarded then and now as one of the most desirable residential areas in Spokane. In 1990, more than 80 years after development of the Cannon Hill Park Addition began, a Spokane real estate agent described the Cannon Hill Park neighborhood and its visual beauty and easy livability:

*People who buy here have traditional values; they like the vintage charm.
They like living in a neighborhood where all the houses are unique.
They are really excited about living in an area with so much visual beauty...
There’s a real community feeling among the people.*¹⁵

¹² *Spokesman-Review*, March 1912.

¹³ *Spokesman-Review*, August 1909.

¹⁴ *Spokesman-Review*, April 1909.

¹⁵ *Spokesman-Review*, March 1990.

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Today in 2021, Cannon Hill Park and the Cannon Hill Park Addition continue to offer manicured parkland with a natural pond that is surrounded by well-kept homes characterized by a kaleidoscope of historic styles. After more than a century, the area remains as one of the most intact residential neighborhoods in Spokane.

Philip Slaughter Brooke (1892-1991)

In 1921, Philip & Agnes Brooke purchased Lots 3 & 4 on Block 7 in the Cannon Hill Park Addition at 519 West 18th Avenue, a few hundred feet north of Cannon Hill Park and west of St. Augustine Parish & School (now called Cataldo School). They commissioned a single-story home built on Lot 4, and landscaped the adjacent next east Lot 3 as a manicured park-like sideyard. Spokane Building Permit #14809 reported the cost of the house was \$5,500.¹⁶ A single-car garage was built the following year in 1922 behind the house along an alley at the southern boundary of the property. The cost of the garage was reported at \$200.¹⁷

Philip Slaughter Brooke was born August 30, 1892, in Sprague, Washington, a small agricultural town about 45 miles west of Spokane. When he was four years old, Brooke relocated with his family to Spokane where he attended public grade school followed by Lewis & Clark High School. After graduation, Brooke studied law at Stanford University in California, graduated in 1916, and returned to Spokane in 1917. He joined the Spokane law practice of Hamblen & Gilbert, and in 1921, became a full partner of the firm the same year the Brooke House was erected. Brooke's legal career spanned a total of 71 consecutive years, and was at that time exclaimed to be "longer" than that of "any other lawyer in the State of Washington."¹⁸ Dedicated attorney Brooke helped grow the firm into Paine, Hamblen, Coffin, Brooke & Miller, "one of Spokane's largest."¹⁹ A *Spokane Daily Chronicle* newspaper article announced that "at one point in the firm's history, three generations of Brookes worked there—Philip S. Brooke Sr., Philip S. Brooke Jr., and Philip S. Brooke III" (father, son and grandson).²⁰

In addition to a thriving law practice, Brooke made time to serve on the board of trustees at St. Luke's Memorial Hospital, and was chancellor (legal advisor to the bishop) of the Episcopal Church Diocese (St. John's Cathedral). He served for a time as president of the Community Welfare Federation (a precursor of the United Way), president of the Kiwanis Club, a board member of the Washington Children's Home Society, president of the Spokane Bar Association for the 5th Congressional District, a member of the Board of Governors of the Washington State Bar Association, and a charter member of the Manito Golf & Country Club. After seven decades as a full partner of Paine, Hamblen, Coffin, Brooke and Miller, attorney Philip Slaughter Brooke died at age 99 on December 7, 1991—just two years after he retired.

¹⁶ Spokane Building Permit #14809, August 11, 1921.

¹⁷ Spokane Building Permit #16893, May 15, 1922.

¹⁸ *Spokesman-Review*, 1989.

¹⁹ *Spokane Daily Chronicle*, 1991.

²⁰ *Ibid.*

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Agnes M. Brooke (1894-1978)

From Valparaiso, Indiana, Agnes M. Brooke relocated with her parents to Spokane when she was a child, attended grade school and Lewis & Clark High School in Spokane. She enrolled as a student at the University of Oregon and later married Philip S. Brooke in 1917. They had one daughter, Barbara Brooke Baker, and two sons, Robert E. Brooke and Philip S. Brooke Jr. The Brooke's two sons—Robert and Philip—were strongly influenced by their father, and became practicing lawyers, Robert in Seattle and Philip Jr. in Spokane. Agnes Brooke was active and busy in Spokane. She raised a family, was a life-time member of St. John's Episcopal Cathedral, and supported her husband and his legal career through an auxiliary to the Spokane Bar Association. In addition, she taught school in the Spokane Valley, and was a member of the Idaka Service Club, Kappa Tau Study Club, and the St. Nicholas Guild of St. John's Episcopal Cathedral. At age 84, Agnes Brooke died on July 13, 1978.

Subsequent Homeowners

In 1925, Spokane attorney Orville Duell and his wife, Juliette Duell, purchased the Brooke House. Orville Duell and his business partner, Henderson Boyles, owned and operated Duell & Boyles Attorneys at Law in Suite 1010 in the Paulsen Building on West Riverside Avenue in downtown Spokane. Later, Orville Duell partnered with his son, Howard Duell, in their law firm Duell & Duell.

In 1950, the Duells sold the property to Theodore Knoble Williams and his wife, Virginia Williams. Theodore Knoble Williams worked as an accountant and supervisor at Kaiser Aluminum & Chemical Company in the Spokane Valley. While they raised their son Brian Williams, and daughter Debbie Williams Hyslop, the Williams remodeled different areas of the house, including the basement, dining room, sun porch, and garage.

In 1998, Benjamin & Stephanie Luety purchased the property for \$165,500. They sold the house a few years later in 2002 to Paul & Marla Oleniacz for \$167,500. The Oleniacz's were responsible for enlarging and remodeling the kitchen and dining room, installing a hardwood floor in the dining room and a ceramic tile floor in the kitchen, repainting the interior of the house, constructing a carport, and building a porch roof over the patio at the rear of the property.

In 2011, Dr. Ryan Wilson, a Spokane dentist, and his wife, Lisa Williams, bought the historic Brooke House for \$325,000. They remodeled the basement play room, repainted the home's interior at the first floor, and installed a hot tub at the east side of the house.

In 2018, Greg & Lori Arpin bought the property for \$530,000. Lori worked as an elementary school teacher at Cataldo Catholic School at St. Augustine Church for 20 years. Greg began his work as an attorney for the U.S. military's Army Staff Judge Advocates. After military service, Greg became a partner in the Spokane law firm Layman, Loft, Arpin & White. In the 1990s, he partnered with Spokane attorney Roger Chase and was affiliated with the Chase, Hayes & Kalamon law practice. In 1999, he joined Spokane's Paine, Hamblen, Coffin, Brooke & Miller Attorneys at Law—the same

practice in which Philip Brooke along with his son and grandson worked. In 2004, the name of the law firm was shortened to Paine Hamblen.

ARCHITECTURAL SIGNIFICANCE

Category C

The Bungalow Form & Vernacular French Colonial Cottage Architecture

The Philip & Agnes Brooke House is architecturally significant as a one-story bungalow house form distinguished with vernacular French Colonial Cottage-style influence. As explained by Jan Cigliano in her 1998 book, *“Bungalow: American Restoration Style,”* American families in the 1910s and 1920s embraced new beginnings with the affordable bungalow house form, stylistic elements from historic periods, renewed pleasure in public parks and the outdoors, and respect for environmental conservation.²¹ She described a “bungalow” as a “form of house, a type of structure designed in a number of architectural styles,” and further explained that “style” by contrast, is a “particular period and genre of design.”²²

The bungalow...offers a wonderfully attractive house genre for pleasant living: it is manageable in size, comfortably scaled, spacious and open in plan, relatively affordable to buy and maintain, and restful to the eye. Walking into a vintage bungalow of the 1910s or 1920s produces an immediate sense of ease because of the size, scale, and simplicity of the space.

*The bungalow house type is a single-family residence, one- or one-and-a-half stories high, and designed in elevation, plan and roofline to achieve a horizontal and rectangular emphasis. The second floor, a modest space of one or two rooms or attic storage, is contained below the gable or hipped roof area.*²³

The bungalow form of the Brooke House is embellished with stylistic influences from 18th and 19th-century vernacular French Colonial cottages. These influences include a small single-story house with a low-pitched pavilion and/or pyramid roof and widely overhanging eaves. Low-pitched pavilion and pyramidal roofs were popular in the Southern United States and may have first been built by French descendants in the Gulf Coast region of Louisiana and Mississippi.²⁴

Other stylistic characteristics found on vernacular French Colonial cottages include symmetrical façade designs, wood shingle wall cladding (usually painted white), full or partial front porches—either covered or uncovered, and multi-paned French doors and windows.²⁵ Many homes were protected from wind and rain storms with louvered wood

²¹ Cigliano, 1998.

²² Ibid.

²³ Ibid.

²⁴ McAlester, 1989.

²⁵ French doors and French windows were designed in the 1700s-1900s to allow for maximum cross-ventilation and light dispersal. They are tall and narrow, extend towards the floor, and are usually multi-paned. Harris, 2000.

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shutters over windows and doors. Flower boxes located on the front porch or porch walls were common.

The Brooke House

A few years after they married, Philip & Agnes Brooke commissioned a home constructed for them in the Cannon Hill Park Addition on Spokane's popular South Hill. An anticipatory article in the August 13, 1921 edition of the *Spokesman-Review* newspaper announced the upcoming construction of their house:

*BUILD HOUSE TO COST \$5,500
PHILIP S. BROOKE TO ERECT HOME ON EIGHTEENTH AVENUE
Phillip S. Brooke, attorney with the Hamblen & Glibert firm,
has taken out a building permit for a six-room
California bungalow at West 519 Eighteenth Avenue
to cost \$5,500.*

*The plans call for hardwood floors throughout, fireplace, sunroom, breakfast nook
and full cement basement with fruit and fuel rooms, laundry and one finished room. The
exterior will be of California colonial bungalow design.*

*It will have casement windows throughout, French doors opening onto a side porch,
colonial entrance with a brick terrace, and a garage.
Westcott & Gifford are the architects.²⁶*

As described in the above-referenced newspaper article, the house was built and the property's adjacent-east Lot 3 was landscaped and finished as a park-like sideyard—the only residential property along West 18th Avenue from Lincoln Street to Stevens Street to feature a lot-sized manicured sideyard. All of the residences built around the Brooke House are single-family homes sited on private lots, usually 50 feet wide and 125 feet deep. The majority of dwellings are medium sized with 1,000 to 1,500 square feet of interior space on the first floor, and more than half of the homes are bungalow house forms embellished in the Craftsman style. The Brooke House stands out as a bungalow embellished in influences from the vernacular French Colonial Cottage style.

The Brooke House is well-represented by the following architectural elements and stylistic characteristics:

- A bungalow built during the house form's popular time period of 1905-1929
- Stylistic influence from French Colonial Cottage architecture
- Symmetrical facade design
- Modest overall size and scale
- One-story in height
- Rectangular shape
- Low-pitched pavilion roof
- Widely overhanging roof eaves
- Center arched pediment over front door at façade

²⁶ *Spokesman-Review*, August 13, 1921.

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- Pediment returns supported by scroll-sawn brackets
- Full-width façade porch terrace
- Multi-paned original “French windows” installed as casement and/or fixed units
- Painted cedar wood shingle exterior siding
- Open floor plan with expansive living room, dining room, and kitchen

The “Betsy Ross”

Apparently the 1921 design for the Brooke House was a favorite after it was built in Spokane. Five years later in 1926, a very similar house plan was published in a *Sears, Roebuck Catalog of Houses*.²⁷ The catalog house plan was called the “Betsy Ross.”²⁸ The sales price was \$1,654 for an “already cut and fitted” prefabricated house with plans and materials included for completion. The design for the Betsy Ross plan and pre-fab house offered a small bungalow with vernacular French Colonial Cottage embellishment similar to the Brooke House, including a low-pitched pavilion roof with widely overhanging eaves, a symmetrical façade with a center front door flanked by multi-paned “French Windows,” a brick/concrete terrace, and an “entrance hood” (gabled pediment) over the front door. The interior floor plan of the Betsy Ross was similar to that of the Brooke House, and included a living room, dining room, kitchen, and two bedrooms.²⁹



“The Betsy Ross” house plan as illustrated in the 1926 Sears, Roebuck Catalog of Houses.



The Brooke House in 2020, looking southwest.

²⁷ 1926 *Sears, Roebuck Catalog of Houses*.

²⁸ *Ibid*, page 97.

²⁹ *Ibid*, page 97.

Howard L. Gifford, Architect

In 1921, Spokane architects Frederick Westcott and Howard Gifford formed a business partnership and designed the Brooke House. Little is known about architect Howard L. Gifford.³⁰ He began working as a draftsman for Spokane architect C. Harvey Smith from 1910 through 1915. From 1916 through 1920, he was employed as an architect by master Spokane architect Archibald Rigg. In 1921, architect Gifford partnered with Frederick Westcott to form Westcott & Gifford Architects. They leased offices in Suite 607 in the Spokane Savings & Loan Building on West Riverside Avenue in Spokane's downtown central business district. Together, they produced plans for the Brooke House (1921), the Hartline School (1922), an annex to Hillyard High School (1922), and alterations to the Ritz Theatre on Spokane's downtown West Main Avenue (1924). By the close of 1924, Gifford had relocated to Portland, Oregon where he worked as a draftsman for the architectural firm of Houghtaling & Dugan.³¹ When Houghtaling & Dugan disbanded in 1925, Gifford remained working with Houghtaling. By 1932, Gifford departed Houghtaling and established his own practice. The following year, he joined the United States Forest Service in Portland. While working for the Forest Service, Gifford designed Portland's Laurelhurst Manor in 1941. Listed on the National Register of Historic Places, Laurelhurst Manor remains Gifford's only known extant work outside of the Forest Service. Howard Gifford died in 1945.

Frederick E. Westcott, Architect

As noted in his 1946 obituary in the *Spokane Daily Chronicle*, Fred Westcott was regarded as "one of Spokane's best known architects."³² He was born in 1888 to Joseph & Cassius Westcott. He lived at 1726 West Clarke Avenue in Peaceful Valley with his family, including his older brother, Clyde Westcott, who worked as a "draftsman" for Galbraith & Jones, two prominent Spokane architects. In 1904, Clyde was employed as a draftsman for Albert Held, another prominent Spokane architect, and Fred was listed as a "student." By 1906, both Westcott boys, Clyde and Fred, were listed in the city directory as architects for the prestigious Spokane architectural firm, Cutter & Malmgren. Three years later, Fred and Clyde Westcott worked for master architect Albert Held, and in 1912, Fred Westcott partnered with noted Spokane architect, W. W. Hyslop, forming the architectural firm, Hyslop & Westcott. The two men practiced together for five years until Hyslop's death in 1917. Working alone most of the time after Hyslop's death, Fred Westcott partnered for three short years from 1921-24 with Howard Gifford (see preceding paragraph).

During his career Westcott leased various offices in downtown Spokane, including suites in the Hyde Block, Rookery Block, Spokane Savings & Loan Building, and the Hutton Block. After his early years in Peaceful Valley, he lived in a house with his mother at 315 W. Maxwell Avenue. From 1909 to 1930, Fred, his wife, Grace Westcott, and his

³⁰ *Washington State Department of Archeology & Historic Preservation*, Olympia, WA. Michael Houser, State Architect.

³¹ Howard Gifford may have met Chester Houghtaling in 1906-1908 when Houghtaling was employed by Cutter & Malmgren, one of Spokane's well-known historic architectural firms.

³² *Spokane Daily Chronicle*, April 1946.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

mother all lived together in a home Fred may have designed at 2146 East 8th Avenue. In 1931, Fred Westcott's health failed and he gave up his downtown architectural practice. He and his family moved into an apartment house at 212 E. 23rd Avenue and, due to his ill health, Fred "practiced his profession only part time" from the confines of the apartment.³³ In 1942, Fred and Grace Westcott relocated to the Mayfair Apartments, 726 West 6th Avenue. By 1944, Fred's health seemed to have improved as he was listed once again in city directories as a professional architect with an office in the Hutton Block in downtown Spokane. His respite was short-lived; two years later in 1946, Fred Westcott died.

Fred Westcott's career, especially when he was a partner with W. W. Hyslop, was prolific. He and Hyslop were responsible for the designs of many commercial buildings and hundreds of homes that were built throughout the Spokane area. Hyslop & Westcott also produced a professional magazine called *The Inland Empire Architect* for two years from 1911 through 1912. The architectural periodical featured homes and commercial buildings designed by Hyslop and Westcott individually as well as by the architectural firm, and contained articles on architectural styles and trends, construction materials and practices, and advertisements for local construction trade suppliers. Perhaps two of the most prestigious homes they designed as a team were the Frank & Mary Gibbs House, 831 E. Rockwood Boulevard, and the George Odell House, 508 E. Rockwood Boulevard. The large, rambling Gibbs House was designed as a \$60,000 "spec house" and resembled a British baronial Tudor estate. The Odell House, with a formal full-height circular pediment, is one of the finest examples of the Neoclassical style in Spokane.

Westcott's obituary reported that "Mr. Westcott designed some of the well known buildings in Spokane, Portland and other Coast cities." These included the Washington Trust Building [801 W. Riverside Avenue] and the Moose Temple [921 W. Sprague Avenue] in Spokane. He also designed Hillyard High School (1922), Whitehead's Dancing Palace (1919), the Old Garden Dance Hall (1919), the Ritz Theatre (1924), and the high school at Hartline (1922).³⁴ Westcott designed many homes, including the Codd House (1916), the Ratz House (1925), and the Senator Dill House (1940). He was praised in his 1946 obituary as "one of Spokane's best-known architects."³⁵

³³ Ibid.

³⁴ Ibid.

³⁵ *Spokane Daily Chronicle*, April 1946.

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PHILIP & AGNES BROOKE HOUSE



Photo 1—north façade of house in 2020, looking south.



Photo 2—north façade of house in 2020, looking south.

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PHILIP & AGNES BROOKE HOUSE



Photo 3—north façade and west side of house in 2020.



Photo 4—northeast façade of house in 2021, looking southwest.

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PHILIP & AGNES BROOKE HOUSE



Photo 5—east side of house in 2020, looking west.



Photo 6—east face of house in 2020, looking west.

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Photo 7—east face of house and side yard in 2020, looking north.



Photo 8—patio along east face of house in 2020, looking south.

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Photo 9—east side yard in 2020, looking south.



Photo 10—south rear face and covered patio in 2020, looking northeast.

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Photo 11—west side of house in 2020, looking north.



Photo 12—backyard in 2020, looking southwest at garage and carport.

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Photo 13—north side of garage in 2020, looking south.



Photo 14—west face of garage door in 2020, looking east.

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Photo15—west entrance to carport at back of house, looking northeast in 2020.



Photo 16—living room on first floor in 2020, looking east.

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Photo 17—living room on first floor in 2020, looking west.



Photo 18—looking south from living room into dining room and kitchen in 2020.

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Photo 19—dining room and kitchen on first floor in 2020, looking south.



Photo 20—dining room on first floor, looking northeast in 2020.

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PHILIP & AGNES BROOKE HOUSE



Photo 21—kitchen on first floor, looking southwest in 2020.



Photo 22—built-in linen closet on east wall in hallway on first floor in 2020.

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PHILIP & AGNES BROOKE HOUSE



Photo 23—southwest bedroom used as an office in 2020, looking south.



Photo 24—northwest bedroom in 2020.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



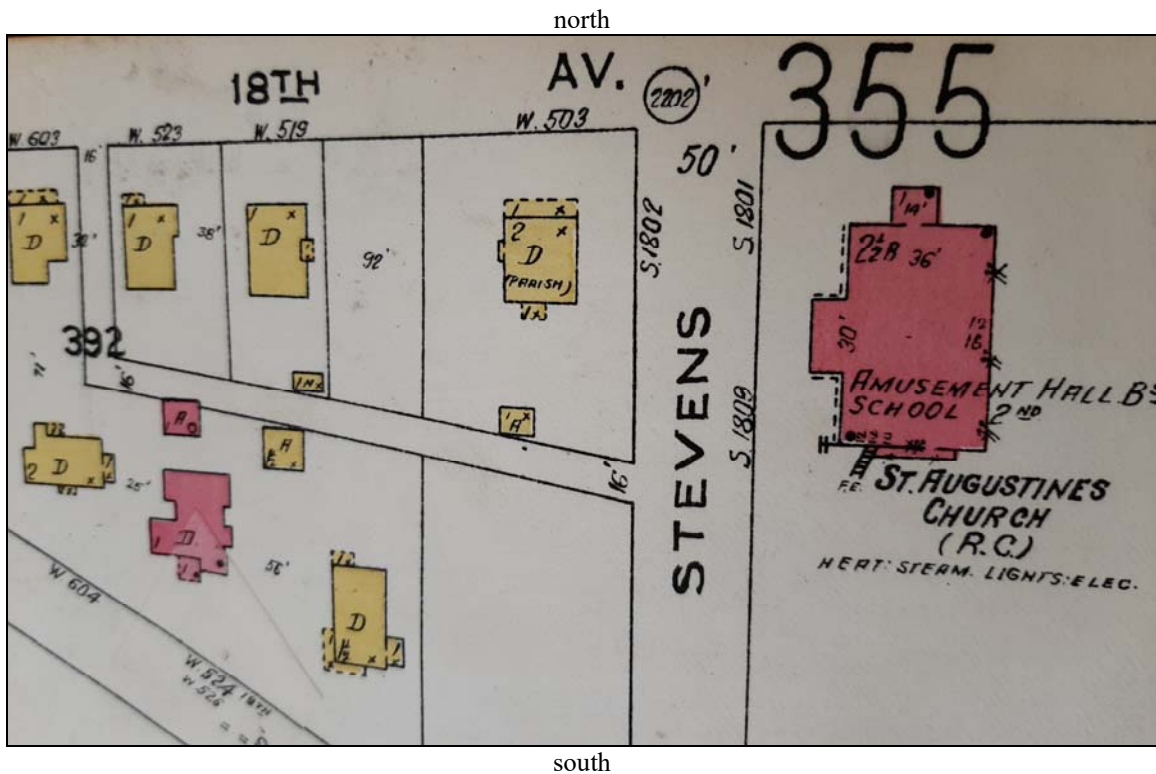
Photo 25—bathroom on first-floor in 2020, looking south.

[illegible]

SPOKANE PLAT MAP
Cannon Hill Park Addition, Block 7, Lots 3-4

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Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE



1953 Sanborn Fire Insurance Map

519 West 18th Avenue
Spokane, WA

A footprint of the Brooke House is pictured on Lot 4 at 519 West 18th Avenue. Adjoining next east Lot 3 was used as the home's side yard and greenspace. Notice the original recessed sun porch on the east wall of the house.

Pictured on the map, the two-story home next east of the Brooke House property was addressed at 508 W. 18th Avenue, and was a single-family home built in 1910 that was used as a convent by St. Augustine Church.

The house was razed shortly after 1953.

The property was graded and finished with a manicured lawn/playfield for Cataldo Catholic School (part of St. Augustine Catholic Church).

Source: Spokane County Tax Assessor records, Spokane, WA.

Spokane City/County Register of Historic Places Nomination
PHILIP & AGNES BROOKE HOUSE

DEPARTMENT OF PUBLIC WORKS					
BUILDING DIVISION					
Permit No.	14809				
Number	W 519	Street	Eighteenth Ave		8-11 19 21
Owner	Philip S Brooke		Address	S 1325 Adams	
Builder			Address		
Architect			Address		
Class of Building	H	Class of Work	New	Purposes: Res	Value \$ 5,500.
Permit Expires	19		Extended to	19	
Inspected by (Initials and Date)					
Final Inspection	19		Rating		

BUILD HOUSE TO COST \$5500

Phillip S. Brooke to Erect Home on Eighteenth Avenue.

Phillip S. Brooke, attorney with the Hamblen & Gilbert firm, has taken out a building permit for a six-room California bungalow at W519 Eighteenth avenue to cost \$5500.

The plans call for hardwood floors throughout, fireplace, sunroom, breakfast nook and full cement basement with fruit and fuel rooms, laundry and one finished room. The exterior will be of California colonial bungalow design. It will have casement windows throughout, French doors opening onto a side porch, colonial entrance with brick terrace and there will be a garage. Westcott & Gifford are the architects.


City of Spokane Building Permits, Spokane Public Record #14809, 11 August 1921
Spokesman-Review Newspaper, 13 August 1921

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PHILIP & AGNES BROOKE HOUSE



Philip Brooke Sr. with his son, Philip Brooke Jr., on the front porch of the Brooke House in 1921.

100 YEARS OF STABILITY



YOU CAN BANK ON IT!

100 Years Ago, George S. Brooke founded First National Bank when this area was still the Washington territory. And the policy he established then is still priority today — absolute security of customers' funds and special attention to personalized service.

With these policies, First National survived the bank panic of 1895, devastating fires, even the great depression and continued to come through when other banks came and went.

100 Years Later, a Tradition Continues.

In 1906, Phillip Brooke Sr. opened his account at First National. In fact today, three generations of Brookes are still banking with us and young Jimmy Brooke will make the fourth. That's because over the years, First National continues to give our customers the personalized attention they find missing at other banks. With 100 years of prosperity and loyal customers, it's no wonder why generation after generation of families and businesses continue to bank at First National.

And if you still need more reasons to bank with us, just ask our customers. They have a century of stability to bank on!



Philip Brooke, Sr., Jimmy Brooke, Philip Brooke III, Philip Brooke, Jr.

100 YEARS OF SERVICE
1882-1982

Spokane's
First National Bank
First in Spokane since 1882.

Sprague & University • Stevens & Riverside • 3rd & Stevens

Spokesman-Review, 26 December 1982



It Runs In the Family *Chr 11-3-75*

There can't be many law firms in the United States with three generations of a single family in active practice. Spokane now has one, Philip S. Brooke III having been admitted to the bar last month and joined his father and grandfather in one of Spokane's best known firms. Philip S. Brooke, 83, who began his law practice in 1916, now is the senior member of the firm of Hamblen, Gilbert and Brooke. Philip S. Brooke Jr. has been with the firm since 1945. For many years, another of the elder Philip S. Brooke's sons, Robert E., was with the firm, but he now practices law in Seattle.

Spokane Daily Chronicle
3 November 1975

Philip Brooke Sr., longtime Spokane attorney, dies

Funeral service for Philip Slaughter Brooke, whose 71-year legal career spanned much of Spokane's history, will be 11 a.m. Monday at the Cathedral of St. John the Evangelist. Entombment will follow at Fairmount Memorial Park with Ball & Dodd Funeral Home — South in charge of arrangements.



Brooke

Mr. Brooke, 99, died Thursday in Spokane — two years after he retired from Paine Hamblen Coffin Brooke & Miller, a law firm he helped build into one of Spokane's largest.

Mr. Brooke was born Aug. 30, 1892, in Sprague, Wash., where his father, George Smith Brooke, operated what was to become the First National Bank in the back of a grocery store. He moved to Spokane with the family in 1896, attended Spokane schools and graduated from Lewis and Clark High School shortly after it changed its name from Spokane High School.

He graduated with a law degree from Stanford University in Palo Alto, Calif., in 1916, and returned to Spokane in 1917 where he joined the law firm of Hamblen and Gilbert. He became a full partner in the firm in 1921. At one point in the firm's history, three generations of Brookes worked there, Mr. Brooke, Philip S. Brooke Jr. and Philip S. Brooke III.

Active in public affairs, Mr. Brooke served for decades on the board of trustees of St. Luke's Memorial Hospital and was chancellor of the Episcopal Church Diocese. He also was president of the Spokane Community Welfare Federation — a precursor of the United Way — president of the Kiwanis Club, a board member of the Washington Children's Home Society, a former president of the Spokane Bar Association and former governor of the Washington State Bar association for the 5th Congressional District. In addition, he was a charter member of the Manito Golf & Country Club.

Survivors include a son, Philip S. Brooke Jr. of Spokane; a daughter, Barbara Brooke Baker of Edina, Minn.; 13 grandchildren; and 11 great-grandchildren. His wife of 61 years, Agnes, died in 1978.

The family suggests memorials to St. Luke's Memorial Hospital or the Cathedral of St. John the Evangelist.



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/30/2021
Clerk's File #	OPR 2021-0804
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	JAY ATWOOD 7005
Contact E-Mail	JATWOOD@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL AGREEMENT WITH SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

Agenda Wording

Approval of Interlocal Agreement with SREC for CAD and IT Services

Summary (Background)

The city provides CAD and related IT services for dispatch services used by both the City and SREC. The charges are based on call volume.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 258,838.07

Select \$

Select \$

Select \$

Budget Account

1630-35210-99999-34280-99999

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Council Notifications

Study Session\Other 12/6/21 Public Safety & Community Health Committee

Council Sponsor Councilwoman Lori Kinnear

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**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING THE USE OF A FIRE DISPATCH COMMUNICATION AIDED
DISPATCH SYSTEM**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington ("City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors; individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, the City is in possession of the Infor Enroute Computer Aided Dispatch System (CAD System), previously purchased and shared by the members of the Combined Communications Center (CCC); and

WHEREAS, in order to continue providing fire dispatch emergency communications services to the City and to former members of the CCC that are current members and/or customers of SREC, SREC is in need of the continued access to and use of the CCC CAD System held by the City and Information Technology (IT) services provided by the City related to the CAD System; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the City shall allow SREC access to and use of the CAD System and IT services.
2. DURATION / TERMINATION. This Agreement is effective upon approval by the governing bodies of both Parties, unless and until terminated by either Party upon ninety (90) days written notice to the other Party.
3. FEES AND INVOICES. SREC shall pay the City for use of and access to the CAD System and IT services. Such fee shall be determined by SREC paying a percentage of all costs associated with the CAD System and IT services based on the percentage of call volume, using a formula equal to SREC Call Volume divided by Total Call Volume. For 2021, such percentage shall be forty-eight percent (48%). The percentage of SREC's

responsibility, as based on the percentage of CAD System calls that are SREC calls, shall be determined on an annual basis and updated as necessary as of January 1 of each year this Agreement is in effect.

The City shall bill SREC for the use of the CAD System and related IT services on an annual basis; provided, however, that the initial invoice shall be for the period of July 1, 2020 through June 30, 2022. Annual invoices for services shall commence for the period beginning July 1, 2022 and after upon approval of this Agreement, the City shall bill SREC the sum of \$258,838.07 for the period of July 1, 2020 through June 30, 2022.

4. AUDIT / RECORDS. The City shall provide access to authorized representatives of SREC, at reasonable times and in a reasonable manner, to inspect and copy the financial records of the City in support of the invoices billed under this Agreement. 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.
5. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Lori Markham, Executive Director
SREC
1620 N Rebecca Street
Spokane, Washington 99217
Email: Lori.Markham@srec911.org

CITY: Tom Williams, Assistant Fire Chief
Spokane Fire Department
44 West Riverside Avenue
Spokane, WA 99201
Email: tmwilliams@spokanecity.org

6. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.
7. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. INDEMNIFICATION. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of SREC, its officers, agents, or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City of Spokane and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the sole negligence of the City of Spokane, its officers, agents, or employees.

9. INSURANCE. At its own expense, the Parties shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. Types of Required Insurance.

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:
 - Combined Single Limits per Occurrence: \$3,000,000
 - Annual Aggregate: \$5,000,000
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;

4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below.

Each Employee:

- Policy Limit: \$1,000,000
- By Accident: \$1,000,000
- By Disease: \$1,000,000

B. Terms of Insurance. The policies required under this Section 9 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided to the other Party evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:

1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
3. All liability policies must provide coverage on an occurrence basis; and
4. Liability policies shall not include exclusions for cross liability.

C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 9 and, if requested, copies of policies to the opposing Party subject to this Agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts. The requirements of this section may be met with self-insured retention and excess coverage.

10. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
11. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
12. 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, gender identification or expression, 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.
13. MISCELLANEOUS.
 - A. NON-WAIVER. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
 - B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.
 - C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
 - D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
 - E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
 - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

14. RCW 39.34 REQUIRED CLAUSES.

- A. PURPOSE. See section 1 above.
- B. DURATION. See section 2 above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. City shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
- E. AGREEMENT TO BE FILED. City shall file this Agreement with its City Auditor or place it on its website or other electronically retrievable public source. SREC shall place it on its website or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section 2 above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signature page follows]

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Name
Title: Title

By: Name
Title: Title

Date: _____

Date: _____

By: Name
Title: Title

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

By: Name
Title: Title

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: Michael Ormsby
Title: City Attorney

By: Laura McAloon
Title: SREC Attorney

Date: _____

Date: _____

<u>Purchasing</u>		laura@mcaloon-law.com, kschmitt@spokanecity.org
		Lori.Markham@srec911.org

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

OPR 2021-0707

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

MICHAEL ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with outside counsel who represents the City in an action brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers.

Summary (Background)

This action was filed in early October seeking damages against the City for three fire department employees alleging impact against them by the enforcement of the requirement of mandatory vaccination for health care workers as they are EMTs. The case also involved a Motion for a Preliminary Injunction and required extensive briefing and argument before the court. Legal is asking for a contract amendment adding another \$75,000 to the contract, for a total of \$125,000 on this case.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 75000.00

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

12/6/21 Public Safety & Community Health Committee

Division Director**Council Sponsor**

Council Member Kinnear

Finance

WALLACE, TONYA

Distribution List**Legal**

ODLE, MARI

bethk@summitlaw.com

For the Mayor

PERKINS, JOHNNIE

mormsby@spokanecity.org

Additional Approvals

mormsby@spokanecity.org

Purchasing

sdhansen@spokanecity.org



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al.; and

WHEREAS, additional funds are necessary to pay the final invoice, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 28, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

21-238

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

OPR 2021-0722

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

MICHAEL ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract amendment with outside counsel in action brought against the City and SFD by 25 employees of the SFD seeking damages and preliminary injunction to prevent the enforcement of the vaccine mandate as applicable to health care workers.

Summary (Background)

This case was filed in mid-October, with the plaintiffs serving over 1,000 pages of documents in support of their case. This matter also involved an argument in federal court on a preliminary injunction. While much of the legal work done in the companion case was of benefit in this matter and did not have to be done twice, there were also distinct claims and allegations in this matter that needed to be addressed separately. Legal requests another \$50,000 for total of \$100,000 on this case.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 50,000

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

12/6/21 Public Safety & Community Health Committee

Division Director**Council Sponsor**

Council Member Kinnear

Finance

WALLACE, TONYA

Distribution List**Legal**

ODLE, MARI

bethk@summitlaw.com

For the Mayor

PERKINS, JOHNNIE

mormsby@spokanecity.org

Additional Approvals

mormsby@spokanecity.org

Purchasing

sdhansen@spokanecity.org



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary to pay the final invoice, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

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

12/13/2021

Date Rec'd

12/8/2021

Clerk's File #

OPR 2021-0829

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Contact Name/Phone

ERIC FINCH 6455

Contact E-Mail

EFINCH@SPOKANECITY.ORG

Cross Ref #**Project #****Bid #****Agenda Item Type**

Contract Item

Requisition #

23112

Agenda Item Name

1680 - GUARDIANS HOTEL PROJECT CONTRACT APPROVAL

Agenda Wording

CHHS is requesting permission to award the Guardian's Foundation \$356,420 to provide low barrier emergency shelter for up to 40 individuals per night.

Summary (Background)

The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The funds expire June 30, 2022. See briefing paper for additional details.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 356,420.00

1540-95591-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CORTRIGHT, CARLY

Study Session\Other

UE - 12/13/2021

Division Director

CORTRIGHT, CARLY

Council Sponsor

CM Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

efinch@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

kmartin@spokanecity.org

Additional Approvals

kclifton@spokanecity.org

Purchasing

chhsgrants@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

chhsaccounting@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Guardians Hotel Project
Date:	December 7, 2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org)
City Council Sponsor:	Councilmember Lori Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	December 13, 2021. CHHS requests consideration and approval as soon as possible.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award the Guardian's Foundation \$356,420 to provide low barrier emergency shelter for up to 40 individuals per night.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS was awarded ESG-CV funds from the U.S. Department of Housing and Urban Development ("HUD") and the Washington State Department of Commerce ("Commerce"). The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The funds expire June 30, 2022.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The intention of this agreement is to provide low barrier emergency shelter for up to 40 single adults per night, December 8th, 2021 through March 1, 2022. The project will utilize a centrally located hotel to add the low barrier additional beds. Individuals seeking shelter will be directed to Cannon. Transportation will be provided to Cannon and the hotel. Meals and referral services will be provided to those staying at the hotel. Staff will be onsite at the hotel 24/7. CHHS requests to activate these new low barrier beds as soon as possible. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Emergency Solutions Grant – Coronavirus funds</p> <p>Other budget impacts: None.</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None.</p> <p>Known challenges/barriers: None.</p>	



City of Spokane
AGREEMENT AMENDMENT A

Title: Emergency Hoteling for Singles
Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **The Guardians Foundation, Incorporated**, whose address is 115 North Stone Street, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Emergency Hoteling for Singles Program; and

WHEREAS, a change or revision of the work has been requested, thus the original Agreement needs to be formally Amended by this written document; and

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

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Emergency Solutions Grant - Coronavirus allocation, Grantor Award # 20-4613C-125, Total Award \$3,463,943.81, Award Dates August 25, 2020, and December 15, 2020; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, date to be determined, 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 Agreement Amendment shall become effective on December 8, 2021.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through March 31, 2022.

4. AMENDMENT.

SECTION NO. 1 (A) – ACTIVITIES. The original Agreement is amended as follows:

The GRANTEE will be responsible for administering an Emergency Solutions Grant Coronavirus ("ESG-CV") Emergency Hoteling for Singles Program ("Program") in a manner satisfactory to the CITY, in accordance with the

GRANTEE's Flexible Surge Capacity Application for Funding, the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY". Such program will include the following activities eligible under the Emergency Solutions Grant ESG-CV program:

1) Program Scope of Services

The GRANTEE shall provide emergency shelter for up to ~~twenty (20)~~ forty (40) COVID-19 vulnerable individuals experiencing homelessness. GRANTEE shall align services provided with the emergency shelter component as described in 24 CFR Part 576.102 and follow current COVID-19 health protocols as provided by the Center for Disease Control and the Spokane Regional Health District.

2) Goals and Performance Measures

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	Guardians—ES—Hotels
Population(s) Served:	Single Adults
Projected # of Households Served	Up to 20 <u>40</u> nightly

3) General Administration.

GRANTEE shall provide administrative services related to the planning and execution of all ESG-CV activities, including general management, oversight and coordination and training on ESG-CV requirements.

In the event of a conflict between 24 CFR 576, ESG-CV Program Guidelines, and the CITY Guidelines for Homeless Housing, Operations, and Services Grant, the ESG-CV Program Guidelines shall supersede the CITY Guidelines for Homeless Housing, Operations, and Services Grant.

5. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **THREE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$356,420.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FOUR HUNDRED SIX THOUSAND FOUR HUNDRED NINE AND NO/100 DOLLARS (\$406,409.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Administration	\$5,900
Operations	\$192,836
Facility Support	\$207,673
TOTAL	\$406,409

6. AMENDMENT.

SECTION NO. 8 (C) 3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in ~~Attachment B~~ Attachment 2 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the ~~15th~~ 10th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment~~

B Attachment 2. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th 8th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub-grant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests

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

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

b. Payment

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

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

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

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 Amendment by having legally-binding representatives affix their signatures below.

THE GUARDIANS FOUNDATION, 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:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

**ATTACHMENT 1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes ☐ If yes, answer question 2 below.

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

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

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

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

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

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

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

By: _____
Title: _____
Date: _____

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

 City of Spokane Grantee Billing Form WA STATE DEPT. OF COMMERCE EMERGENCY SOLUTIONS GRANT- CORONAVIRUS		City Clerk #		
		Vendor ID #		048600
		FMS Acct #		1540-95591-65410-54201-99999
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
The Guardians Foundation, Inc. 115 N Stone St Spokane, WA 99202				
Grantee Certification				
Project/Program:	Emergency Hoteling for Singles	By:		
Award Number:	20-4613C-125	(SIGN IN INK)		
National Objective:	N/A	(TITLE)		(DATE)
Eligibility Code:	N/A			
IDIS Activity ID:	N/A	(EMAIL ADDRESS)		(TELEPHONE NUMBER)
Grant Term:	12/1/2021 - 3/31/2022	Billing date:		
Indirect Cost Rate:	10% MTDC	Expense Period:		
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
ADMINISTRATION				
Administration	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
Indirect Costs	\$ 400.00	\$ -	\$ -	\$ 400.00
<i>Subtotal</i>	\$ 5,900.00	\$ -	\$ -	\$ 5,500.00
OPERATIONS				
Salaries & Benefits	\$ 121,770.00	\$ -	\$ -	\$ 121,770.00
Transportation	\$ 5,208.00	\$ -	\$ -	\$ 5,208.00
Supplies	\$ 3,700.00	\$ -	\$ -	\$ 3,700.00
Meals	\$ 30,450.00	\$ -	\$ -	\$ 30,450.00
Insurance	\$ 150.00	\$ -	\$ -	\$ 150.00
Other - Laundry	\$ 14,910.00	\$ -	\$ -	\$ 14,910.00
Direct Client Assistance	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Indirect Costs	\$ 15,648.00	\$ -	\$ -	\$ 15,648.00
<i>Subtotal</i>	\$ 192,836.00	\$ -	\$ -	\$ 192,836.00
FACILITY SUPPORT				
Hotel Costs	\$ 166,320.00	\$ -	\$ -	\$ 166,320.00
Maintenance	\$ 20,600.00	\$ -	\$ -	\$ 20,600.00
Supplies	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Indirect Costs	\$ 16,753.00	\$ -	\$ -	\$ 16,753.00
<i>Subtotal</i>	\$ 207,673.00	\$ -	\$ -	\$ 207,673.00
GRAND TOTAL	\$ 406,409.00	\$ -	\$ -	\$ 406,009.00
Contract Amount (auto populated)		\$ 406,009.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 406,009.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

Payee Expense Report					
Organization:	The Guardians Foundation	Grant #:	20-4613C-125	City Clerk #:	
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report								
Organization:	The Guardians Foundation	Grant #:	20-4613C-125	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -



Agenda Sheet for City Council Meeting of:

12/13/2021

Date Rec'd	12/8/2021
Clerk's File #	OPR 2021-0830
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	23111

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	ERIC FINCH 6455
Contact E-Mail	EFINCH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - YWCA SAFE SHELTER SURGE CAPACITY CONTRACT APPROVAL

Agenda Wording

CHHS is requesting permission to award the YWCA \$125,893 to provide an additional 190 bed nights to individuals and families fleeing domestic violence.

Summary (Background)

The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The funds expire June 30,2022. See briefing paper for additional details.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 125,893.00

Select \$

Select \$

Select \$

Budget Account

1540-95591-65410-54201-99999

#

#

#

Approvals

Dept Head CORTRIGHT, CARLY

Division Director CORTRIGHT, CARLY

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other UE - 12/13/2021

Council Sponsor CM Kinnear

Distribution List

efinch@spokanecity.org

kmartin@spokanecity.org

kclifton@spokanecity.org

chhsgrants@spokanecity.org

GRANTS, CONTRACTS & PURCHASING BROWN, SKYLER

chhsaccounting@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	YWCA Safe Shelter
Date:	December 7, 2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org)
City Council Sponsor:	Councilmember Lori Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	December 13, 2021. CHHS requests consideration and approval as soon as possible.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award the YWCA \$125,893 to provide an additional 190 bed nights to individuals and families fleeing domestic violence.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS was awarded ESG-CV funds from the U.S. Department of Housing and Urban Development (“HUD”) and the Washington State Department of Commerce (“Commerce”). The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The funds expire June 30, 2022.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> This agreement would add 190 bed nights for individuals and families fleeing domestic violence. The YWCA utilizes a hotel-based shelter model. Meals, transportation, and case management services will be provided. The agreement is effective January 1, 2022 – June 30, 2022. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Emergency Solutions Grant – Coronavirus funds</p> <p>Other budget impacts: None.</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None.</p> <p>Known challenges/barriers: None.</p>	

AGREEMENT BETWEEN

**CITY OF SPOKANE (“CITY”) AND YOUNG WOMEN’S CHRISTIAN ASSOCIATION OF SPOKANE
 (“GRANTEE”) IN CONJUNCTION WITH EMERGENCY SOLUTIONS GRANT - CORONAVIRUS
 PROGRAM (“ESG-CV”)**

1. Grantee Young Women’s Christian Association of Spokane 930 North Monroe Street Spokane, Washington 99201		2. Contract Amount \$125,893.00		3. Tax ID# 91-0565025	
				4. DUNS# 102863925	
5. Grantee’s Program Representative Jen Haynes-Harter, Director of Housing 930 N. Monroe St Spokane, WA 99201 (509) 789-9293 jenniferh@ywcaspokane.org			6. City’s Program Representative Margaret Hinson, COVID Programs Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6056 mhinson@spokanecity.org		
7. Grantee’s Financial Representative Jeanette Hauck, CEO 930 N. Monroe St Spokane, WA 99201 (509) 789-9302 jeanetteh@ywcaspokane.org			8. City’s Contract Representative Kelsey Martin, COVID Programs Specialist 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6329 kmartin@spokanecity.org		
9. Grantor Award # 20-4613C-125		10. Start Date 01/01/2022		11. End Date 06/30/2022	
12. Federal Funds Emergency Solutions Grant - Coronavirus Program		CFDA # 14.231	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)		
13. Total Federal Award CV: \$272,217.00 CV Amend.: \$3,191,727.00	14. Federal Award Date CV: 08/25/2020 CV Amend.: 12/15/2020		15. Research & Development? No	16. Indirect Cost Rate 18.01% FNR	
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: The Emergency Solutions Grant - Coronavirus program is designed to prevent, prepare for, and respond to the coronavirus pandemic (“COVID-19”) among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. This Agreement is subject to the requirements provided under the Homeless Assistance Grants heading of Title XII of Division B of the CARES Act Public Law 116-136, applicable uniform administrative requirements as described in and 2 CFR 200, and program regulations as described in 24 CFR Parts 91 and 576, as applicable.					
20. CITY and the GRANTEE , as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Flexible Surge Capacity Application for Funding, (3) CITY’s Grant Agreement with the Washington State Department of Commerce, (4) CITY Guidelines for HHOS Grants, (5) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (6) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (7) Data Quality Plan, (8) Attachment “A” - Suspension & Debarment and FFATA Certification, and (9) Attachment “B” – Grantee Billing Form.					

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering an Emergency Solutions Grant Coronavirus (“ESG-CV”) Safe Shelter Surge Capacity Program (“Program”) in a manner satisfactory to the CITY, in accordance with the GRANTEE’s Flexible Surge Capacity Application for Funding, the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such program will include the following activities eligible under the Emergency Solutions Grant ESG-CV program:

1) Program Scope of Services

The GRANTEE shall provide one hundred ninety (190) emergency shelter bed nights for COVID-19 vulnerable singles and families experiencing domestic violence. GRANTEE shall align services provided with the emergency shelter component as described in 24 CFR Part 576.102 and follow current COVID-19 health protocols as provided by the Center for Disease Control and the Spokane Regional Health District.

2) Goals and Performance Measures

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	YWCA—ES—DV Shelter
Population(s) Served:	Families and Individuals Fleeing Domestic Violence

3) General Administration.

GRANTEE shall provide administrative services related to the planning and execution of all ESG-CV activities, including general management, oversight and coordination and training on ESG-CV requirements.

In the event of a conflict between 24 CFR 576, ESG-CV Program Guidelines, and the CITY Guidelines for Homeless Housing, Operations, and Services Grant, the ESG-CV Program Guidelines shall supersede the CITY Guidelines for Homeless Housing, Operations, and Services Grant.

B. COORDINATED ASSESSMENT.

The GRANTEE shall participate in the Spokane Continuum of Care Coordinated Assessment system as applicable.

C. RENTAL ASSISTANCE.

The GRANTEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

D. CHILDREN'S SERVICES.

If the project provides housing or services to families, GRANTEE shall designate a staff person to be responsible for ensuring that children being served through the project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start.

E. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the CITY's Guidelines for the Homeless Housing, Operations, and Services Grants.

F. PERFORMANCE MONITORING.

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

SECTION NO. 2: PERIOD OF PERFORMANCE

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

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Administration	\$16,875
Operations	\$104,888
Facility Support	\$4,130
TOTAL	\$125,893

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the Face Sheet. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 8, paragraph G of this Agreement.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the Face Sheet of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

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

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the Face Sheet.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall notify CITY in writing of any changes in the Key Personnel assigned to the Program within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Parts 91 and 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants and Consolidated Plan Conforming Amendments), as applicable. The GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR Part 58 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The GRANTEE shall ensure screening, assessment, and referral of program participants is consistent with the Written Standards for providing ESG-CV Assistance, 24 CFR 576.400(d).

The GRANTEE shall provide housing stability case management when providing homelessness prevention or rapid re-housing assistance to a program participant, in accordance with 24 CFR 576.401(e).

The GRANTEE shall assist each program participant as needed to obtain the mainstream and other resources described in 24 CFR 576.401(d).

The GRANTEE shall ensure that data on all persons served and all activities assisted under the ESG-CV Program are entered into the HMIS in line with HUD's standards on participation, data collection, and reporting in accordance with 24 CFR 576.400(f).

The GRANTEE shall conduct an initial evaluation to determine the eligibility of each individual or family for ESG-CV assistance and the amount and types of assistance the individual or family need to regain stability in permanent housing in accordance with 24 CFR 576.401(a).

If a Program participant violates program requirements, the GRANTEE may terminate the assistance in accordance with a formal process established by the GRANTEE that recognizes the rights of the individuals affected in accordance with 24 CFR 576.402.

The GRANTEE certifies that shelters and housing supported by ESG-CV funds and used by ESG-CV beneficiaries will conform to 24 CFR 576.403.

The GRANTEE certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG-CV program, and in providing services for occupants of these facilities in accordance with 24 CFR 576.405 and 42 USC 11375(d).

B. “INDEPENDENT CONTRACTOR”.

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

C. HOLD HARMLESS.

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

D. WORKERS' COMPENSATION.

The GRANTEE shall provide statutorily sufficient Workers' Compensation Insurance coverage for all subject employees involved in the performance of this Agreement in accordance 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.

E. INSURANCE AND BONDING.

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

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

Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

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

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

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

F. CITY RECOGNITION.

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

G. AMENDMENTS/MODIFICATIONS.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating**

circumstance exists which will be reviewed on a case by case basis. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

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

H. SUSPENSION OR TERMINATION.

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

I. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

G. DEBARMENT AND SUSPENSION.

The GRANTEE has provided its certification using the form provided by the CITY as Attachment A that 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.

F. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006.

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

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

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

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

2) Cost Principles

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

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. In general;
- b. Homeless status and At risk of homelessness status;
- c. Determinations of ineligibility;
- d. Annual income;
- e. Program participant records;
- f. Centralized or coordinated assessment system and procedures;
- g. Rental assistance agreements and payments
- h. Utility Allowance;
- i. Shelter and housing standards;
- j. Emergency shelter facilities;
- k. Services and assistance provided;
- l. Coordination with Continuum(s) of Care and other programs;
- m. HMIS;
- n. Matching;
- o. Conflicts of interest;
- p. Homeless participation;
- q. Faith-based activities;
- r. Other Federal requirements;
- s. Relocation;

- t. Financial records;
- u. Subrecipient and contractors;
- v. Other records specified by HUD;
- w. Confidentiality;
- x. Period of record retention;
- y. Access to records; and
- z. Reports

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years in accordance with 24 CFR 576.500. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) Client Data

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

4) Disclosure

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

addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

5) Close-outs

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

Agreement shall remain in effect during any period that the GRANTEE has control over ESG-CV funds, including program income.

6) Audits & Inspections

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

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

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

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

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

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

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

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly utilizing the Program Income Report form included in Attachment B on all program income (as defined at 24 CFR 576.2) generated by activities carried out with ESG-CV funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 576.201(f) and 24 CFR 576.407(c). By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 576.109.

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8th of January, and for

expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets no more than monthly during the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation.

b. Payment

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

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

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Community Management Information System (CMIS)

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement,

the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The HMIS Program Manager is responsible for certifying a database as ‘comparable’.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional

will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMIS@spokanecity.org.

5) Nightly Reporting

The GRANTEE shall submit utilization numbers nightly to CITY via email to chhsreports@spokanecity.org, spdradiosupervisors@spokanepolice.org, and sfdfirecomm@spokanecity.org.

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within thirty (30) days of the end of the term of this Agreement.

6) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

D. PROCUREMENT.

1) Compliance

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

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

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

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 Subpart D and 24 CFR 576.407.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

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

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR Part 1 and 24 CFR 5 Subpart A. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

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

3) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

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

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

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For

the purpose of this definition, “minority group members” are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

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

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the GRANTEE’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

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

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG-CV funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the ESG-CV funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause

and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

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

2) Subcontracts

a. Approvals

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

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

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

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 576.404, which include (but are not limited to) the following:

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

5) Organizational Conflicts of Interest

The provision of any type or amount of ESG-CV assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or

housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary or the subrecipient, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103. Recipients and subrecipients must also maintain written standards of conduct covering organizational conflicts of interest required under 2 CFR 200.318.

6) Lobbying

The GRANTEE hereby certifies that:

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

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

7) Copyright

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

8) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

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

9) Compliance With Laws

Each PARTY shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

10) Non-Waiver

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

11) 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 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 the Agreement.

SECTION NO. 10: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.403, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-CV assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 11: SEVERABILITY

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

SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS

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

SECTION NO. 13: WAIVER

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

SECTION NO. 14: ENTIRE AGREEMENT

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

SECTION NO. 13: CONSTRUAL

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either PARTY, and is intended to benefit only the PARTIES to this Agreement, there are no third-party beneficiaries.

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

YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF SPOKANE

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

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

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes ☐ If yes, answer question 2 below.

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

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

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

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

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

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

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

By: _____
Title: _____
Date: _____

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

 City of Spokane Grantee Billing Form WA STATE DEPT. OF COMMERCE EMERGENCY SOLUTIONS GRANT-CORONAVIRUS		City Clerk #		
		Vendor ID #		003546
		FMS Acct #		1540-95591-65410-54201-99999
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
YWCA of Spokane 930 N. Monroe St Spokane, WA 99201				
		Grantee Certification		
Project/Program:	Safe Shelter Surge Capacity Program	By:		
Award Number:	20-4613C-125	(SIGN IN INK)		
National Objective:	N/A	(TITLE) (DATE)		
Eligibility Code:	N/A			
IDIS Activity ID:	N/A	(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	1/1/2022 - 6/30/2022	Billing date:		
Indirect Cost Rate:	18.01% FNR	Expense Period:		
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
ADMINISTRATION				
Administration	\$ 14,300.00	\$ -	\$ -	\$ 14,300.00
Indirect Costs	\$ 2,575.00	\$ -	\$ -	\$ 2,575.00
<i>Subtotal</i>	\$ 16,875.00	\$ -	\$ -	\$ 16,875.00
OPERATIONS				
Salaries & Benefits	\$ 63,781.00	\$ -	\$ -	\$ 63,781.00
Meals	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Direct Client Assistance	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Other - Hotel Costs	\$ 17,100.00	\$ -	\$ -	\$ 17,100.00
Indirect Costs	\$ 16,007.00	\$ -	\$ -	\$ 16,007.00
<i>Subtotal</i>	\$ 104,888.00	\$ -	\$ -	\$ 104,888.00
FACILITY SUPPORT				
Maintenance	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
Indirect Costs	\$ 630.00	\$ -	\$ -	\$ 630.00
<i>Subtotal</i>	\$ 4,130.00	\$ -	\$ -	\$ 4,130.00
GRAND TOTAL	\$ 125,893.00	\$ -	\$ -	\$ 125,893.00
Contract Amount (auto populated)		\$ 125,893.00	% Expended: 0.00%	
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 125,893.00	% Remaining: 100.00%	
← Check box if final request.		CHHS Approval:		

ATTACHMENT B - GRANTEE BILLING FORM

Payee Expense Report					
Organization:	YWCA	Grant #:	20-4613C-125	City Clerk #:	
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report								
Organization:	YWCA	Grant #:	20-4613C-125	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -
Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

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

12/13/2021

Date Rec'd

12/8/2021

Clerk's File #

OPR 2021-0831

Renews #**Cross Ref #****Submitting Dept**NEIGHBORHOOD, HOUSING &
HUMAN SERVICES**Contact Name/Phone**

ERIC FINCH 6455

Project #**Contact E-Mail**

EFINCH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

23110

Agenda Item Name

1680 - FAMILY PROMISE EMERGENCY SHELTER CONTRACT APPROVAL

Agenda Wording

CHHS is requesting permission to award Family Promise \$291,974 to add 19 low barrier emergency shelter beds per night for households with minors.

Summary (Background)

The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The funds expire June 30, 2022. See briefing paper for additional details.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 291,974.00

1540-95591-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CORTRIGHT, CARLY

Study Session\Other

UE - 12/13/21

Division Director

CORTRIGHT, CARLY

Council Sponsor

CM Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

efinch@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

kmartin@spokanecity.org

Additional Approvals

kclifton@spokanecity.org

Purchasing

chhsgrants@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

chhsaccounting@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Family Promise Emergency Shelter
Date:	December 7, 2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org)
City Council Sponsor:	Councilmember Lori Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	December 13, 2021. CHHS requests consideration and approval as soon as possible.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award Family Promise \$291,974 to add 19 low barrier emergency shelter beds per night for households with minors.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS was awarded ESG-CV funds from the U.S. Department of Housing and Urban Development (“HUD”) and the Washington State Department of Commerce (“Commerce”). The City received two awards from Commerce totaling \$3,463,494. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The funds expire June 30, 2022.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The intention of this agreement is to add 19 new low barrier beds for households with minors. Ten beds will be added at Open Doors Emergency Shelter and nine beds will be located at a new site in Cheney. Meals, transportation, and case management services will be provided at both sites. The agreement is effective December 1, 2021 – June 30, 2022. CHHS requests to activate these new low barrier beds as soon as possible. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Emergency Solutions Grant – Coronavirus funds</p> <p>Other budget impacts: None.</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None.</p> <p>Known challenges/barriers: None.</p>	

AGREEMENT BETWEEN

CITY OF SPOKANE (“CITY”) AND FAMILY PROMISE OF SPOKANE (“GRANTEE”) IN CONJUNCTION WITH EMERGENCY SOLUTIONS GRANT - CORONAVIRUS PROGRAM (“ESG-CV”)

1. Grantee Family Promise of Spokane 2322 East Sprague Avenue Spokane, Washington 99202		2. Contract Amount \$291,974.00		3. Tax ID# 91-1707988	
				4. DUNS# 019916469	
5. Grantee’s Program Representative Serena Graves, Open Door Program Manager 2002 E. Mission Ave Spokane, WA 99202 (509) 723-4663 sgraves@familypromiseofspokane.org			6. City’s Program Representative Margaret Hinson, COVID Programs Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6056 mhinson@spokanecity.org		
7. Grantee’s Financial Representative Joe Ader, Executive Director 904 E. Hartson Ave Spokane, WA 99202 (509) 747-5487 jader@familypromiseofspokane.org			8. City’s Contract Representative Kelsey Martin, COVID Programs Specialist 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6329 kmartin@spokanecity.org		
9. Grantor Award # 20-4613C-125		10. Start Date 12/01/2021		11. End Date 06/30/2022	
12. Federal Funds Emergency Solutions Grant - Coronavirus Program		CFDA # 14.231	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)		
13. Total Federal Award CV: \$272,217.00 CV Amend.: \$3,191,727.00		14. Federal Award Date CV: 08/25/2020 CV Amend.: 12/15/2020		15. Research & Development? No	
				16. Indirect Cost Rate 10% MTDC	
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: The Emergency Solutions Grant - Coronavirus program is designed to prevent, prepare for, and respond to the coronavirus pandemic (“COVID-19”) among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. This Agreement is subject to the requirements provided under the Homeless Assistance Grants heading of Title XII of Division B of the CARES Act Public Law 116-136, applicable uniform administrative requirements as described in and 2 CFR 200, and program regulations as described in 24 CFR Parts 91 and 576, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Flexible Surge Capacity Application for Funding, (3) CITY’s Grant Agreement with the Washington State Department of Commerce, (4) CITY Guidelines for HHOS Grants, (5) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (6) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (7) Data Quality Plan, (8) Attachment “A” - Suspension & Debarment and FFATA Certification, and (9) Attachment “B” – Grantee Billing Form.					

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering an Emergency Solutions Grant Coronavirus (“ESG-CV”) Surge Capacity Program (“Program”) in a manner satisfactory to the CITY, in accordance with the GRANTEE’s Flexible Surge Capacity Application for Funding, the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such program will include the following activities eligible under the Emergency Solutions Grant ESG-CV program:

1) Program Scope of Services

The GRANTEE shall provide an additional ten (10) emergency shelter beds at the Open Doors location for COVID-19 vulnerable families experiencing homelessness. GRANTEE shall also provide emergency shelter at a site Cheney for three (3) COVID-19 vulnerable families experiencing homelessness. GRANTEE shall align services provided with the emergency shelter component as described in 24 CFR Part 576.102 and follow current COVID-19 health protocols as provided by the Center for Disease Control and the Spokane Regional Health District.

2) Goals and Performance Measures

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	To be determined
Population(s) Served:	Households with minor children

3) General Administration.

GRANTEE shall provide administrative services related to the planning and execution of all ESG-CV activities, including general management, oversight and coordination and training on ESG-CV requirements.

In the event of a conflict between 24 CFR 576, ESG-CV Program Guidelines, and the CITY Guidelines for Homeless Housing, Operations, and Services Grant, the ESG-CV Program Guidelines shall supersede the CITY Guidelines for Homeless Housing, Operations, and Services Grant.

B. COORDINATED ASSESSMENT.

The GRANTEE shall participate in the Spokane Continuum of Care Coordinated Assessment system as applicable.

C. RENTAL ASSISTANCE.

The GRANTEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

D. CHILDREN'S SERVICES.

If the project provides housing or services to families, GRANTEE shall designate a staff person to be responsible for ensuring that children being served through the project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start.

E. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the CITY's Guidelines for the Homeless Housing, Operations, and Services Grants.

F. PERFORMANCE MONITORING.

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

SECTION NO. 2: PERIOD OF PERFORMANCE

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

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Operations	\$233,865
Facility Support	\$58,109
TOTAL	\$291,974

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the Face Sheet. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 8, paragraph G of this Agreement.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the Face Sheet of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

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

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the Face Sheet.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall notify CITY in writing of any changes in the Key Personnel assigned to the Program within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Parts 91 and 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants and Consolidated Plan Conforming Amendments), as applicable. The GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR Part 58 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The GRANTEE shall ensure screening, assessment, and referral of program participants is consistent with the Written Standards for providing ESG-CV Assistance, 24 CFR 576.400(d).

The GRANTEE shall provide housing stability case management when providing homelessness prevention or rapid re-housing assistance to a program participant, in accordance with 24 CFR 576.401(e).

The GRANTEE shall assist each program participant as needed to obtain the mainstream and other resources described in 24 CFR 576.401(d).

The GRANTEE shall ensure that data on all persons served and all activities assisted under the ESG-CV Program are entered into the HMIS in line with HUD's standards on participation, data collection, and reporting in accordance with 24 CFR 576.400(f).

The GRANTEE shall conduct an initial evaluation to determine the eligibility of each individual or family for ESG-CV assistance and the amount and types of assistance the individual or family need to regain stability in permanent housing in accordance with 24 CFR 576.401(a).

If a Program participant violates program requirements, the GRANTEE may terminate the assistance in accordance with a formal process established by the GRANTEE that recognizes the rights of the individuals affected in accordance with 24 CFR 576.402.

The GRANTEE certifies that shelters and housing supported by ESG-CV funds and used by ESG-CV beneficiaries will conform to 24 CFR 576.403.

The GRANTEE certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG-CV program, and in providing services for occupants of these facilities in accordance with 24 CFR 576.405 and 42 USC 11375(d).

B. “INDEPENDENT CONTRACTOR”.

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

C. HOLD HARMLESS.

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

D. WORKERS' COMPENSATION.

The GRANTEE shall provide statutorily sufficient Workers' Compensation Insurance coverage for all subject employees involved in the performance of this Agreement in accordance 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.

E. INSURANCE AND BONDING.

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

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

Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

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

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

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

F. CITY RECOGNITION.

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

G. AMENDMENTS/MODIFICATIONS.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating**

circumstance exists which will be reviewed on a case by case basis. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

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

H. SUSPENSION OR TERMINATION.

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

I. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

G. DEBARMENT AND SUSPENSION.

The GRANTEE has provided its certification using the form provided by the CITY as Attachment A that 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.

F. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006.

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

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

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

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

2) Cost Principles

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

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. In general;
- b. Homeless status and At risk of homelessness status;
- c. Determinations of ineligibility;
- d. Annual income;
- e. Program participant records;
- f. Centralized or coordinated assessment system and procedures;
- g. Rental assistance agreements and payments
- h. Utility Allowance;
- i. Shelter and housing standards;
- j. Emergency shelter facilities;
- k. Services and assistance provided;
- l. Coordination with Continuum(s) of Care and other programs;
- m. HMIS;
- n. Matching;
- o. Conflicts of interest;
- p. Homeless participation;
- q. Faith-based activities;
- r. Other Federal requirements;
- s. Relocation;

- t. Financial records;
- u. Subrecipient and contractors;
- v. Other records specified by HUD;
- w. Confidentiality;
- x. Period of record retention;
- y. Access to records; and
- z. Reports

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years in accordance with 24 CFR 576.500. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) Client Data

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

4) Disclosure

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

addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

5) Close-outs

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

Agreement shall remain in effect during any period that the GRANTEE has control over ESG-CV funds, including program income.

6) Audits & Inspections

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

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

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

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

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

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

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

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly utilizing the Program Income Report form included in Attachment B on all program income (as defined at 24 CFR 576.2) generated by activities carried out with ESG-CV funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 576.201(f) and 24 CFR 576.407(c). By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 576.109.

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8th of January, and for

expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets no more than monthly during the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation.

b. Payment

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

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

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Community Management Information System (CMIS)

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement,

the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The HMIS Program Manager is responsible for certifying a database as ‘comparable’.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month.** CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional

will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMIS@spokanecity.org.

5) Nightly Reporting

The GRANTEE shall submit utilization numbers nightly to CITY via email to chhsreports@spokanecity.org, spdradiosupervisors@spokanepolice.org, and sfdfirecomm@spokanecity.org.

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within thirty (30) days of the end of the term of this Agreement.

6) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

D. PROCUREMENT.

1) Compliance

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

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

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

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 Subpart D and 24 CFR 576.407.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

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

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR Part 1 and 24 CFR 5 Subpart A. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

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

3) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

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

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

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For

the purpose of this definition, “minority group members” are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

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

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the GRANTEE’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS.

1) Prohibited Activity

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

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG-CV funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the ESG-CV funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause

and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

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

2) Subcontracts

a. Approvals

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

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

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

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 576.404, which include (but are not limited to) the following:

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

5) Organizational Conflicts of Interest

The provision of any type or amount of ESG-CV assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or

housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary or the subrecipient, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103. Recipients and subrecipients must also maintain written standards of conduct covering organizational conflicts of interest required under 2 CFR 200.318.

6) Lobbying

The GRANTEE hereby certifies that:

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

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

7) Copyright

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

8) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

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

9) Compliance With Laws

Each PARTY shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

10) Non-Waiver

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

11) 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 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 the Agreement.

SECTION NO. 10: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.403, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-CV assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 11: SEVERABILITY

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

SECTION NO. 12: SECTION HEADINGS AND SUBHEADINGS

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

SECTION NO. 13: WAIVER

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

SECTION NO. 14: ENTIRE AGREEMENT

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

SECTION NO. 13: CONSTRUAL

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either PARTY, and is intended to benefit only the PARTIES to this Agreement, there are no third-party beneficiaries.

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

THE GUARDIANS FOUNDATION, INC.

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

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

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes ☐ If yes, answer question 2 below.

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

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

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

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

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

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

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

By: _____
Title: _____
Date: _____

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

 City of Spokane Grantee Billing Form WA STATE DEPT. OF COMMERCE EMERGENCY SOLUTIONS GRANT- CORONAVIRUS		City Clerk #		
		Vendor ID #		035469
		FMS Acct #		1540-95591-65410-54201-99999
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
Family Promise of Spokane 2322 E. Sprague Ave Spokane, WA 99202				
		Grantee Certification		
Project/Program:	Surge Capacity Program	By:		
Award Number:	20-4613C-125	(SIGN IN INK)		
National Objective:	N/A	(TITLE) (DATE)		
Eligibility Code:	N/A			
IDIS Activity ID:	N/A	(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	12/1/2021 - 6/30/2022	Billing date:		
Indirect Cost Rate:	10% MTDC	Expense Period:		
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
OPERATIONS				
Salaries & Benefits	\$ 171,131.00	\$ -	\$ -	\$ 171,131.00
Supplies	\$ 9,083.00	\$ -	\$ -	\$ 9,083.00
Travel	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00
Insurance	\$ 4,083.00	\$ -	\$ -	\$ 4,083.00
Direct Client Assistance	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00
Indirect Costs	\$ 19,518.00	\$ -	\$ -	\$ 19,518.00
<i>Subtotal</i>	\$ 233,865.00	\$ -	\$ -	\$ 233,865.00
FACILITY SUPPORT				
Rent	\$ 43,000.00	\$ -	\$ -	\$ 43,000.00
Maintenance	\$ 2,450.00	\$ -	\$ -	\$ 2,450.00
Security	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Supplies	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Utilities	\$ 4,900.00	\$ -	\$ -	\$ 4,900.00
Indirect Costs	\$ 1,259.00	\$ -	\$ -	\$ 1,259.00
<i>Subtotal</i>	\$ 58,109.00	\$ -	\$ -	\$ 58,109.00
GRAND TOTAL	\$ 291,974.00	\$ -	\$ -	\$ 583,948.00
Contract Amount (auto populated)		\$ 291,974.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -	% Remaining:	100.00%
Contract Remaining Balance		\$ 291,974.00		
← Check box if final request.			CHHS Approval:	

ATTACHMENT B - GRANTEE BILLING FORM

Payee Expense Report					
Organization:	FPS	Grant #:	20-4613C-125	City Clerk #:	
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report								
Organization:	FPS	Grant #:	20-4613C-125	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

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

12/13/2021

Date Rec'd

12/7/2021

Clerk's File #

OPR 2021-0832

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2019171

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 23107

Agenda Item Name

0370 – LOW BID AWARD – LARIVIERE INC.

Agenda Wording

Low Bid of LaRiviere Inc. of Rathdrum, ID for the 2019171 Havana Well Station Phase 1 in the amount of \$5,711,636.30. An administrative reserve of \$571,163.63, which is 10% of the contract price, will be set aside.(East Central Neighborhood Council)

Summary (Background)

On December 7, 2021 bids were opened for the above project. The low bid was from LaRiviere Inc., in the amount of \$5,711,636.30, which is \$536,750.30 or 10.4% over the Engineer's Estimate; three other bids were received as follows: National Native American Construction Inc. - \$6,028,385.00, Halme Construction Inc. - \$6,064,114.00 and Prospect Construction - \$6,284,045.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 5,711,636.30

4250-42300-94340-56501-15783

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

6/12/21 UE

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

PRINCE, THEA

ddaniels@spokanecity.org

dbuller@spokanecity.org

Briefing Paper

Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Havana Well Station Construction
Date:	6-14-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract (once it is submitted to council for approval)
Background/History: <ul style="list-style-type: none"> • The City's largest wells are located adjacent to the Spokane River and other utilities. This project will increase supply reliability and redundancy in the event of problems with existing wells, transmission mains or other utilities, and to increase operational flexibility. • The Water Department purchased the new well site at 5th & Havana back in 2017. • In 2018, the Water Department's contractor successfully drilled 6 wells at this site. 	
Executive Summary: <ul style="list-style-type: none"> • The Water Department now proposes to construct a well station (building, pumps, electrical and controls) at the 5th & Havana well site. • The project has been designed and is advertising for bids. • Construction is planned for this fall and winter • See attached exhibit for location 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2019171**

Project Description Havana Well Station **Original Date** 12/6/2021 3:55:00 PM

Project Number: 2019171			Engineer's Estimate		LARIVIERE INC		NATIONAL NATIVE AMERICAN CONSTRUCTION INC		HALME CONSTRUCTION INC		PROSPECT CONSTRUCTION	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

1	RECORD DRAWINGS	1 LS	5,000.00	5,000.00	5,347.00	\$5,347.00	5,000.00	\$5,000.00	7,500.00	\$7,500.00	5,000.00	\$5,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,500.00	1,500.00	1,761.00	\$1,761.00	625.00	\$625.00	2,000.00	\$2,000.00	1,000.00	\$1,000.00
4	POTHOLING	10 EA	800.00	8,000.00	705.00	\$7,050.00	850.00	\$8,500.00	319.00	\$3,190.00	300.00	\$3,000.00
5	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	3,221.00	\$3,221.00	9,850.00	\$9,850.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
6	MOBILIZATION	1 LS	325,000.00	325,000.00	244,417.84	\$244,417.84	224,100.00	\$224,100.00	450,000.00	\$450,000.00	500,000.00	\$500,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	1,000.00	1,000.00	15,130.00	\$15,130.00	7,899.00	\$7,899.00	9,550.00	\$9,550.00	15,000.00	\$15,000.00
8	REMOVE STRUCTURE & OBSTRUCTION	1 LS	60,000.00	60,000.00	43,267.00	\$43,267.00	71,265.00	\$71,265.00	25,000.00	\$25,000.00	100,000.00	\$100,000.00
9	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	1,500.00	4,500.00	709.00	\$2,127.00	850.00	\$2,550.00	587.00	\$1,761.00	1,500.00	\$4,500.00
10	SAWCUTTING CURB	6 EA	100.00	600.00	42.00	\$252.00	25.00	\$150.00	22.00	\$132.00	50.00	\$300.00
11	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	1.00	700.00	0.90	\$630.00	2.00	\$1,400.00	0.80	\$560.00	1.00	\$700.00
12	REMOVE EXISTING CURB	75 LF	10.00	750.00	13.00	\$975.00	7.00	\$525.00	10.00	\$750.00	15.00	\$1,125.00
13	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	26.00	\$2,600.00	67.50	\$6,750.00	24.00	\$2,400.00	45.00	\$4,500.00
14	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	31.00	\$3,100.00	33.00	\$3,300.00	70.00	\$7,000.00	57.00	\$5,700.00
15	PROJECT EARTHWORK	1 LS	175,000.00	175,000.00	38,167.00	\$38,167.00	281,351.00	\$281,351.00	115,000.00	\$115,000.00	450,000.00	\$450,000.00
16	COMMERCIAL HMA	250 TON	110.00	27,500.00	143.00	\$35,750.00	262.00	\$65,500.00	128.00	\$32,000.00	120.00	\$30,000.00
17	HMA V DITCH	70 LF	60.00	4,200.00	50.00	\$3,500.00	80.00	\$5,600.00	69.00	\$4,830.00	50.00	\$3,500.00
18	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	23.00	\$2,300.00	37.00	\$3,700.00	33.00	\$3,300.00	45.00	\$4,500.00
19	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	36.00	\$3,600.00	25.00	\$2,500.00	79.00	\$7,900.00	57.00	\$5,700.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

20	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	2,031.00	\$2,031.00	23,300.00	\$23,300.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00
21	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	2,525.00	\$2,525.00	3,900.00	\$3,900.00	11,000.00	\$11,000.00	3,000.00	\$3,000.00
22	SITE PIPING	1 LS	700,000.00	700,000.00	709,851.00	\$709,851.00	1,024,711.00	\$1,024,711.00	570,000.00	\$570,000.00	700,000.00	\$700,000.00
23	DISCHARGE PIPING ASSEMBLY	3 EA	35,000.00	105,000.00	57,479.00	\$172,437.00	40,008.00	\$120,024.00	44,671.00	\$134,013.00	50,000.00	\$150,000.00
24	PRESSURE RELIEF ASSEMBLY, STATION A	1 LS	40,000.00	40,000.00	42,985.00	\$42,985.00	35,950.00	\$35,950.00	37,600.00	\$37,600.00	40,000.00	\$40,000.00
25	ESC LEAD	1 LS	2,500.00	2,500.00	3,774.00	\$3,774.00	5,820.00	\$5,820.00	12,300.00	\$12,300.00	1.00	\$1.00
26	INLET PROTECTION	3 EA	120.00	360.00	208.00	\$624.00	100.00	\$300.00	1,000.00	\$3,000.00	250.00	\$750.00
27	STABILIZED CONSTRUCTION ENTRANCE	250 SY	25.00	6,250.00	16.00	\$4,000.00	11.00	\$2,750.00	31.00	\$7,750.00	28.00	\$7,000.00
28	LANDSCAPING	1 LS	50,000.00	50,000.00	56,999.00	\$56,999.00	42,000.00	\$42,000.00	61,300.00	\$61,300.00	55,000.00	\$55,000.00
29	IRRIGATION SYSTEM	1 LS	30,000.00	30,000.00	28,615.00	\$28,615.00	29,650.00	\$29,650.00	26,000.00	\$26,000.00	23,000.00	\$23,000.00
30	CEMENT CONCRETE CURB	175 LF	50.00	8,750.00	56.00	\$9,800.00	55.00	\$9,625.00	38.00	\$6,650.00	36.00	\$6,300.00
31	CEMENT CONCRETE CURB AND GUTTER	65 LF	55.00	3,575.00	61.00	\$3,965.00	111.00	\$7,215.00	49.00	\$3,185.00	40.00	\$2,600.00
32	CHAIN LINK FENCE - 8 FT. TALL	940 LF	60.00	56,400.00	55.00	\$51,700.00	45.25	\$42,535.00	49.00	\$46,060.00	30.00	\$28,200.00
33	CHAIN LINK FENCE, ELECTRICAL ENCLOSURE	125 LF	60.00	7,500.00	67.00	\$8,375.00	55.36	\$6,920.00	103.00	\$12,875.00	35.00	\$4,375.00
34	DOUBLE 30 FT CHAIN LINK GATE	2 EA	3,000.00	6,000.00	4,115.00	\$8,230.00	3,400.00	\$6,800.00	3,680.00	\$7,360.00	1,000.00	\$2,000.00
35	DOUBLE 16 FT CHAIN LINK GATE	1 EA	2,000.00	2,000.00	2,663.00	\$2,663.00	2,200.00	\$2,200.00	2,400.00	\$2,400.00	1,000.00	\$1,000.00
36	SINGLE 4 FT CHAIN LINK GATE	1 EA	1,500.00	1,500.00	968.00	\$968.00	800.00	\$800.00	867.00	\$867.00	500.00	\$500.00
37	PRIVACY SLATS	275 LF	12.00	3,300.00	26.00	\$7,150.00	22.00	\$6,050.00	23.00	\$6,325.00	5.00	\$1,375.00
38	TEMPORARY CONSTRUCTION FENCING	1 LS	6,000.00	6,000.00	10,623.00	\$10,623.00	6,000.00	\$6,000.00	5,400.00	\$5,400.00	1,500.00	\$1,500.00
39	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	2,512.00	\$2,512.00	2,500.00	\$2,500.00	5,000.00	\$5,000.00	100.00	\$100.00
40	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,500.00	1,500.00	2,512.00	\$2,512.00	2,000.00	\$2,000.00	1,100.00	\$1,100.00	1,000.00	\$1,000.00
41	CEMENT CONCRETE SIDEWALK	45 SY	100.00	4,500.00	73.00	\$3,285.00	241.00	\$10,845.00	79.00	\$3,555.00	90.00	\$4,050.00
42	PUMP SYSTEM, INTERMEDIATE ZONE	3 EA	200,000.00	600,000.00	197,089.20	\$591,267.60	135,000.00	\$405,000.00	236,000.00	\$708,000.00	175,000.00	\$525,000.00
43	SYSTEM STARTUP & COMMISSIONING	1 LS	15,000.00	15,000.00	12,104.00	\$12,104.00	8,200.00	\$8,200.00	8,000.00	\$8,000.00	5,000.00	\$5,000.00
44	CHLORINATION SYSTEM, STATION A	1 LS	25,000.00	25,000.00	17,064.00	\$17,064.00	51,500.00	\$51,500.00	43,000.00	\$43,000.00	15,000.00	\$15,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

45	CHLORINE ANALYZER & PRESSURE GAUGE ASSEMBLY	1 EA	10,000.00	10,000.00	6,887.00	\$6,887.00	20,000.00	\$20,000.00	18,000.00	\$18,000.00	5,000.00	\$5,000.00
46	BUILDING, STATION A	1 LS	875,000.00	875,000.00	898,243.20	\$898,243.20	1,168,000.00	\$1,168,000.00	1,093,900.00	\$1,093,900.00	1,052,768.00	\$1,052,768.00
47	CMU SOUND WALL	1 LS	50,000.00	50,000.00	63,744.00	\$63,744.00	8,000.00	\$8,000.00	59,000.00	\$59,000.00	50,000.00	\$50,000.00
48	HVAC & CONTROL SYSTEMS, STATION A	1 LS	150,000.00	150,000.00	264,279.21	\$264,279.21	196,740.00	\$196,740.00	287,000.00	\$287,000.00	200,000.00	\$200,000.00
49	PLUMBING SYSTEMS, STATION A	1 LS	110,000.00	110,000.00	25,217.00	\$25,217.00	76,510.00	\$76,510.00	140,000.00	\$140,000.00	160,000.00	\$160,000.00
50	GENERAL ELECTRIC, STATION A	1 LS	450,000.00	450,000.00	867,635.06	\$867,635.06	835,177.00	\$835,177.00	769,000.00	\$769,000.00	850,000.00	\$850,000.00
51	MOTOR CONTROL CENTERS, STATION A	1 LS	750,000.00	750,000.00	931,356.22	\$931,356.22	819,087.00	\$819,087.00	834,000.00	\$834,000.00	850,000.00	\$850,000.00
52	POWER GENERATION	1 LS	300,000.00	300,000.00	299,907.08	\$299,907.08	251,107.00	\$251,107.00	268,000.00	\$268,000.00	275,000.00	\$275,000.00
53	FLOW METER ELECTRICAL	2 EA	20,000.00	40,000.00	26,563.00	\$53,126.00	24,764.00	\$49,528.00	23,800.00	\$47,600.00	20,000.00	\$40,000.00
54	COMMUNICATION TOWER	1 LS	55,000.00	55,000.00	63,054.62	\$63,054.62	21,100.00	\$21,100.00	58,000.00	\$58,000.00	45,000.00	\$45,000.00
55	FIRE SUPPRESSION, STATION A	1 LS	25,000.00	25,000.00	12,041.00	\$12,041.00	11,966.00	\$11,966.00	28,000.00	\$28,000.00	20,000.00	\$20,000.00
56	FIRE ALARM & DETECTION SYSTEM, STATION A	1 LS	35,000.00	35,000.00	56,890.47	\$56,890.47	14,009.00	\$14,009.00	51,000.00	\$51,000.00	10,000.00	\$10,000.00
Bid Total			\$5,174,886.00		\$5,711,636.30		\$6,028,385.00		\$6,064,114.00		\$6,284,045.00	

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	5,174,886.00	0.00	0.00	0.00	0.00	0.00	5,174,886.00
LARIVIERE INC	5,711,636.30	0.00	0.00	0.00	0.00	0.00	5,711,636.30
NATIONAL NATIVE AMERICAN CONSTRUCTION INC	6,028,385.00	0.00	0.00	0.00	0.00	0.00	6,028,385.00
HALME CONSTRUCTION INC	6,064,114.00	0.00	0.00	0.00	0.00	0.00	6,064,114.00
PROSPECT CONSTRUCTION	6,284,045.00	0.00	0.00	0.00	0.00	0.00	6,284,045.00

Low Bid Contractor: LARIVIERE INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	6,225,683.57	5,640,625.74	10.37 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate

City Of Spokane
Engineering Services Department
******Bid Tabulation******

Bid Totals

6,225,683.57

5,640,625.74

10.37 % Over Estimate



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

12/13/2021

Date Rec'd

1/13/2021

Clerk's File #

CPR 2021-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Project #**Contact E-Mail**

LDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Claim Item

Requisition #**Agenda Item Name**

5600-CLAIMS-2021

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/3/2021.
Total:\$6,958,302.38 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$6,817,237.73

Summary (Background)

Pages 1-48 Check numbers: 582930- 583034 ACH payment numbers: 97000- 97215 On file for review in City
Clerks Office: 48 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 6,817,237.73

Various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other**Division Director**

MURRAY, MICHELLE

Council Sponsor**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

PERKINS, JOHNNIE

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 48

APPROVAL FUND SUMMARY

DATE: 12/06/21
TIME: 07:48
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	335,222.70
1100	STREET FUND	99,763.09
1200	CODE ENFORCEMENT FUND	11,550.59
1300	LIBRARY FUND	62,632.11
1380	TRAFFIC CALMING MEASURES	6,778.52
1400	PARKS AND RECREATION FUND	100,460.65
1460	PARKING METER REVENUE FUND	9,380.12
1500	PATHS AND TRAILS RESERVE FUND	3,000.00
1560	FORFEITURES & CONTRIBUTION FND	4,189.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	32,599.45
1625	PUBLIC SAFETY PERSONNEL FUND	6,153.16
1630	COMBINED COMMUNICATIONS CENTER	11,637.22
1680	CD/HS OPERATIONS	6,999.87
1940	CHANNEL FIVE EQUIPMENT RESERVE	6,226.50
1970	FIRE/EMS FUND	146,865.36
1980	DEFINED CONTRIBUTION ADMIN FND	12,000.00
1990	TRANSPORTATION BENEFIT FUND	361.33
3200	ARTERIAL STREET FUND	299,797.31
3365	2018 UTGO LIBRARY CAPITAL BOND	19.19
4100	WATER DIVISION	378,257.81
4250	INTEGRATED CAPITAL MANAGEMENT	451,542.31
4300	SEWER FUND	230,459.93
4480	SOLID WASTE FUND	286,606.28
4600	GOLF FUND	15,656.99
4700	DEVELOPMENT SVCS CENTER	41,711.38
5100	FLEET SERVICES FUND	202,353.75
5200	PUBLIC WORKS AND UTILITIES	13,615.40
5300	IT FUND	47,948.85
5400	REPROGRAPHICS FUND	1,487.42
5500	PURCHASING & STORES FUND	4,657.12
5600	ACCOUNTING SERVICES	21,643.80
5700	MY SPOKANE	4,938.77
5750	OFFICE OF PERFORMANCE MGMT	4,850.41
5800	RISK MANAGEMENT FUND	5,454.70
5810	WORKERS' COMPENSATION FUND	3,557.73
5820	UNEMPLOYMENT COMPENSATION FUND	37.20
5830	EMPLOYEES BENEFITS FUND	545,537.30
5900	ASSET MANAGEMENT FUND OPS	16,520.99
5903	PROPERTY ACQUISITION FIRE	1,253.61
6060	EMPLOYEES' RETIREMENT FUND	2,430.81
6070	FIREFIGHTERS' PENSION FUND	23,278.19
6080	POLICE PENSION FUND	112,444.30
6960	SALARY CLEARING FUND NEW	2,289,146.45
TOTAL:		5,861,027.67

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 48

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 12/06/21
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PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,891.13		
00582930	ACCOUNTING IMPREST FUND	4.75		
00582931	DANNY SULLIVAN CONST LLC	473.31		
00582932	EAGLE ELECTRIC	60.00		
00582933	INNOVATIVE ELECT SLTNS LLC	45.00		
00582934	JUSTIN SCHMIDT RMDL & DSGN L	209.50		
00582935	PALMER CONSTRUCTION	313.50		
00582936	SALAZAR CONSTRUCTION LLC	313.50		
00582937	SOLID GROUND REAL ESTATE	650.00		
00582938	YOST GALLAGHER CONST LLC	225.00		
00582939	SCHINDLER ELEVATOR	50.00		
00582940	MAINSTREAM ELECTRIC INC	45.00		
00582941	JUSTIN SCHMIDT RMDL & DSGN L	15.00		
00582942	JUSTIN SCHMIDT RMDL & DSGN L	15.00		
00582943	PLEASE PRINTING INC /DIV OF	6,778.52		
00582944	KATHERINE WESTERMAN	947.00		
00582946	AUDUBON VETERINARY CLINIC	575.62		
00582947	CENTURYLINK	271.20		
00582948	KENTEN LEE DOWNING	102.00		
00582949	MARY ELLEN ERTEL	120.00		
00582950	TESTAMERICA LABORATORIES INC	306.00		
00582951	AFFORDABLE HOME INSPECTION L	81.00		
00582952	BLACK REALTY MANAGEMENT	19.00		
00582953	BLACK REALTY MANAGEMENT	19.00		
00582954	4 DEGREE REAL ESTATE	19.00		
00582955	JAMES TODD WEAR	2,036.43		
00582956	THE MEN'S WEARHOUSE INC	32.70		
00582957	KASANDRA MCINTYRE	14.03		
00582958	DANIEL E PAINTER	27.92		
00582959	O'REILLY AUTOMOTIVE STORES I	358.08		
00582960	REINER PUMP SYSTEMS INC	27,051.62		
00582961	SIX ROBBLEES INC	471.49		
00582962	SPOKANE FAMILY MEDICINE PLLC	196.00		
00582963	CRAIG MEIDL OR JUSTIN LUNDGR	4,189.00		
00582964	KELLY STEVENS	102.00		
00582965	SUPERIOR COURT	14.06		
00582966	TRUCKPRO HOLDING CORPORATION	524.35		
00582967	HABITAT FOR HUMANITY SPOKANE	272,847.03		
00582991	ADVANCE AUTO PARTS	681.18		
00582992	BOUND TREE MEDICAL LLC	812.78		
00582993	CENTURYLINK	63.46		
00582994	DIRECT AUTOMOTIVE DISTRIBUTI	275.07		
00582995	INDUSTRIAL WELDING CO INC	16,858.60		
00582996	KENT D BRUCE COMPANY	225.37		
00582997	GROUP W MARKETING INC	500.00		
00582998	NATHAN KING	300.00		
00582999	FIRST AMERICAN TITLE INS	700.00		
00583000	PIONEER TITLE COMPANY OF	1,131.90		
00583001	SPOKANE COUNTY TITLE CO	1,518.00		
00583002	TICOR TITLE COMPANY OF OREGO	1,011.38		
00583003	SPOKANE COUNTY TITLE CO	374,694.50		
00583004	ADVANCE AUTO PARTS	306.01		
00583005	ADVANCED PAGING &	1,071.86		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 48

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 12/06/21
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00583006	CENTURYLINK	772.93		
00583007	CHILD SUPPORT SERVICES	742.06		
00583008	DANIEL H BRUNNER, TRUSTEE	200.00		
00583009	DGT ENTERPRISES LLC	2,395.00		
00583010	DIRECT AUTOMOTIVE DISTRIBUTI	684.66		
00583011	EASTERN WASHINGTON ATTORNEY	75.00		
00583012	EMPLOYMENT SECURITY DEPT	471.97		
00583013	HUMAN RESOURCES	959.00		
00583014	ICMA RETIREMENT TRUST 457	431,733.13		
00583015	ICMA RETIREMENT TRUST 457 LO	53,026.23		
00583016	ING LIFE INSURANCE & ANNUITY	111,158.12		
00583017	DAN CONKLIN	1,197.54		
00583018	NEW JERSEY SUPPORT PAYMENT	162.50		
00583019	NORTH SPOKANE IRRIGATION	31.51		
00583020	OFFICE OF THE ATTORNEY GENER	273.50		
00583021	PEOPLE QUALIFIED COMMITTEE	7.00		
00583022	PRE-PAID LEGAL SERVICES INC	418.95		
00583023	SPOKANE CITY TREASURER	7,329.19		
00583024	SPOKANE PUMP INC	2,109.19		
00583025	STATE DISBURSMENT UNIT	297.68		
00583026	T-MOBILE	658.00		
00583027	T-MOBILE	92.83		
00583028	UNITED STATES TREASURY	12.50		
00583029	US BANK OR CITY TREASURER	1,696,008.65		
00583030	WA GET PROGRAM	345.00		
00583031	WA STATE SUPPORT REGISTRY OR	15,057.66		
00583032	JUNE WALLACE	972.68		
00583033	WESTERN STATES POLICE MEDICA	1,625.00		
00583034	WSCCCE, AFSCME, AFL-CIO	320.43		
80097000	COLUMBIA ELECTRIC SUPPLY/DIV	79.20		
80097001	DESIMONE CONSULTING LLC	3,000.00		
80097002	KAISER FOUNDATION HEALTH PLA	196,707.89		
80097003	KENWORTH SALES COMPANY	771.39		
80097004	LAKESIDE INDUSTRIES	4,854.32		
80097005	LINN MACHINE & MFG	185.30		
80097006	NAPA AUTO PARTS	443.71		
80097007	NORCO INC	686.70		
80097008	OXARC INC	474.83		
80097009	PETE LIEN & SONS INC	16,096.12		
80097010	RAY TURF FARMS INC	274.43		
80097011	SIGNS FOR SUCCESS INC	1,940.73		
80097012	SIMPLIFILE LC	2,336.45		
80097013	SITEONE LANDSCAPE SUPPLY LLC	165.46		
80097014	SPECIAL ASPHALT PRODUCTS	5,390.55		
80097015	SPOKANE ARTS FUND	3,000.00		
80097016	SPOKANE EMERGENCY PHYSICIANS	7,728.96		
80097017	THOMSON WEST	4,720.46		
80097018	TRACE ANALYTICS LLC	89.00		
80097019	SPACK SOLUTIONS INC	396.00		
80097020	VERIZON WIRELESS	3,946.47		
80097021	WEST CENTRAL COMMUNITY	28,951.50		
80097022	AUCA WESTERN FIRST AID &	293.44		
80097023	WSF LLC	279.80		

REPORT: PG3640
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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097024	WINSTON & CASHATT PS	1,017.50		

80097025	YWCA	9,944.96	
80097026	IAN DAHL	116.50	
80097027	NICHOLAS ANTHONY FEDERICI	3,500.00	
80097028	US BANK TRUST NA	100,000.00	
80097029	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80097030	DELTA DENTAL OF WASHINGTON	15,523.89	
80097031	FOUR SEASONS LANDSCAPING INC	3,144.65	
80097032	GARCO CONSTRUCTION INC		109,183.85
80097033	HRA VEBE TRUST	500.00	
80097034	IRRIGATION TECHNOLOGIES INC		9,517.42
80097035	MT SPOKANE		4,524.00
80097036	NORTHEAST YOUTH CENTER		11,628.17
80097037	PREMERA BLUE CROSS	64,897.45	
80097038	REHN & ASSOCIATES	1,500.00	
80097039	SOUTHWEST SPOKANE COMMUNITY		3,328.92
80097040	SPOKANE FIRE FIGHTERS BENEFI	20,000.00	
80097041	SPRAGUE PEST CONTROL/DIV OF		269.79
80097042	US BANK P CARD PAYMENTS	153,824.08	
80097043	ABM JANITORIAL SERVICES SOUT	1,104.30	
80097044	WYOMING WRECKER LLC	155.33	
80097045	ROBERT EARL ALFORD	232.99	
80097046	ANATEK LABS INC	5,219.00	
80097047	ANYTIME TOWING & RECOVERY	103.55	
80097048	ATLAS COPCO USA HOLDING INC	33,790.70	
80097049	AVISTA UTILITIES	8,723.69	
80097050	BUDINGER & ASSOCIATES INC	1,524.87	
80097051	ANNIKKI CHAMBERLAIN	5,293.17	
80097052	CITY SERVICE VALCON LLC	3,012.09	
80097053	CLYDE ARMORY INC	28,935.90	
80097054	COPIERS NORTHWEST INC	119.98	
80097055	CUMMINS NORTHWEST LLC	735.04	
80097056	DEVRIES INFORMATION MANAGEME	135.66	
80097057	DIVINES TOWING/DIV OF	207.10	
80097058	ELJAY OIL CO INC	1,452.89	
80097059	EVERGREEN STATE TOWING LLC	1,268.49	
80097060	GORLEY LOGISTICS LLC	28.99	
80097061	GALLS LLC	5,823.18	
80097062	BRIDGESTONE AMERICAS INC	6,108.99	
80097063	GRAINGER INC	488.26	
80097064	GREENMARK ENTERPRISES LLC	867.90	
80097065	GREYSTONE TACTICAL	1,354.84	
80097066	HITACHI ZOSIN INOVA U.S.A.	120.96	
80097067	HYAS GROUP LLC	47,974.75	
80097068	CPM DEVELOPMENT CORP DBA	273,449.45	
80097069	INLAND ENVIRONMENTAL RESOURC	15,090.46	
80097070	JENNY TUPPER MOOMAW	250.00	
80097071	JRM ENTERPRISES INC	4,451.00	
80097072	KAISER FOUNDATION HEALTH PLA	101,459.89	
80097073	KUSTOM SIGNALS INC	820.70	
80097074	LANGUAGE LINE SERVICES	84.87	
80097075	GEOCKO INC.	67,465.16	
80097076	LOOMIS ARMORED US INC	587.94	

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80097077	L&T TRUCK DRIVER TRAINING IN	2,000.00		
80097078	NAPA AUTO PARTS	743.22		
80097079	NORCO INC	42.78		
80097080	NORTH DIVISION MUFFLER CLINI	648.55		
80097081	OTHRAM INC	4,497.00		

80097082	PAPE MACHINERY INC	1,393.27
80097083	PARAMETRIX INC	26,230.00
80097084	PETE LIEN & SONS INC	8,157.10
80097085	PIX4D, INC.	3,890.00
80097086	PREMERA BLUE CROSS OR	160,604.56
80097087	RWC INTERNATIONAL LTD	604.64
80097088	SERPENTIX CONVEYOR CORP	8,593.02
80097089	SHAMROCK MANUFACTURING INC	5,377.52
80097090	SITEONE LANDSCAPE SUPPLY LLC	810.76
80097091	SOLID WASTE SYSTEMS INC	14,834.35
80097092	SPOKANE COUNTY TREASURER	4,978.21
80097093	SPOKANE HOUSE OF HOSE INC	605.62
80097094	SPOKANE POLICE CHAPLAINCY	997.74
80097095	BRAD L WHITE	457.38
80097096	TIFCO INDUSTRIES	476.84
80097097	TITAN TRUCK EQUIPMENT	1,007.12
80097098	UPSTATE WHOLESALE SUPPLY INC	30,778.08
80097099	US BANK OR CITY TREASURER	5,107.01
80097100	VAN NESS FELDMAN LLP	1,342.50
80097101	VERIZON WIRELESS	4,053.97
80097102	VERIZON WIRELESS LERT B	50.00
80097103	WESTERN STATES EQUIPMENT CO	37.18
80097104	WESTSIDE MOTORSPORTS	1,462.49
80097105	SHAMROCK AUTOMOTIVE	92.65
80097106	MICHAEL SCHNEIDER	64.23
80097107	WYOMING WRECKER LLC	103.55
80097108	ALSCO DIVISION OF ALSCO INC	67.30
80097109	NORTHWEST INDUSTRIAL SERVICE	444.93
80097110	ARAMARK UNIFORM SERVICES	25.83
80097111	AVISTA UTILITIES	271.69
80097112	BATTERY SYSTEMS INC	1,095.13
80097113	BECKER BUICK-GMC INC	5,978.67
80097114	BIG SKY INDUSTRIAL/DIV OF	13,169.87
80097115	CERTIFIED POWER INC	892.50
80097116	CINTAS CORPORATION NO 3	1,379.44
80097117	CITY SERVICE VALCON LLC	1,546.97
80097118	CONNELL OIL INC	254.00
80097119	COPIERS NORTHWEST INC	202.70
80097120	CUMMINS NORTHWEST LLC	5,081.08
80097121	DIVCO INC	260.00
80097122	GWP HOLDINGS LLC	8,398.21
80097123	EVERGREEN STATE TOWING LLC	713.41
80097124	FASTENAL CO	5,338.80
80097125	GORLEY LOGISTICS LLC	57.99
80097126	GALLS LLC	1.95
80097127	BRIDGESTONE AMERICAS INC	19,317.13
80097128	WINGFOOT COMMERCIAL TIRE	38,886.18
80097129	GORDON TRUCK CENTERS INC DBA	985.22

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80097130	INDUSTRIAL BOLT & SUPPLY INC	811.42		
80097131	INLAND PACIFIC HOSE & FITTING	51.86		
80097132	KRONOS INCORPORATED	0.12		
80097133	L&T TRUCK DRIVER TRAINING IN	2,100.00		
80097134	MACON SUPPLY INC	3,139.80		
80097135	MCGUIRE BEARING CO	156.33		
80097136	MOTION AUTO SUPPLY	1,217.55		
80097137	MUNICIPAL EMERGENCY SERVICES	6,998.99		
80097138	MWH CONSTRUCTORS INC &	40,290.96		

80097139	NAPA AUTO PARTS	1,726.21
80097140	NORCO INC	56.46
80097141	ONLINE CLEANING SERVICES	47,774.48
80097143	SPOKANE FIRE FIGHTERS BENEFI	4,231.00
80097144	WAPAL FUND	605.93
80097145	ACTION MATERIALS	1,528.21
80097146	AIR ELECTRIC TOOLS/SERVICE I	16.01
80097147	ALSCO DIVISION OF ALSCO INC	1,397.47
80097148	NORTHWEST INDUSTRIAL SERVICE	494.75
80097149	AMERIGAS PROPANE LP	398.05
80097150	ARAMARK UNIFORM SERVICES	15.28
80097151	AVISTA UTILITIES	208,092.27
80097152	BATTERY SYSTEMS INC	1,506.77
80097153	SPOKANE FIRE FIGHTERS BENEFI	15,794.87
80097154	BUDINGER & ASSOCIATES INC	1,122.37
80097155	C & C YARD CARE	523.20
80097156	CARASOFT TECHNOLOGY CORP	127.95
80097157	CATHOLIC CHARITIES	63,548.81
80097158	CERTIFIED POWER INC	83.99
80097159	CINTAS CORPORATION NO 3	2,627.62
80097160	COLUMBIA ELECTRIC SUPPLY/DIV	8,008.23
80097161	CONNELL OIL INC	6,749.09
80097162	CONSOLIDATED SUPPLY CO	5,264.67
80097163	COPIERS NORTHWEST INC	985.62
80097164	COPPER STATE BOLT & NUT CO	1,567.59
80097165	CORE & MAIN LP	5,279.96
80097166	CUMMINS NORTHWEST LLC	1,951.32
80097167	DELTA DENTAL OF WASHINGTON	34,976.81
80097168	DEVRIES INFORMATION MANAGEME	7.98
80097169	DIGNITARY PROTECTION TEAM FU	105.00
80097170	GWP HOLDINGS LLC	2,290.78
80097171	EDU MEMBERSHIP FUND	20.00
80097172	EVERGREEN STATE TOWING LLC	147.15
80097173	FASTENAL CO	381.31
80097174	FRANK GURNEY INC	17,453.67
80097175	FROSTY ICE/DIV OF R PLUM COR	125.69
80097176	BRIDGESTONE AMERICAS INC	2,035.37
80097177	WINGFOOT COMMERCIAL TIRE	21,239.00
80097178	GORDON TRUCK CENTERS INC DBA	272.41
80097179	GRAINGER INC	396.25
80097180	POLICE GUILD LEGAL DEFENSE	630.00
80097181	HASKINS STEEL CO INC	1,142.86
80097182	HDR ENGINEERING INC	11,668.31
80097183	IDERA INC	3,835.71

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097184	IDEXX DISTRIBUTION GROUP	3,659.76		
80097185	INLAND PACIFIC HOSE & FITTIN	157.44		
80097186	INTERFAITH HOSPITALITY	488,000.00		
80097187	INT'L ASSN OF FIREFIGHTERS/	49,090.83		
80097188	JRM ENTERPRISES INC	3,378.00		
80097189	KENWORTH SALES COMPANY	43.56		
80097190	LT & CAPT ASSOCIATION	1,740.00		
80097191	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80097192	M & P ASSOCIATION	2,711.82		
80097193	MOTION AUTO SUPPLY	328.45		
80097194	NAPA AUTO PARTS	447.73		
80097195	NEPTUNE TECHNOLOGY GROUP INC	2,111.33		
80097196	NORCO INC	108.87		

80097197	OAC SERVICES INC	11,062.80	
80097198	SPOKANE POLICE GUILD	24,020.99	
80097199	REHN & ASSOCIATES	18,660.06	
80097200	SITEONE LANDSCAPE SUPPLY LLC	1,700.06	
80097201	SPOKANE POLICE BENEFIT ASSOC	697.50	
80097202	SPOKANE POLICE CHAPLAIN	3,144.50	
80097203	SPOKANE POLICE K-9 MEMBERSHI	90.00	
80097204	SPOKANE COUNTY TREASURER	57.36	
80097205	SPOKANE POLICE GUILD FRATERN	896.55	
80097206	STELLAR INDUSTRIAL SUPPLY IN	916.70	
80097207	STRUCTURED COMMUNICATION	7,788.70	
80097208	SPOKANE POLICE SWAT TEAM	430.00	
80097209	SPOKANE POLICE TACTICAL TEAM	320.00	
80097210	UNITED WAY	290.00	
80097211	US BANK TRUST NA	870,694.90	
80097212	VERIZON WIRELESS	4,202.24	
80097213	VOLUNTEERS OF AMERICA OF	28,513.03	
80097214	WA ST COUNCIL OF CITY & COUN	27,307.53	
80097215	DANA C ZENTZ	7,313.58	

		6,817,237.73	141,064.65
			=====
	CITYWIDE TOTAL:		6,958,302.38

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0030 - POLICE OMBUDSMAN

275.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
1,201.39	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
200.00	US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80097042
545.00	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80097042
1,120.80	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
156.99	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097101

3,499.18

TOTAL FOR 0030 - POLICE OMBUDSMAN

0100 - GENERAL FUND

473.31	DANNY SULLIVAN CONST LLC PO BOX 48038	PERMIT REFUNDS PAYABLE CHECK NO. - 00582931
156,139.63-	US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80097042

155,666.32-

TOTAL FOR 0100 - GENERAL FUND

0230 - CIVIL SERVICE

720.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
	US BANK OR CITY TREASURER	SOCIAL SECURITY

2,907.66	EMP BENEFITS (CITY)	CHECK NO. - 00583029
509.99	US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80097042
231.24	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
3,067.12	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
104.66	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097212

7,540.67

TOTAL FOR 0230 - CIVIL SERVICE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0260 - CITY CLERK

330.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
1,704.70	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
35.72	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
1,882.48	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

3,952.90

TOTAL FOR 0260 - CITY CLERK

0320 - COUNCIL

3,000.00	DESIMONE CONSULTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80097001
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING

1,300.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES
3,500.00		ACH PMT NO. - 80097027
	US BANK OR CITY TREASURER	SOCIAL SECURITY
5,519.43	EMP BENEFITS (CITY)	CHECK NO. - 00583029
	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP
73.72		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
5,101.31	OR CITY OF SPOKANE	ACH PMT NO. - 80097211
	VERIZON WIRELESS	CELL PHONE
1,173.59		ACH PMT NO. - 80097101
	WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP
3.59		-

TOTAL FOR 0320 - COUNCIL

19,671.64

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

445.00	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	US BANK OR CITY TREASURER	SOCIAL SECURITY
2,581.78	EMP BENEFITS (CITY)	CHECK NO. - 00583029
	US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES
1,574.28		ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

16.34	US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES
		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OPERATING SUPPLIES
70.16		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT

OR CITY OF SPOKANE ACH PMT NO. - 80097211
2,896.24

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS
7,583.80

0350 - COMMUNITY CENTERS

WEST CENTRAL COMMUNITY CONTRACTUAL SERVICES
DEVELOPMENT ASSOCIATION INC ACH PMT NO. - 80097021
28,951.50

TOTAL FOR 0350 - COMMUNITY CENTERS
28,951.50

0370 - ENGINEERING SERVICES

ACCOUNTING IMPREST FUND OTH DUES/SUBSCRIPTNS/MEMBERSHP
CHECK NO. - 00582930
4.75

ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
AUS WEST LOCKBOX ACH PMT NO. - 80097110
25.83

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80097151
330.31

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
3,320.00

SIMPLIFILE LC LEGAL SERVICES
ACH PMT NO. - 80097012
225.95

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
14,530.87

US BANK P CARD PAYMENTS MINOR EQUIPMENT
ACH PMT NO. - 80097042
2,553.83

US BANK P CARD PAYMENTS OFFICE SUPPLIES
ACH PMT NO. - 80097042
626.27

US BANK P CARD PAYMENTS OPERATING SUPPLIES
ACH PMT NO. - 80097042
1,089.04

US BANK P CARD PAYMENTS PERMITS/OTHER FEES
ACH PMT NO. - 80097042
21.05

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
402.23	ACH PMT NO. - 80097042

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
17,190.45	

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE
1,633.30	ACH PMT NO. - 80097020

VERIZON WIRELESS	IT/DATA SERVICES
795.19	ACH PMT NO. - 80097020

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT
94.49	-

42,843.56	TOTAL FOR 0370 - ENGINEERING SERVICES
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0410 - FINANCE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
700.01	

US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
2,601.31	

US BANK P CARD PAYMENTS	BANK FEES
28.80	ACH PMT NO. - 80097042

US BANK P CARD PAYMENTS	OFFICE SUPPLIES
293.72	ACH PMT NO. - 80097042

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
490.00	ACH PMT NO. - 80097042

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
3,507.84	

7,621.68	TOTAL FOR 0410 - FINANCE
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0430 - GRANTS MANAGEMENT

106.26	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
706.19	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
176.08	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
884.74	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

1,873.27	TOTAL FOR 0430 - GRANTS MANAGEMENT	

0450 - NEIGHBHD HOUSING HUMAN SVCS

75.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
208.54	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
32.06	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
266.56	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
126.99	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097020

709.15	TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	

0470 - HISTORIC PRESERVATION

	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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160.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	SIMPLIFILE LC	LEGAL SERVICES
417.90		ACH PMT NO. - 80097012
	US BANK OR CITY TREASURER	SOCIAL SECURITY
528.12	EMP BENEFITS (CITY)	CHECK NO. - 00583029
	US BANK TRUST NA	RETIREMENT
680.64	OR CITY OF SPOKANE	ACH PMT NO. - 80097211

1,786.66 TOTAL FOR 0470 - HISTORIC PRESERVATION

	0500 - LEGAL	

15.28	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097150
479.56	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097049
83.57	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097049
119.98	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097054
27.92	DANIEL E PAINTER 19307 S SHORT RD	WITNESS FEES CHECK NO. - 00582958
75.00	EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00583011
1,875.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
250.00	JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS ACH PMT NO. - 80097070

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JRM ENTERPRISES INC	INTERPRETER COSTS
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7,829.00	DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80097188
14.03	KASANDRA MCINTYRE 111 E PRINCETON AVE	WITNESS FEES CHECK NO. - 00582957
84.87	LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80097074
120.00	MARY ELLEN ERTEL	INTERPRETER COSTS CHECK NO. - 00582949
4,720.46	THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80097017
10,935.03	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
332.65	US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80097042
223.43	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
1,260.00	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042
60.00	US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097042
12,039.04	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
104.66	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097212
9,944.96	YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80097025

50,594.44 TOTAL FOR 0500 - LEGAL

0520 - MAYOR

450.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
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1,714.43	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
234.00	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
8.83	US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80097042
273.57	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

94.01	US BANK P CARD PAYMENTS	OTHER MISC CHARGES ACH PMT NO. - 80097042
785.99	US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80097042
1,982.24	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
70.74	WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -

5,613.81 TOTAL FOR 0520 - MAYOR

0550 - NEIGHBORHOOD SERVICES

205.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
1,402.23	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
411.71	US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80097042
1,697.44	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
	WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO

31.96

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TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

3,748.34

0560 - MUNICIPAL COURT

1,897.53	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
7,120.19	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
11.74	US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80097042
126.02	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
132.90	US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80097042
273.15	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
38.97	US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

32.00	US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097042
10,990.36	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

TOTAL FOR 0560 - MUNICIPAL COURT

20,622.86

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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160.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
509.18	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
683.44	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

1,352.62 TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER

0620 - HUMAN RESOURCES

2.12	COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80097163
315.00	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
566.25	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
2,297.34	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
1,041.05	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
2,440.82	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
93.69	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -

6,756.27 TOTAL FOR 0620 - HUMAN RESOURCES

0650 - PLANNING SERVICES

127.95	CARAHSOFT TECHNOLOGY CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097156
945.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1,940.73	SIGNS FOR SUCCESS INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80097011
210.95	SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80097012
3,277.40	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
4,078.16	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

10,580.19 TOTAL FOR 0650 - PLANNING SERVICES

0680 - POLICE

103.55	ANYTIME TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80097047
575.62	AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00582946
5,815.91	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097049
1,781.51	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097049
135.66	DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80097056
207.10	DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80097057
1,268.49	EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80097059
3,144.65	FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80097031
	GALLS LLC	OPERATING SUPPLIES

290.21		ACH PMT NO. - 80097061
	GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80097060
28.99		
	GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80097063
488.26		
	GREYSTONE TACTICAL	OPERATING SUPPLIES ACH PMT NO. - 80097065
1,354.84		
	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
78,334.32		
	KUSTOM SIGNALS INC	OPERATING SUPPLIES ACH PMT NO. - 80097073
820.70		
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
	LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097076
587.94		
	MICHAEL SCHNEIDER	OPERATING SUPPLIES ACH PMT NO. - 80097106
64.23		
	OTHRAM INC	PROFESSIONAL SERVICES ACH PMT NO. - 80097081
4,497.00		
	PIX4D, INC.	SOFTWARE MAINTENANCE ACH PMT NO. - 80097085
3,890.00		
	REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80097038
1,500.00		
	ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80097045
232.99		
	SPOKANE COUNTY TREASURER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097092
157.50		
	SPOKANE FAMILY MEDICINE PLLC	MEDICAL SERVICES CHECK NO. - 00582962
196.00		
	SPOKANE POLICE CHAPLAINCY	NON-TRAVEL MEALS/LGHT RFRSHMT

997.74	BOARD	ACH PMT NO. - 80097094
14.06	SUPERIOR COURT	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00582965
17,784.37	UPSTATE WHOLESALE SUPPLY INC DBA BRITE COMPUTERS	MACHINERY/EQUIPMENT ACH PMT NO. - 80097098
12,993.71	UPSTATE WHOLESALE SUPPLY INC DBA BRITE COMPUTERS	SOFTWARE MAINTENANCE ACH PMT NO. - 80097098
46,433.21	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
274.03	US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80097042
155.01	US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80097042
4,262.79	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
529.05	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
1,434.24	US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80097042
6,873.89	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
1,220.19	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1,600.00	US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097042
18.24	US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES

1,085.00		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES
512.14		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PUBLICATIONS
164.12		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
7,412.50		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
27,564.04	OR CITY OF SPOKANE	ACH PMT NO. - 80097211
	VERIZON WIRELESS LERT B	PROFESSIONAL SERVICES
50.00		ACH PMT NO. - 80097102
	WA STATE DEPT OF REVENUE	MINOR EQUIPMENT
3.92		-
	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES
121.94		-
	WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT
144.00		-
	WA STATE DEPT OF REVENUE	PUBLICATIONS
8.10		-
	WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING
24.43		-
	WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE
350.10		-
	WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE
975.00		CHECK NO. - 00583033
	WYOMING WRECKER LLC	TOWING EXPENSE
155.33	DBA AA ACES TOWING	ACH PMT NO. - 80097044

238,636.62

TOTAL FOR 0680 - POLICE

0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
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675.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
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2,392.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80097042
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0.00

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
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902.30

US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097042
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60.00

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
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3,323.28

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

7,352.99

0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097043
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1,104.30

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097049
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479.57

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097049
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83.57

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
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1,250.00

KATHERINE WESTERMAN	LODGING CHECK NO. - 00582944
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947.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
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5,935.78

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES
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30.00 ACH PMT NO. - 80097042

US BANK P CARD PAYMENTS OFFICE SUPPLIES
502.91 ACH PMT NO. - 80097042

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
7,496.88

TOTAL FOR 0700 - PUBLIC DEFENDER
17,830.01

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
100.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
636.35

US BANK P CARD PAYMENTS OFFICE SUPPLIES
89.23 ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS REGISTRATION/SCHOOLING
104.00 ACH PMT NO. - 80097042

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
837.28

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN
1,766.86

0860 - TREASURY SERVICES

US BANK P CARD PAYMENTS OFFICE SUPPLIES
0.00 ACH PMT NO. - 80097042

TOTAL FOR 0860 - TREASURY SERVICES
0.00

1100 - STREET FUND

	DGT ENTERPRISES LLC	MEDICAL SERVICES
225.00	DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00583009
	FASTENAL CO	OPERATING SUPPLIES
851.61		ACH PMT NO. - 80097124
	FRANK GURNEY INC	REPAIRS/MAINTENANCE
17,453.67		ACH PMT NO. - 80097174
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
4,825.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	KELLY STEVENS	PERMITS/OTHER FEES
102.00		CHECK NO. - 00582964
	KENTEN LEE DOWNING	PERMITS/OTHER FEES
102.00		CHECK NO. - 00582948
	L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING
2,000.00		ACH PMT NO. - 80097077
	MACON SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES
3,139.80		ACH PMT NO. - 80097134
	NORCO INC	OPERATING SUPPLIES
42.78		ACH PMT NO. - 80097079
	SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES
5,377.52		ACH PMT NO. - 80097089
	SPACK SOLUTIONS INC	PROFESSIONAL SERVICES
396.00		ACH PMT NO. - 80097019
	SPECIAL ASPHALT PRODUCTS	OPERATING RENTALS/LEASES
5,390.55		ACH PMT NO. - 80097014
	US BANK OR CITY TREASURER	SOCIAL SECURITY
20,787.14	EMP BENEFITS (CITY)	CHECK NO. - 00583029

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

210.12	US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE
		ACH PMT NO. - 80097042

219.26	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
171.41	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
3,400.42	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
654.00	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042
828.00	US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80097042
1,269.00	US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097042
125.14	US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80097042
238.30	US BANK P CARD PAYMENTS	PUBLIC UTILITY SERVICE ACH PMT NO. - 80097042
4,328.42	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097042
2,342.12	US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80097042
114.40	US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097042
25,036.05	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
58.86	WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -
74.52	WA STATE DEPT OF REVENUE	PERMITS/OTHER FEES -
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99,763.09	TOTAL FOR 1100 - STREET FUND	

1200 - CODE ENFORCEMENT FUND

125.00	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
715.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
3,783.96	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

864.72	US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80097042
29.88	US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80097042
221.35	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
1,735.22	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
289.00	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042
3,786.46	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

TOTAL FOR 1200 - CODE ENFORCEMENT FUND
11,550.59

1300 - LIBRARY FUND

2,195.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
15,404.64	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
9,831.80	US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80097042

680.80	US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80097042
1,367.92	US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80097042
43.47	US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80097042
3,175.64	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
410.00	US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80097042
7,701.50	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
926.70	US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80097042
17.28-	US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80097042
524.50	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

2,823.61	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097042
38.15	US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80097042
542.82	US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80097042
16,871.10	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
0.45	WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -

3.91	WA STATE DEPT OF REVENUE	LIBRARY BOOKS/OTHER MATERIALS -
53.38	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -
54.00	WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -

62,632.11

TOTAL FOR 1300 - LIBRARY FUND

1380 - TRAFFIC CALMING MEASURES

6,778.52	PLEASE PRINTING INC /DIV OF KPC ENTERPRISES INC	OPERATING SUPPLIES CHECK NO. - 00582943
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6,778.52

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

1400 - PARKS AND RECREATION FUND

315.00	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
4,675.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
22,904.05	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
740.86	US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80097042
325.40	US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097042
597.02	US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80097042
332.12	US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

2,117.04	US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097042
7,584.61	US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80097042
4,780.06	US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE ACH PMT NO. - 80097042
8,136.13	US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80097042
58.59	US BANK P CARD PAYMENTS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80097042
1,326.37	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
88.05	US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80097042
420.16	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
15,288.07	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
301.73	US BANK P CARD PAYMENTS	OTHER IMPROVEMENTS ACH PMT NO. - 80097042
21.89	US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80097042
54.49	US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80097042
2,661.62	US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80097042
1,803.00	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80097042
1,831.55	US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80097042

963.18	US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80097042
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22,881.54	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
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1.80	WA STATE DEPT OF REVENUE	ADVERTISING -
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26.98	WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -
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13.55	WA STATE DEPT OF REVENUE	INVENTORY HELD FOR RESALE -
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

121.61	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -
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37.88	WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -
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51.30	WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -
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100,460.65

TOTAL FOR 1400 - PARKS AND RECREATION FUND

1460 - PARKING METER REVENUE FUND

530.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
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50.00	SCHINDLER ELEVATOR 409 N THIERMAN RD STE D	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00582939
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3,078.51	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
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538.90	US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80097042
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	US BANK P CARD PAYMENTS	OPERATING SUPPLIES
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335.99		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP
695.00		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
4,103.22	OR CITY OF SPOKANE	ACH PMT NO. - 80097211
	WA STATE DEPT OF REVENUE	CLOTHING
48.50		-

TOTAL FOR 1460 - PARKING METER REVENUE FUND

9,380.12

1500 - PATHS AND TRAILS RESERVE FUND

3,000.00	SPOKANE ARTS FUND	CONTRACTUAL SERVICES
		ACH PMT NO. - 80097015

TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND

3,000.00

1560 - FORFEITURES & CONTRIBUTION FND

4,189.00	CRAIG MEIDL OR JUSTIN LUNDGREN	CONFIDENTIAL FUNDS
	CRAIG MEIDL TRUSTEE	CHECK NO. - 00582963

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND

4,189.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1620 - PUBLIC SAFETY & JUDICIAL GRANT

28,935.90	CLYDE ARMORY INC	WEAPONS/FIREARMS/SIGNALGUNS
		ACH PMT NO. - 80097053
408.82	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
285.10	US BANK OR CITY TREASURER	SOCIAL SECURITY
	EMP BENEFITS (CITY)	CHECK NO. - 00583029

US BANK P CARD PAYMENTS	OPERATING SUPPLIES
365.40	ACH PMT NO. - 80097042
WA STATE DEPT OF REVENUE	WEAPONS/FIREARMS/SIGNALGUNS
2,604.23	-

32,599.45	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT

1625 - PUBLIC SAFETY PERSONNEL FUND	

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
2,642.24	
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00583016
839.39	
US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
2,035.81	
US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
635.72	

6,153.16	TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND

1630 - COMBINED COMMUNICATIONS CENTER	

GALLS LLC	CLOTHING
14.28	ACH PMT NO. - 80097061
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
476.02	
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00583016
1,462.91	
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT
1,000.00	ACH PMT NO. - 80097040
US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
2,567.81	
US BANK P CARD PAYMENTS	MINOR EQUIPMENT

669.21

ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
98.00	ACH PMT NO. - 80097042

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
5,348.99	

11,637.22

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
483.74	

US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
3,289.17	

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
3,226.96	

6,999.87

TOTAL FOR 1680 - CD/HS OPERATIONS

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT
6,226.50	ACH PMT NO. - 80097042

6,226.50

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE

1970 - FIRE/EMS FUND

4 DEGREE REAL ESTATE	PERMIT REFUNDS PAYABLE
915 W. 2ND AVE	CHECK NO. - 00582954
19.00	

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES
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67.30		ACH PMT NO. - 80097108
	BLACK REALTY MANAGEMENT 801 W RIVERSIDE AVE SUITE 400	PERMIT REFUNDS PAYABLE CHECK NO. - 00582953
38.00		
	BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00582992
812.78		
	BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097062
5,159.60		
	BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80097062
949.39		
	CENTURYLINK	TELEPHONE CHECK NO. - 00582947
271.20		
	CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097117
4,559.06		
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
	COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097000
79.20		
	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
45.00		
	GALLS LLC	CLOTHING ACH PMT NO. - 80097126
5,520.64		
	GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097129
43.43		
	GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80097125
50.74		
	HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80097033
500.00		
	IAN DAHL	PER DIEM ACH PMT NO. - 80097026
116.50		
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING

9,513.62	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
37,431.68	ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583016
0.12	KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80097132
6,998.99	MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097137
523.06	NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097078
56.46	NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80097140
471.49	SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582961
7,728.96	SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097016
4,231.00	SPOKANE FIRE FIGHTERS BENEFIT TRUST	CLOTHING ACH PMT NO. - 80097143
19,000.00	SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80097040
32.70	THE MEN'S WEARHOUSE INC	CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00582956
89.00	TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097018
27,030.00	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

3,804.44	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR

29.39		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT
35.31		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OFFICE SUPPLIES
694.37		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OPERATING SUPPLIES
1,330.40		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP
94.01		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT
47.93		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	POSTAGE
85.31		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PUBLICATIONS
148.42		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
545.00		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES
559.01		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	TELEPHONE
26.66		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY
2,308.60		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT
710.99		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
5,106.60	OR CITY OF SPOKANE	ACH PMT NO. - 80097211

146,865.36 TOTAL FOR 1970 - FIRE/EMS FUND

1980 - DEFINED CONTRIBUTION ADMIN FND

HYAS GROUP LLC
12,000.00

CONTRACTUAL SERVICES
ACH PMT NO. - 80097067

12,000.00

TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND

1990 - TRANSPORTATION BENEFIT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BUDINGER & ASSOCIATES INC
361.33

CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80097050

361.33

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND

3200 - ARTERIAL STREET FUND

CPM DEVELOPMENT CORP DBA
273,344.36

INLAND ASPHALT COMPANY

CONTRACTUAL SERVICES
ACH PMT NO. - 80097068

PARAMETRIX INC
26,230.00

CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80097083

SIMPLIFILE LC
222.95

LEGAL SERVICES
ACH PMT NO. - 80097012

299,797.31

TOTAL FOR 3200 - ARTERIAL STREET FUND

3365 - 2018 UTGO LIBRARY CAPITAL BOND

US BANK P CARD PAYMENTS
19.19

MACHINERY/EQUIPMENT
ACH PMT NO. - 80097042

19.19

TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND

4100 - WATER DIVISION

ANATEK LABS INC

CONTRACTUAL SERVICES

5,219.00		ACH PMT NO. - 80097046
	ANNIKKI CHAMBERLAIN DBA MIMIR WATER	CONTRACTUAL SERVICES ACH PMT NO. - 80097051
5,293.17		
	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097151
203,732.63		
	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097151
470.98		
	CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097159
1,743.51		
	COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	MINOR EQUIPMENT ACH PMT NO. - 80097160
3,956.70		
	COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	REPAIRS/MAINTENANCE ACH PMT NO. - 80097160
4,051.53		
	CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097162
5,264.67		
	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097163
248.10		
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
	COPPER STATE BOLT & NUT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097164
1,567.59		
	CORE & MAIN LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097165
3,488.00		
	CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097165
1,791.96		
	DAN CONKLIN APT 101	REFUNDS CHECK NO. - 00583017
1,197.54		
	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
375.00		
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING

7,655.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
3,659.76	IDEXX DISTRIBUTION GROUP IDEXX LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097184
2,036.43	JAMES TODD WEAR 3010 S POST AVE	REFUNDS CHECK NO. - 00582955
4,854.32	LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097004
2,111.33	NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80097195
108.87	NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097196
299.75	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097148
474.83	OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80097008
274.43	RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097010
1,865.52	SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097200
113.00	SPOKANE CITY TREASURER	DEPOSIT - U-HELP CHECK NO. - 00583023
2,405.39	SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00583023
57.36	SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80097204
916.70	STELLAR INDUSTRIAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097206
92.83	T-MOBILE	CELL PHONE CHECK NO. - 00583027

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

32,224.25	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
163.62	US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097042
449.00	US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097042
66.21	US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097042
3,164.76	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
200.83	US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80097042
1,994.81	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
333.54	US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80097042
6,856.70	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
660.40	US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80097042
2,750.00	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80097042
19,782.25	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097042
654.86	US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80097042
41,747.80	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
1,342.50	VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80097100
	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES

112.58	-	
	WA STATE DEPT OF REVENUE	POWER TOOLS/EQUIPMENT
59.44	-	
	WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES
368.36	-	

378,257.81 TOTAL FOR 4100 - WATER DIVISION

4250 - INTEGRATED CAPITAL MANAGEMENT

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

2,285.91	BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097154
11,668.31	HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097182
815.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
40,290.96	MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097138
11,062.80	OAC SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097197
374,694.50	SPOKANE COUNTY TITLE CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00583003
3,925.87	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
537.00	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042
484.00	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT

OR CITY OF SPOKANE ACH PMT NO. - 80097211
4,760.46

WINSTON & CASHATT PS CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80097024
1,017.50

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT
451,542.31

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80097145
1,528.21

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80097147
698.74

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80097151
1,481.48

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80097151
144.54

CENTURYLINK TELEPHONE
CHECK NO. - 00583006
330.88

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80097163
612.36

DEVRIES INFORMATION MANAGEMENT CONTRACTUAL SERVICES
ACH PMT NO. - 80097168
7.98

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC MEDICAL SERVICES
DBA SPOKANE TESTING SOLUTIONS CHECK NO. - 00583009
215.00

FASTENAL CO MISC REPAIRS/MAINTENANCE
ACH PMT NO. - 80097173
107.47

FASTENAL CO REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80097173
273.84

FROSTY ICE/DIV OF R PLUM CORP REPAIR & MAINTENANCE SUPPLIES

125.69	EMPIRE COLD STORAGE & FROSTY	ACH PMT NO. - 80097175
2,375.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
2,100.00	L&T TRUCK DRIVER TRAINING INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80097133
195.00	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097148
2,405.40	SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00583023
628.25	T-MOBILE	CELL PHONE CHECK NO. - 00583026
9,661.06	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
480.81	US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097042
680.78	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
1,372.67	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
3,755.10	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042
3,092.17	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097042
932.13	US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80097042
12,368.02	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
2,504.62	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097212

48,077.20

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

4320 - RIVERSIDE PARK RECLAMATION FAC

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

271.69	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097111
81.99	CENTURYLINK	TELEPHONE CHECK NO. - 00583006
735.04	CUMMINS NORTHWEST LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097055
170.00	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
6,155.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
15,090.46	INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097069
300.00	NATHAN KING	MINOR SAFETY EQUIPMENT CHECK NO. - 00582998
444.93	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097109
27,051.62	REINER PUMP SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00582960
8,593.02	SERPENTIX CONVEYOR CORP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097088
171.00	TESTAMERICA LABORATORIES INC DBA EUROFINIS TESTAMERICA	TESTING SERVICES CHECK NO. - 00582950
29.75	T-MOBILE	CELL PHONE CHECK NO. - 00583026
28,865.85	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
	US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE

221.12		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	LUBRICANTS
988.09		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT
1,014.23		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OFFICE SUPPLIES
312.44		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OPERATING SUPPLIES
18,387.18		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
353.00-		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES
1,538.46		ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

36,957.65	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
851.21	VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80097212
19.90	WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -
26.48	WA STATE DEPT OF REVENUE	MINOR SAFETY EQUIPMENT -
11.30	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -

147,935.41 TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES

698.73		ACH PMT NO. - 80097147
	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
1,859.54		ACH PMT NO. - 80097151
	AVISTA UTILITIES	UTILITY NATURAL GAS
37.91		ACH PMT NO. - 80097151
	CENTURYLINK	TELEPHONE
360.06		CHECK NO. - 00583006
	CPM DEVELOPMENT CORP DBA	CONSTRUCTION OF FIXED ASSETS
105.09	INLAND ASPHALT COMPANY	ACH PMT NO. - 80097068
	DGT ENTERPRISES LLC	MEDICAL SERVICES
125.00	DBA SPOKANE TESTING SOLUTIONS	CHECK NO. - 00583009
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
1,410.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	NORTH SPOKANE IRRIGATION	PUBLIC UTILITY SERVICE
31.51	DIST #8	CHECK NO. - 00583019
	TESTAMERICA LABORATORIES INC	TESTING SERVICES
135.00	DBA EUROFINS TESTAMERICA	CHECK NO. - 00582950
	US BANK OR CITY TREASURER	SOCIAL SECURITY
4,557.65	EMP BENEFITS (CITY)	CHECK NO. - 00583029
	US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT
2,668.99		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES
7,861.84		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
5,962.71	OR CITY OF SPOKANE	ACH PMT NO. - 80097211

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

332.41	VERIZON WIRELESS	CELL PHONE
		ACH PMT NO. - 80097212
	VERIZON WIRELESS	TELEPHONE

304.68 ACH PMT NO. - 80097212
WA STATE DEPT OF REVENUE REPAIR & MAINTENANCE SUPPLIES
39.14 -

TOTAL FOR 4330 - STORMWATER
26,490.26

4360 - ENVIRONMENTAL PROGRAMS

DANA C ZENTZ CONTRACTUAL SERVICES
7,313.58 DBA FISH BAY RESOURCES LLC ACH PMT NO. - 80097215

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
75.00 % FIRST NATIONAL BANK OF MD CHECK NO. - 00583014

US BANK OR CITY TREASURER SOCIAL SECURITY
243.84 EMP BENEFITS (CITY) CHECK NO. - 00583029

US BANK TRUST NA RETIREMENT
324.64 OR CITY OF SPOKANE ACH PMT NO. - 80097211

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS
7,957.06

4490 - SOLID WASTE DISPOSAL

ATLAS COPCO USA HOLDING INC OPERATING RENTALS/LEASES
33,790.70 dba ATLAS COPCO RENTAL LLC ACH PMT NO. - 80097048

BIG SKY INDUSTRIAL/DIV OF EQUIPMENT REPAIRS/MAINTENANCE
13,169.87 WWSS ASSOCIATES INC ACH PMT NO. - 80097114

CENTURYLINK TELEPHONE
63.46 CHECK NO. - 00582993

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
202.70 ACH PMT NO. - 80097119

DGT ENTERPRISES LLC MEDICAL SERVICES
80.00 DBA SPOKANE TESTING SOLUTIONS CHECK NO. - 00583009

DIVCO INC EQUIPMENT REPAIRS/MAINTENANCE
260.00 ACH PMT NO. - 80097121

820.06	ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80097058
632.83	ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097058
679.79	FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80097124

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

2,085.84	FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097124
1,721.56	FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097124
7.25	GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80097125
867.90	GREENMARK ENTERPRISES LLC DBA KILLER FILTER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097064
500.00	GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00582997
120.96	HITACHI ZOSEN INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097066
3,648.07	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
771.39	KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80097003
686.70	NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097007
47,774.48	ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097141
24,253.22	PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097084
	SITEONE LANDSCAPE SUPPLY LLC	OPERATING SUPPLIES

810.76	ACH PMT NO. - 80097090
SPOKANE COUNTY TREASURER	SPOKANE COUNTY
608.30	ACH PMT NO. - 80097092
US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
22,319.04	
US BANK P CARD PAYMENTS	ADVERTISING
250.00	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	MINOR EQUIPMENT
3,906.76	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	OFFICE SUPPLIES
1,118.65	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	OPERATING SUPPLIES
2,596.47	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT
360.00	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	POSTAGE
128.28	ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT
1,961.99	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES
427.50	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES
20,224.74	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	SMALL TOOLS
282.99	ACH PMT NO. - 80097042
US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
28,328.99	
VERIZON WIRELESS	CELL PHONE

675.26		ACH PMT NO. - 80097020
	WA STATE DEPT OF REVENUE	MINOR EQUIPMENT
113.32		-
	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES
151.71		-
	WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES
716.63		-

217,118.17

TOTAL FOR 4490 - SOLID WASTE DISPOSAL

4500 - SOLID WASTE COLLECTION

293.44	AUCA WESTERN FIRST AID & SAFETY LLC	SAFETY SUPPLIES ACH PMT NO. - 80097022
523.20	C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80097155
360.00	DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00583009
3,770.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
185.30	LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097005
2,405.40	SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00583023
24,078.53	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
751.24	US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
1,320.26	US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

72.90	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042
818.85	US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80097042
32,066.79	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
539.50	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097020
99.02	WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -
6.56	WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -
279.80	WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097023

67,570.79 TOTAL FOR 4500 - SOLID WASTE COLLECTION

4530 - SOLID WASTE LANDFILLS

75.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
396.60	SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80097092
193.00	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
878.10	US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097042
250.72	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
123.90	VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097020

TOTAL FOR 4530 - SOLID WASTE LANDFILLS

1,917.32

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
516.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
2,308.12

US BANK P CARD PAYMENTS CLOTHING
ACH PMT NO. - 80097042
321.24

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS GENERAL REPAIRS/MAINT
ACH PMT NO. - 80097042
481.74

US BANK P CARD PAYMENTS MISC REPAIRS/MAINTENANCE
ACH PMT NO. - 80097042
2,929.33

US BANK P CARD PAYMENTS OPERATING RENTALS/LEASES
ACH PMT NO. - 80097042
311.30

US BANK P CARD PAYMENTS OPERATING SUPPLIES
ACH PMT NO. - 80097042
915.97

US BANK P CARD PAYMENTS OTHER REPAIRS/MAINTENANCE
ACH PMT NO. - 80097042
1,409.08

US BANK P CARD PAYMENTS REGISTRATION/SCHOOLING
ACH PMT NO. - 80097042
453.20

US BANK P CARD PAYMENTS REPAIRS/MAINTENANCE
ACH PMT NO. - 80097042
2,423.43

US BANK P CARD PAYMENTS SMALL TOOLS
ACH PMT NO. - 80097042
851.57

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
2,712.89

WA STATE DEPT OF REVENUE REPAIRS/MAINTENANCE

23.12

-

TOTAL FOR 4600 - GOLF FUND

15,656.99

4700 - DEVELOPMENT SVCS CENTER

81.00	AFFORDABLE HOME INSPECTION LLC 3421 S MYRTLE ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00582951
60.00	EAGLE ELECTRIC PRESTON ENDERSON	PERMIT REFUNDS PAYABLE CHECK NO. - 00582932
2,579.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
45.00	INNOVATIVE ELECT SLTNS LLC JERROD MCCOMB	PERMIT REFUNDS PAYABLE CHECK NO. - 00582933
239.50	JUSTIN SCHMIDT RMDL & DSGN LLC JUSTIN SCHMIDT	PERMIT REFUNDS PAYABLE CHECK NO. - 00582942
45.00	MAINSTREAM ELECTRIC INC TODD DAMSCHEN	PERMIT REFUNDS PAYABLE CHECK NO. - 00582940
313.50	PALMER CONSTRUCTION 12018 E 1ST AVE STE A	PERMIT REFUNDS PAYABLE CHECK NO. - 00582935
313.50	SALAZAR CONSTRUCTION LLC MELVIN SALAZAR	PERMIT REFUNDS PAYABLE CHECK NO. - 00582936

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1,258.70	SIMPLIFILE LC	LEGAL SERVICES ACH PMT NO. - 80097012
650.00	SOLID GROUND REAL ESTATE RICK MARQUARDT	PERMIT REFUNDS PAYABLE CHECK NO. - 00582937
13,026.08	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
	US BANK P CARD PAYMENTS	BANK FEES

186.35		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OFFICE SUPPLIES
494.55		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OPERATING SUPPLIES
43.60		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP
1,922.95		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL)
333.32		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
783.00		ACH PMT NO. - 80097042
	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT
16,387.94		ACH PMT NO. - 80097211
	VERIZON WIRELESS	CELL PHONE
2,303.31		ACH PMT NO. - 80097101
	VERIZON WIRELESS	IT/DATA SERVICES
420.08		ACH PMT NO. - 80097101
	YOST GALLAGHER CONST LLC PO BOX 2983	PERMIT REFUNDS PAYABLE
225.00		CHECK NO. - 00582938
---		-----
41,711.38	TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	
5100 - FLEET SERVICES FUND		

987.19	ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY
		CHECK NO. - 00583004
1,071.86	ADVANCED PAGING & COMMUNICATIONS INC	VEHICLE REPAIR & MAINT SUPPLY
		CHECK NO. - 00583005
16.01	AIR ELECTRIC TOOLS/SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY
		ACH PMT NO. - 80097146
398.05	AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR
		ACH PMT NO. - 80097149

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
34.88	ACH PMT NO. - 80097151

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY
2,601.90	ACH PMT NO. - 80097152
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE
5,978.67	ACH PMT NO. - 80097113
BRAD L WHITE dba SUPERIOR FLUID POWER	VEHICLE REPAIR & MAINT SUPPLY
457.38	ACH PMT NO. - 80097095
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY
21,352.50	ACH PMT NO. - 80097176
CERTIFIED POWER INC	VEHICLE REPAIR & MAINT SUPPLY
976.49	ACH PMT NO. - 80097158
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES
1,770.62	ACH PMT NO. - 80097159
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES
492.93	ACH PMT NO. - 80097116
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS
7,003.09	ACH PMT NO. - 80097161
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE
138.80	ACH PMT NO. - 80097120
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY
6,893.60	ACH PMT NO. - 80097166
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES
45.00	CHECK NO. - 00583009
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	LUBRICANTS
275.07	CHECK NO. - 00582994
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY
684.66	CHECK NO. - 00583010
EVERGREEN STATE TOWING LLC	TOWING EXPENSE

860.56	DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80097172
1,214.20	GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097178
396.25	GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097179
10,688.99	GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097170
1,142.86	HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097181
1,785.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
811.42	INDUSTRIAL BOLT & SUPPLY INC IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097130

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

16,858.60	INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00582995
209.30	INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097185
225.37	KENT D BRUCE COMPANY KENT D BRUCE-OWNER	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582996
43.56	KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097189
156.33	MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097135
1,546.00	MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097193
270.30	NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80097194
	NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY

2,532.13	GENUINE PARTS CO	ACH PMT NO. - 80097194
648.55	NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097080
358.08	O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582959
1,393.27	PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097082
604.64	RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097087
92.65	SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097105
14,834.35	SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097091
605.62	SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097093
476.84	TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097096
1,007.12	TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097097
524.35	TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582966
8,764.94	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
1,253.00	US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

197.28	US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OPERATING SUPPLIES

79.56		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	PERMITS/OTHER FEES
171.00		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY
8,172.99		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
11,513.84	OR CITY OF SPOKANE	ACH PMT NO. - 80097211
	WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY
7.70		-
	WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY
37.18		ACH PMT NO. - 80097103
	WESTSIDE MOTORSPORTS	VEHICLE REPAIR & MAINT SUPPLY
1,462.49		ACH PMT NO. - 80097104
	WINGFOOT COMMERCIAL TIRE	VEHICLE REPAIR & MAINT SUPPLY
60,125.18	SYSTEMS LLC DBA GOODYEAR TIRE	ACH PMT NO. - 80097177
	WYOMING WRECKER LLC	TOWING EXPENSE
103.55	DBA AA ACES TOWING	ACH PMT NO. - 80097107

202,353.75

TOTAL FOR 5100 - FLEET SERVICES FUND

5200 - PUBLIC WORKS AND UTILITIES

74.64	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES
		ACH PMT NO. - 80097163
860.00	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
3,815.81	SPOKANE COUNTY TREASURER	SPOKANE COUNTY
		ACH PMT NO. - 80097092
3,911.43	US BANK OR CITY TREASURER	SOCIAL SECURITY
	EMP BENEFITS (CITY)	CHECK NO. - 00583029
63.29	US BANK P CARD PAYMENTS	OFFICE SUPPLIES
		ACH PMT NO. - 80097042

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING
50.00	ACH PMT NO. - 80097042

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
4,840.23	

13,615.40

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5300 - IT FUND

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES
0.01	ACH PMT NO. - 80097163
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
2,556.00	
IDERA INC	SOFTWARE MAINTENANCE
3,835.71	ACH PMT NO. - 80097183
STRUCTURED COMMUNICATION	SOFTWARE MAINTENANCE
SYSTEMS INC	ACH PMT NO. - 80097207
7,788.70	
US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
14,960.07	
US BANK P CARD PAYMENTS	IT/DATA SERVICES
571.22	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	MINOR EQUIPMENT
14.16	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	OFFICE SUPPLIES
673.52	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	OPERATING SUPPLIES
293.35	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP
115.00	ACH PMT NO. - 80097042
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING

50.00 ACH PMT NO. - 80097042

US BANK P CARD PAYMENTS SOFTWARE MAINTENANCE
120.00 ACH PMT NO. - 80097042

US BANK P CARD PAYMENTS SOFTWARE (NONCAPITALIZED)
376.06 ACH PMT NO. - 80097042

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
16,595.05

TOTAL FOR 5300 - IT FUND
47,948.85

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
120.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
503.81

US BANK P CARD PAYMENTS OPERATING SUPPLIES
182.41 ACH PMT NO. - 80097042

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
681.20

TOTAL FOR 5400 - REPROGRAPHICS FUND
1,487.42

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
500.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
2,134.16

US BANK TRUST NA RETIREMENT

OR CITY OF SPOKANE ACH PMT NO. - 80097211
2,022.96

TOTAL FOR 5500 - PURCHASING & STORES FUND
4,657.12

5600 - ACCOUNTING SERVICES

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80097163
0.52	
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
1,970.00	
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
9,445.77	
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
126.18	
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
10,101.33	

TOTAL FOR 5600 - ACCOUNTING SERVICES
21,643.80

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
260.00	
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
1,505.71	
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80097042
1,011.51	
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80097042
64.88	
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211
2,004.30	

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE
52.33	ACH PMT NO. - 80097020

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT
40.04	-

TOTAL FOR 5700 - MY SPOKANE

4,938.77

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
450.00	

US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
1,944.24	

US BANK P CARD PAYMENTS	POSTAGE
246.81	ACH PMT NO. - 80097042

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
2,209.36	

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT

4,850.41

5800 - RISK MANAGEMENT FUND

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES
0.10	ACH PMT NO. - 80097163

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
35.00	

US BANK OR CITY TREASURER	INSURANCE CLAIMS
LIABILITY CLAIMS	ACH PMT NO. - 80097099
5,107.01	

US BANK OR CITY TREASURER	SOCIAL SECURITY
EMP BENEFITS (CITY)	CHECK NO. - 00583029
93.67	

US BANK TRUST NA	RETIREMENT
OR CITY OF SPOKANE	ACH PMT NO. - 80097211
218.92	

5,454.70 TOTAL FOR 5800 - RISK MANAGEMENT FUND

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80097163
46.79

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
420.00

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
1,344.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS OFFICE SUPPLIES
ACH PMT NO. - 80097042
6.15

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
1,740.00

3,557.73 TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING
% FIRST NATIONAL BANK OF MD CHECK NO. - 00583014
3.75

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583029
14.65

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80097211
18.80

37.20 TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND

5830 - EMPLOYEES BENEFITS FUND

COPIERS NORTHWEST INC MISC SERVICES/CHARGES

0.98		ACH PMT NO. - 80097163
	DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION
13,350.00		ACH PMT NO. - 80097030
	DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS
32,079.81		ACH PMT NO. - 80097167
	ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
235.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	KAISER FOUNDATION HEALTH PLAN	INSURANCE ADMINISTRATION
80,781.23	OF WASHINGTON	ACH PMT NO. - 80097072
	KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS
196,707.89	OF WASHINGTON	ACH PMT NO. - 80097002
	KAISER FOUNDATION HEALTH PLAN	INSURANCE PREMIUMS
20,678.66	OF WASHINGTON	ACH PMT NO. - 80097072
	PREMERA BLUE CROSS	INSURANCE ADMINISTRATION
51,454.10		ACH PMT NO. - 80097037
	PREMERA BLUE CROSS OR	INSURANCE CLAIMS
147,896.31	SPOKANE CITY TREASURER	ACH PMT NO. - 80097086
	US BANK OR CITY TREASURER	SOCIAL SECURITY
777.93	EMP BENEFITS (CITY)	CHECK NO. - 00583029
	US BANK TRUST NA	RETIREMENT
969.46	OR CITY OF SPOKANE	ACH PMT NO. - 80097211

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

605.93	WAPAL FUND	ADVISORY TECHNICAL SERVICE
	WASHINGTON STATE HEALTH CARE	ACH PMT NO. - 80097144

545,537.30

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND

5900 - ASSET MANAGEMENT FUND OPS

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING

315.00	% FIRST NATIONAL BANK OF MD	CHECK NO. - 00583014
	SPOKANE PUMP INC	BUILDING REPAIRS/MAINTENANCE
2,109.19		CHECK NO. - 00583024
	US BANK OR CITY TREASURER	SOCIAL SECURITY
2,169.95	EMP BENEFITS (CITY)	CHECK NO. - 00583029
	US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE
1,057.89		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OFFICE SUPPLIES
673.92		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	OPERATING SUPPLIES
3,967.66		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES
3,517.49		ACH PMT NO. - 80097042
	US BANK TRUST NA	RETIREMENT
2,711.99	OR CITY OF SPOKANE	ACH PMT NO. - 80097211
	WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES
2.10-		-

16,520.99 TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

5903 - PROPERTY ACQUISITION FIRE

35.38	NAPA AUTO PARTS	VEHICLES
	GENUINE PARTS CO	ACH PMT NO. - 80097078
	US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT
215.29		ACH PMT NO. - 80097042
	US BANK P CARD PAYMENTS	VEHICLES
1,002.94		ACH PMT NO. - 80097042

1,253.61 TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE

6080 - POLICE PENSION FUND

US BANK TRUST NA
OR CITY OF SPOKANE
100,000.00

PURCHASE OF INVESTMENTS
ACH PMT NO. - 80097028

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6080 - POLICE PENSION FUND
100,000.00

6100 - RETIREMENT

210.00	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583014
846.96	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00583029
207.35	US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80097042
42.90	US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80097042
1,123.60	US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80097211

TOTAL FOR 6100 - RETIREMENT
2,430.81

6200 - FIREFIGHTERS' PENSION FUND

1,188.30	DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80097030
2,409.00	DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80097167
4,500.00	HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80097067
7,387.40	PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80097037
	PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT

SPOKANE CITY TREASURER ACH PMT NO. - 80097086
7,793.49

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND
23,278.19

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON INSURANCE ADMINISTRATION
ACH PMT NO. - 80097030
985.59

DELTA DENTAL OF WASHINGTON SERVICE REIMBURSEMENT
ACH PMT NO. - 80097167
488.00

PREMERA BLUE CROSS INSURANCE ADMINISTRATION
ACH PMT NO. - 80097037
6,055.95

PREMERA BLUE CROSS OR SERVICE REIMBURSEMENT
SPOKANE CITY TREASURER ACH PMT NO. - 80097086
4,914.76

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6300 - POLICE PENSION
12,444.30

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT SERVICE
IDAHO CHILD SUPPORT RECEIPTING CHECK NO. - 00583007
742.06

DANIEL H BRUNNER, TRUSTEE DANIEL H BRUNNER, TRUSTEE
CHAPTER 13 TRUSTEE CHECK NO. - 00583008
200.00

DIGNITARY PROTECTION TEAM FUND DIGNITARY PROTECTION TEAM FUND
% SPOKANE LAW ENFORCEMENT C U ACH PMT NO. - 80097169
105.00

EDU MEMBERSHIP FUND EDU MEMBERSHIP FUND
% SPOKANE LAW ENFORCEMENT C U ACH PMT NO. - 80097171
20.00

EMPLOYMENT SECURITY DEPT EMPLOYMENT SECURITY DEPT
BENEFIT PAYMENT CONTROL CHECK NO. - 00583012
471.97

HUMAN RESOURCES HUMAN RESOURCES

959.00	RE: PARKING FEES	CHECK NO. - 00583013
264,896.97	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00583014
7,689.53	ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00583014
53,026.23	ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00583015
775.00	ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ICMA ROTH IRA CHECK NO. - 00583016
70,649.14	ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00583016
49,090.83	INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80097187
972.68	JUNE WALLACE	JUNE WALLACE CHECK NO. - 00583032
1,740.00	LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80097190
44.00	LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80097191
2,711.82	M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80097192
162.50	NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00583018
273.50	OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00583020

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

7.00	PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00583021
	POLICE GUILD LEGAL DEFENSE	POLICE GUILD LEGAL DEFENSE

630.00	FUND	ACH PMT NO. - 80097180
418.95	PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00583022
3,571.48	REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80097199
15,088.58	REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80097199
15,794.87	SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80097153
697.50	SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80097201
3,144.50	SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80097202
24,020.99	SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80097198
896.55	SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80097205
90.00	SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80097203
430.00	SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80097208
320.00	SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80097209
297.68	STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00583025
12.50	UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00583028
290.00	UNITED WAY	UNITED WAY ACH PMT NO. - 80097210
288,639.08	US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00583029

US BANK OR CITY TREASURER EMP BENEFITS (CITY) 881,937.97	FIT WITHHOLDING-CITY CHECK NO. - 00583029
US BANK OR CITY TREASURER EMP BENEFITS (CITY) 119,300.50	MEDI WITHHOLDING-CITY CHECK NO. - 00583029
US BANK TRUST NA OR CITY OF SPOKANE 435,347.45	CITY RETIREMENT SYSTEM ACH PMT NO. - 80097211

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA GET PROGRAM 345.00	WA GET PROGRAM CHECK NO. - 00583030
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES 27,307.53	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80097214
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER 15,057.66	WA STATE CHILD SUPPORT CHECK NO. - 00583031
WESTERN STATES POLICE MEDICAL TRUST 650.00	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00583033
WSCCCE, AFSCME, AFL-CIO 320.43	WSCCCE AFSCME AFL CIO CHECK NO. - 00583034

2,289,146.45

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

5,861,027.67

TOTAL CLAIMS

MINUTES OF SPOKANE CITY COUNCIL

Monday, November 29, 2021

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:31 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

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

The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Mumm arrived at 3:54 p.m. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

Advance Agenda Review

The City Council received an overview from staff on the December 6, 2021, Advance Agenda items.

Action to Approve December 6, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 6, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Burke, seconded by Council Member Wilkerson, **to approve** the December 6, 2021, Advance Agenda; **carried unanimously**.

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the November 29, 2021, Current Agenda.

Suspension of Council Rules

Motion by Council Member Burke, seconded by Council Member Kinnear, **to suspend** the Council Rules to modify the agenda; **carried unanimously**.

Resolution 2021-0097 – The Vistas at Beacon Hill (Cross-reference OPR 2016-0987)

Motion by Council Member Cathcart, seconded by Council Member Kinnear, **to adopt** the substitute resolution (RES 2021-0097) (which includes the substitute version of the development agreement); **carried unanimously**.

Emergency Ordinance C36155 (Council Sponsor: Council President Beggs)

Motion by Council Member Burke, seconded by Council Member Wilkerson, **to place** Emergency Ordinance C36155—improving the public works apprenticeship program to match recent updates to state law and increase apprenticeship utilization—on the December 6, 2021, Advance Agenda; **carried 6-1**.

(Clerical Note: Emergency Ordinance C36155 appeared on the November 29, 2021, Current Agenda with a request to suspend Council Rules to add. As noted above, the ordinance was added instead to the December 6, 2021, Advance Agenda.)

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Spokane Airport Board 2022 Budget. (FIN 2021-0002) (Council Sponsor: Council President Beggs)

Five-Year Value Blanket Order with CDA Redi Mix & Precast, Inc. (Coeur d'Alene, ID) for precast concrete products to be ordered by the Water & Hydroelectric Services and

Wastewater Maintenance Departments on an as-needed basis—\$250,000. (OPR 2021-0766 / BID 5516-21) (Council Sponsor: Council Member Wilkerson)

Updated Five-year Contract with Cale America, Inc., dba Flowbird (Clearwater FL) for CWT Touch kiosks to replace existing 10 kiosks and current paid parking equipment located in and around downtown Spokane—\$2,932,000. (Previously approved by City Council on August 2, 2021) (OPR 2021-0503 / RFP 5207-19) (Council Sponsor: Council Member Stratton)

Three-Year Leases of Ford Rangers from Enterprise Services for:

a. Code Enforcement—\$18,595.44 (\$516.41/month). (OPR 2021-0767)

b. Riverside Park Water Reclamation Facility—\$18,595.44 (\$516.41/month). (OPR 2021-0768)

(Council Sponsor: Council Member Wilkerson)

Contract with Pro Mechanical Services Inc. (Spokane Valley, WA) for replacement of the HVAC boiler for Station 1/Fire Administration—\$121,750 (plus tax). (OPR 2021-0769) (Relates to Special Budget Ordinance C36146) (Council Sponsor: Council Member Kinneary)

Contract with Matrix Consulting Group (San Mateo, CA) for consultant review of current City practices within the Police and Fire Departments to determine the root causes of overtime—\$109,800. (OPR 2021-0770) (Council Sponsor: Council Member Cathcart)

Contract Extension with Infinite Innovations, LLC (Hayden, ID) to provide JustWare operational support and maintenance and complete critical path activities for the eSeries project from January 1, 2022 through December 31, 2022—\$122,700. (OPR 2020-0028) (Council Sponsor: Council Member Wilkerson)

Contract Amendment with Volt Workforce Solutions (Spokane Valley, WA) for project management and Business/Technical Analyst Services from January 1, 2022, through December 31, 2022—\$240,000. (OPR 2017-0876) (Council Sponsor: Council Member Wilkerson)

Requesting approval for the accounts receivable associated with the uncollectable parking revenue to be written off to bad debt expense in the Parking Services Fund—\$133,370.37. (OPR 2021-0771) (Council Sponsor: Council Member Wilkerson)

Interlocal Agreement establishing the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency for the Envision Center over the life of the agreement—\$169,157. (OPR 2021-0616) (Council Sponsor: Council President Beggs)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 19, 2021, total \$12,578,442.12 (Check Nos.: 582698-582830; ACH Payment Nos.: 96609-96842), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,887,645.32. (CPR 2021-0002)

City Council Meeting Minutes: November 15, 2021. (CPR 2021-0013)

Award of T-RAP funds from the WA State Department of Commerce to Geocko, Inc. dba Live Stories (OPR 2021-0696) (taken separately) (Council Sponsor: Council Member Wilkerson)

Following Council commentary, the following action was taken:

Upon 6-0 Voice Vote (Council Member Burke abstaining), the City Council **approved** permission to award T-RAP funds from the WA State Department of Commerce to Geocko, Inc. dba LiveStories—\$10,540,405. [LiveStories Award: \$10,276,895; City Admin: \$263,510 (\$2.5%)]

Council Recess/Executive Session

The City Council adjourned at 4:14 p.m. No Executive Session was held. The City Council reconvened at 6:03 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Roll Call

On roll call, Council President Beggs, and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

Director of Policy and Government Relations Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

MAYORAL PROCLAMATION

December 1, 2021 *World Aids Day in Spokane*

Council Member Wilkerson read the proclamation. Grant Ogren, Executive Director of Spokane Aids Network, virtually accepted the proclamation and remarked on the event.

ADMINISTRATIVE REPORT

Human Rights Report – Office of Civil Rights Proposal

Lance Kissler, Spokane Human Rights Chair, provided an overview of the background and history of the Office of Civil Rights Task Force. Mr. Kissler, Pui-Yan Lam, Kurtis Robinson, and Jarrell Haynes then presented a proposal for an Office of Civil Rights, Equity & Inclusion.

Community-Minded Enterprises

Lee Williams, CEO – Community-Minded Enterprises, along with colleagues, presented a report on Community-Minded Enterprises. The mission for Community-Minded Enterprises is to advance the quality of life for all the people in Spokane and across the State of Washington, especially for those who may lack the resources and are historically marginalized.

BOARDS AND COMMISSION APPOINTMENTS

Reappointments to the Spokane Airport Board (CPR 1982-0071) and Bicycle Advisory Board (CPR 1992-0059)

Upon Unanimous Voice Vote, the City Council **approved** (and thereby confirmed) the following reappointments:

- Reappointment of Jennifer West to the Spokane Airport Board to serve a three-year term from January 1, 2020, to December 31, 2024. (CPR 1982-0071)
- Reappointment of Grant Shipley and Taylor Stevens to the Bicycle Advisory Board to serve a three-year term from December 1, 2021, to November 30, 2024. (CPR 1992-0059)

There were no **Council Committee Reports**.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36145 (Council Sponsor: Council Member Wilkerson)

Subsequent to public testimony and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36145** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Asset Management Capital Fund

(1) Increase revenue by \$250,000.

(A) \$250,000 of the increased revenue represents a transfer in from the General Fund.

(2) Increase expenditures by \$250,000.

(A) \$250,000 of the increased expenditure is provided solely for capital improvements to the Cannon Street Shelter, including the addition of supplementary shelter structures on the premises to be used for providing shelter to persons who have been exposed to COVID-19.

(This action allows for capital improvements to the Cannon Street shelter.)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36146 (Council Sponsor: Council Member Kinnear)

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36146** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Asset Management Fund

(1) Increase appropriation by \$133,000.

(A) \$133,000 of the increased appropriation is provided solely for emergency capital outlay and machinery & equipment expenses.

(B) The increase in appropriation is from the Asset Management Fund's Unappropriated Reserves.

(This action allows for the purchase of a replacement boiler for Fire Station 1.)
(Relates to OPR 2021-0769 under the 3:30 p.m. Consent Agenda) (Council Sponsor: Council Member Kinnear)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36147 (Council Sponsor: Council Member Wilkerson)

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36147** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

(1) Decrease revenue by \$1,575,000.

(A) \$1,575,000 of the decreased revenue represents the estimated amount that was to be reimbursed by the Federal Emergency Management Agency. The reimbursement will shift to the Arterial Street Fund.

(2) Decrease appropriation by \$1,575,000.

(A) \$1,575,000 of the decreased appropriation was provided to the Engineering Services department solely for the purpose of emergency work related to the Clarke Avenue landslide. The emergency work will shift to the Arterial Street fund.

and

Arterial Street Fund

(1) Increase revenue by \$2,100,000.

(A) \$1,575,000 of the increased revenue represents the estimated amount to be reimbursed by the Federal Emergency Management Agency.

(B) \$525,000 of the increased revenue represents a transfer in from the General Fund.

(2) Increase appropriation by \$2,100,000.

(A) \$2,100,000 of the appropriation is provided solely for the purpose of emergency work related to the Clarke Avenue landslide.

(This action funds necessary operation expenses related to the emergency situation created by the Clarke Ave. Landslide.)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36148 (Council Sponsor: Council Member Wilkerson)

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36148** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Iron Bridge TIF Debt Service Fund

1) Increase appropriation by \$200.

A) \$200 of the increased appropriation is provided solely for debt payment.

and

University District LRF Debt Service Fund

1) Increase appropriation by \$1.

A) \$1 of the increased appropriation is provided solely for debt payment.

and

Golf Fund

1) Increase appropriation by \$340,745.

A) \$340,745 of the increased appropriation is provided solely for other improvements including roof and HVAC replacement.

(This action allows for adjusting appropriation authority in selected funds.)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36149 (Council Sponsor: Council Member Wilkerson)

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36149** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year

ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

(1) Decrease the appropriation for the Probation Officer I position in the Community Justice Services department by \$12,545.

(2) Increase the appropriation for operating lease in the Community Justice Services department by \$12,545.

(3) Decrease the appropriation level for the Court Clerk I position in the Municipal Court department by \$77,500.

(4) Increase the appropriation level for operating lease in the Municipal Court department by \$77,500.

(A) There is no change to the appropriation level in the General Fund.

(This action allows for increasing the operating lease budget to pay the 2020 Public Safety Building and Courthouse Annex joint-use rent.)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Special Budget Ordinance C36150 (Council Sponsor: Council Member Kinnear)

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36150** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Fire/EMS Fund

1) Increase revenue by \$756,812

a. Revenue received by the department as reimbursement of costs incurred responding to regional fire mobilizations

2) Increase appropriations by \$756,812

a. Increase in appropriations to offset costs incurred responding to regional fire mobilizations

b. Costs related to overtime/backfill, and travel/lodging

(This action allows for funding of unbudgeted costs related to responding to regional wildfire mobilizations.)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2021-0091 (Deferred from November 1, 2021, Agenda) (Council Sponsor: Council Member Cathcart)

Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2021-0091** approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070.

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

Resolution 2021-0098 (Council Sponsor: Council Member Wilkerson)

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **adopted Resolution 2021-0098** forming an ad hoc equity subcommittee of the City Council's Finance and Administration Committee.

Ayes: Beggs, Burke, Kinnear, Mumm, Stratton, and Wilkerson
Nays: Cathcart
Abstain: None
Absent: None

Resolution 2021-0097 (as substituted during the 3:30 p.m. Administrative Session) (Council Sponsor: Council Member Cathcart)

Subsequent to an overview of Resolution 2021-0097 by Council President Beggs, public testimony, and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **adopted Resolution 2021-0097** approving an extension of a development agreement regarding the preliminary plat and planned unit development referred to as The Vistas at Beacon Hill.

Ayes: Beggs, Cathcart, Kinnear, Stratton, and Wilkerson
Nays: Burke and Mumm
Abstain: None
Absent: None

FINAL READING ORDINANCES

For Council action on Final Readings C36139 through C36144, see section of minutes under “Hearings.”

FIRST READING ORDINANCES

The following Ordinance was read for the first time, with further action deferred. There was an opportunity for public testimony on the first reading ordinance, with no individuals requesting to speak.

ORD C36151 Updating the framework for the Downtown Parking and Business Improvement Area; amending SMC sections 4.31.020, 4.31.030, 4.31.040, 4.31.080, 4.31.090 and 4.31.140. (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

There were no **Special Considerations**.

HEARINGS

Final Reading Ordinance C36139 (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)

City Planner Kevin Freibott provided an overview of Final Reading Ordinance C36139. Subsequent to public testimony from one individual and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36139** relating to application Z20-194COMP, and amending Map LU 1, Land Use Plan Map, of the City’s Comprehensive Plan from “Light Industrial” to “Centers and Corridors Core” for approximately 2.5

acres located at 120 North Magnolia Street (Parcel 35163.3001) and amending the Zoning Map from “Light Industrial (LI)” to “Centers And Corridors Type 1, Employment Center (CC1-EC).”

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Final Reading Ordinance C36140 (By a vote of 6 to 2, the Plan Commission recommends approval) (Council Sponsor: Council Member Kinnear)

City Planner Kevin Freibott provided an overview of Final Reading Ordinance C36140. Subsequent to public testimony from one individual and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36140** relating to application Z20-206COMP, amending Map LU 1, Land Use Plan Map, of the City’s Comprehensive Plan from “Residential 4-10” to “Residential 15-30” for approximately 3.9 acres located at 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 East Cleveland Avenue (Parcels 35082.0919 through 0933) and amending the Zoning Map from “Residential Single Family (RSF)” to “Residential Multifamily (RMF).”

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

Nays: None

Abstain: None

Absent: None

Final Reading Ordinance C36141 (By a vote of 8 to 0, the Plan Commission recommends approval) (Council Sponsor: Council Member Kinnear)

City Planner Kevin Freibott provided an overview of Final Reading Ordinance C36141. Subsequent to public testimony from two individuals and Council commentary, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C36141 until the Monroe transition study is done; **rejected 3-4.**

Ayes: Kinnear, Mumm, and Stratton

Nays: Beggs, Burke, Cathcart, and Wilkerson

Abstain: None

Absent: None

After additional Council commentary was held, the following action was taken:

Upon 5-2 Roll Call Vote, the City Council **passed Final Reading Ordinance C36141** relating to application file Z20-207COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "General Commercial" for approximately 0.16 acres located at 1015 West Montgomery Avenue (Parcel 35073.2505) and amending the Zoning Map from "Residential Single Family (RSF)" to "Centers and Corridors Type 2, District Center (CC2-DC)."

Ayes: Beggs, Burke, Cathcart, Kinnear, and Wilkerson
Nays: Mumm and Stratton
Abstain: None
Absent: None

Final Reading Ordinance C36142 (By a vote of 8 to 0, the Plan Commission recommends approval) (Council Sponsor: Council Member Kinnear)

City Planner Kevin Freibott provided an overview of Final Reading Ordinance C36142. Subsequent to public testimony from one individual and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36142** relating to application file Z20-208COMP and amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 10-20" to "Residential 15+" for approximately 1.31 acres located at 1014, 1022, 1028 West Sinto Avenue and 1011, 1017, 1023, 1027 West Maxwell Avenue (Parcels 35182.2401 through 35182.2407 & 35182.2409) and amending the Zoning Map from "Residential Two Family (RTF)" to "Residential High Density, 55-foot max height (RHD-55)."

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

Final Reading Ordinance C36143 (By a vote of 8 to 0, the Plan Commission recommends approval) (Council Sponsor: Council Member Kinnear)

City Planner Kevin Freibott provided an overview of Final Reading Ordinance C36143. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36143** relating to application file Z20-209COMP and amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan

from “Residential 10-20” to “Centers and Corridors Core” for approximately 1.9 acres located at 1025 West Spofford Ave (Parcel 35076.3915) and amending the Zoning Map from “Residential Two Family (RTF)” to “Centers and Corridors Type 1, District Center (CC1-DC).”

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

Final Reading Ordinance C36144 (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)

City Planner Kevin Freibott provided an overview of Final Reading Ordinance C36144. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C36144** relating to proposal file Z21-022COMP and amending Comprehensive Plan Map TR-5, proposed Bike Network Map, in various locations Citywide.

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

Continuation of Hearing on Proposed 2022 Budget (continued from November 22, 2021) (FIN 2021-0001)

The City Council continued its hearing on the Proposed 2022 Budget. Following public testimony, Council President Beggs requested a motion to continue the budget hearing to December 6. The following action was taken:

Motion by Council Member Burke, seconded by Council Member Kinnear, **to continue** the Public Hearing on the 2022 Proposed Budget to December 6; **carried unanimously.**

OPEN FORUM

The following individuals spoke during Open Forum:

- Rick Matters
- Nicolette Ocheltree

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:54 p.m.

Minutes prepared and submitted for publication in the November 24, 2021, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2021.

Breean Beggs
City Council President



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 1991-0068
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0520 APPOINTMENT TO SPOKANE HUMAN RIGHTS COMMISSION

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

Agenda Wording

Appoint Alex Knox to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

Summary (Background)

Appoint Alex Knox to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	lkissler@spokanecity.org

Additional Approvals

<u>Purchasing</u>	

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

12/13/2021

Date Rec'd

11/29/2021

Clerk's File #

CPR 2006-0042

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

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

0520 REAPPOINTMENT TO ETHICS COMMISSION

Agenda Wording

Reappoint Merl Iverson and Gail Heck-Sweeney to a three-year term on the Ethics Commission to serve from 1/1/2022 to 12/31/2024

Summary (Background)

Reappoint Merl Iverson and Gail Heck-Sweeney to a three-year term on the Ethics Commission to serve from 1/1/2022 to 12/31/2024

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

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

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sfaggiano@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 1981-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording

Reappoint Carole Shook to a four-year term on the Plan Commission to serve from 1/1/2022 to 12/31/2025

Summary (Background)

Reappoint Carole Shook to a four-year term on the Plan Commission to serve from 1/1/2022 to 12/31/2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	lmeuler@spokanecity.org

Additional Approvals

Purchasing



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	CPR 1981-0040
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0520 REAPPOINTMENT TO SPOKANE REGIONAL CLEAN AIR AGENCY

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

Agenda Wording

Reappoint Jim Simon to a four-year term as the City of Spokane Representative on the Spokane Regional Clean Air Agency to serve from 1/1/2022 to 12/31/2025

Summary (Background)

Reappoint Jim Simon to a four-year term as the City of Spokane Representative on the Spokane Regional Clean Air Agency to serve from 1/1/2022 to 12/31/2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	COTE, BRANDY
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	tdelbridge@spokanecity.org
	SWindsor@spokanecleanair.org

Additional Approvals

<u>Purchasing</u>	

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36157

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDING THE DUTIES AND FUNCTIONS OF THE PARKING SERVICES DEPARTMENT

Agenda Wording

An ordinance re-aligning parking services into its own stand-alone department; amending section 03.01A.520; adopting a new section 03.01A.254 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The current organization structure has development services, code enforcement and parking combined under one department. The City Council sees benefit in separating these functions into two separate departments. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36157

An ordinance re-aligning parking services into its own stand-alone department; amending section 03.01A.253; adopting a new section 03.01A.254 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

WHEREAS, the current organization structure has development services, code enforcement and parking combined under one department; and

WHEREAS, the City Council sees benefit in separating these functions into two separate departments; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget; and

WHEREAS, determinations of the roles, duties, powers, and organization of city administrative departments are necessary for the support of City government and its existing institutions, and this requires that this ordinance be made effective immediately upon passage at the same time as the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.253 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.253 Development Services Center((,)) and Code Enforcement ((and Parking Services))

A. The development services center ((,)) and code enforcement ((and parking services)) department performs the following functions:

1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.
2. Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.

~~((3. Coordinates the operation of parking services provided by the city including parking enforcement.))~~

B. The building official is appointed by the mayor.

Section 2. That there is adopted a new section 03.01A.254 of the Spokane Municipal Code to read as follows:

Section 03.01A.254 Parking Services

The parking services department coordinates the operation of parking services provided by the city including parking enforcement.

Section 3. Emergency Clause and Effective Date. That pursuant to Section 25 of the City Charter, which requires that “[a]dministrative departments shall be created or discontinued by the city council at the time of the adoption of the annual budget, as the public business may demand,” and because this ordinance is necessary for the immediate support of City government and its existing institutions, pursuant to Section 19(A)(1) of the City Charter, this ordinance shall be effective immediately upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
12/13/2021

<u>Date Rec'd</u>	12/1/2021
<u>Clerk's File #</u>	ORD C36158
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Emergency Ordinance
<u>Agenda Item Name</u>	0320 - AMENDING FUNCTIONS OF COMMUNITY & ECONOMIC DEVEL. SERVICES DEP'T.

Agenda Wording

An ordinance amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The current description for the Community and Economic Development Services Department is overly broad. The City Council desires to add a greater level of specificity to the functions of the Community and Economic Development Services department. Administrative department roles, powers, functions, and duties are amended at the time of the adoption of the annual budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Approvals

Dept Head MCCLATCHEY, BRIAN

Division Director

Finance

Legal

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES Comm., 11/22/2021

Council Sponsor CP Beggs

Distribution List

ORDINANCE NO C36158

An ordinance amending the duties and functions of the community and economic development services department; amending section 03.01A.367 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

WHEREAS, the current description for the Community and Economic Development Services Department is overly broad; and

WHEREAS, the City Council desires to add a greater level of specificity to the functions of the Community and Economic Development Services department; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget; and

WHEREAS, determinations of the roles, duties, powers, and organization of city administrative departments are necessary for the support of City government and its existing institutions, and this requires that this ordinance be made effective immediately upon passage at the same time as the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.367 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.367 Community and Economic Development Services

- A. The division of community and economic development services administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives with a primary purpose of growing and enhancing existing City of Spokane businesses while targeting specific industries and businesses that provide quality, high wage jobs and are beneficial to the City. This includes serving as liaison to local tribes, public development authorities, business improvement districts, neighborhood business associations and regional economic development organizations.
- B. The division director of community and economic development services is responsible for the leadership and management of the division and various departments under the supervision of the division.

Section 2. Emergency Clause and Effective Date. That pursuant to Section 25 of the City Charter, which requires that “[a]dministrative departments shall be created or

discontinued by the city council at the time of the adoption of the annual budget, as the public business may demand,” and because this ordinance is necessary for the immediate support of City government and its existing institutions, pursuant to Section 19(A)(1) of the City Charter, this ordinance shall be effective immediately upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36159

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - ESTABLISHING THE OFFICE OF CIVIL RIGHTS, EQUITY, AND INCLUSION

Agenda Wording

An ordinance establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The 2021 City of Spokane Budget included the new position of Civil Rights Officer. The City Council seeks to establish a greater level of emphasis and significance in the areas of Civil Rights, Equity and Inclusion. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36159

An ordinance establishing a new office of civil rights, equity, and inclusion; adopting a new section 03.01A.252 of the Spokane Municipal Code; declaring an emergency and setting an effective date.

WHEREAS, the 2021 City of Spokane Budget included the new position of Civil Rights Officer; and

WHEREAS, the City Council seeks to establish a greater level of emphasis and significance in the areas of Civil Rights, Equity and Inclusion; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget; and

WHEREAS, the creation of, and determinations of the roles, duties, powers, and organization of city administrative departments are necessary for the support of City government and its existing institutions, and this requires that this ordinance be made effective immediately upon passage at the same time as the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 03.01A.252 of the Spokane Municipal Code to read as follows:

Section 03.01A.252 Office of Civil Rights, Equity and Inclusion

- A. The office of civil rights, equity and inclusion department is established to provide citywide leadership and guidance in the areas of civil rights, equity and inclusion. It shall promote the removal of historical and existing barriers to access to services within the boundaries of The City of Spokane and work to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the City of Spokane through public education and outreach.
- B. This Office is a new department with the organization structure of the City of Spokane and will report to the City Administrator. The head of the Office of Civil Rights, Equity and Inclusion will be a Director level position within the organization.

Section 2. Emergency Clause and Effective Date. That pursuant to Section 25 of the City Charter, which requires that “[a]dministrative departments shall be created or discontinued by the city council at the time of the adoption of the annual budget, as the public business may demand,” and because this ordinance is necessary for the immediate support of City government and its existing institutions, pursuant to Section 19(A)(1) of the City Charter, this ordinance shall be effective immediately upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	RES 2021-0100
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4700 - STREET VACATION OF PERRY ST. BETWEEN CELESTA AND HARTSON

Agenda Wording

Resolution setting hearing before the City Council for January 24, 2022 for the vacation of Perry St. between Hartson and Celesta, as requested by the owners of the Liberty Park Apartments

Summary (Background)

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

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u> PIES 11/22/2021
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u> CM Betsy Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	edjohnson@spokanecity.org
<u>Additional Approvals</u>		kbecker@spokanecity.org
<u>Purchasing</u>		rbenzie@spokanecity.org
		smaclonald@spokanecity.org

RESOLUTION 2021-0100

WHEREAS, on September 2, 2021, the Spokane City Council received a petition for the vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on January 24, 2022, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney




P2107037VACA



**Right-of-way Description:
Perry Street from the north line of
Hartson Ave to the south line of Celesta Ave**

Legend

 **Proposed Vacation**

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





Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	11/29/2021
Clerk's File #	RES 2021-0101
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	SAM FAGGIANO 6818
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving Settlement Agreement and General Release of All Claims of F. Scott Garske and Rebecca C. Garske for \$87,500.00 settled through mediation.

Summary (Background)

Approving settlement of claim following mediation conducted with Frank Hoover for \$87,500.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 87,500.00

Select \$

Select \$

Select \$

Budget Account

5800-78100-19000-54601

#

#

#

Approvals

Dept Head ORMSBY, MICHAEL

Division Director

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES 112221

Council Sponsor C.P. Beggs

Distribution List

SFaggiano@spokanecity.org

James.Scott@davies-group.com

MOrmsby@spokanecity.org

RKokot@spokanecity.org

TStrothman@spokanecity.org

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on June 8, 2020 a claim for damages was filed with the City of Spokane by F. SCOTT GARSKE and REBECCA C. GARSKE (Plaintiffs), arising out of an incident occurring on April 13, 2020, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, on January 8, 2021, Plaintiffs subsequently commenced an action in the Superior Court of Spokane County, under the caption "F. SCOTT GARSKE AND REBECCA C. GARSKE PLAINTIFFS V. NANCY L. OTHMER; AND THE CITY OF SPOKANE, a municipal corporation Defendants" Cause No. 21-2-00055-32 alleging various state causes of action seeking economic and non-economic damages, as more fully described in the Complaint filed in said cause; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to release any and all claims against the City of Spokane as well as to dismiss with prejudice the underlying lawsuit as against the City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00), to be paid to Plaintiffs through their counsel, Patrick J. Cronin, with the law firm of Winston & Cashatt, in trust for F. SCOTT GARSKE and REBECCA C. GARSKE, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiffs will provide a signed release fully extinguishing all claims by Plaintiffs in connection with the incident, dismissing their lawsuit with prejudice as against the City of Spokane and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/13/2021

Date Rec'd

12/7/2021

Clerk's File #

RES 2021-0102

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

HUMAN RESOURCES

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

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0620 RESOLUTION APPOINTING CHHS DIRECTOR

Agenda Wording

Resolution Appointing Jennifer Cerecedes as Community, Housing and Human Services Director

Summary (Background)

Resolution Appointing Jennifer Cerecedes as Community, Housing and Human Services Director

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**STEINOLFSON,
MEGHANN**Study Session\Other**

NA

Division DirectorSTEINOLFSON,
MEGHANN**Council Sponsor**

CP Beggs, CM Wilkerson

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

msteinolfson@sopkanecity.org

For the Mayor

PERKINS, JOHNNIE

jquick@spokanecity.org

Additional Approvals

rcouch@spokanecity.org

Purchasing

Briefing Paper

Division & Department:	Human Resources
Subject:	Council Confirmation of Mayoral Appointee
Date:	December 7, 2021
Contact (email & phone):	Meghann Steinolfson msteinolfson@spokanecity.org 625-6903
City Council Sponsor:	Council President Beggs and Council Member Wilkerson
Executive Sponsor:	Nadine Woodward, Mayor
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 03.01A.195 Department Head Approval Process SMC 03.01A.250 Community, Housing and Human Services
Strategic Initiative:	21 st Century Workforce
Deadline:	December 13, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Confirm the Appointment of Jennifer Cerecedes to Community, Housing and Human Services Director
<p><u>Narrative:</u> All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03 01A.195.</p>	
<p><u>Executive Summary:</u></p> <p><u>Appointment of Jennifer Cerecedes to Community, Housing and Human Services Director</u></p> <ul style="list-style-type: none"> The Community, Housing and Human Services Director recruitment opened on July 30th and closed on September 13th. 38 applications were received; 17 met the minimum qualifications. 8 applicants were selected for and participated in interviews. Jennifer Cerecedes was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Community, Housing and Human Services Director. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION 2021-0102

A resolution approving the appointment of Jennifer Cerecedes as Director of Community, Housing and Human Services for the City of Spokane.

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

WHEREAS, Section 5.2 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Jennifer Cerecedes as Director of Community, Housing and Human Services for the City of Spokane.

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

PASSED BY THE CITY COUNCIL ON _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36156

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDING THE ORGANIZATION OF THE POLICE DEPARTMENT

Agenda Wording

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO C36156

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.375 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That section 03.01A.385 of the Spokane Municipal Code is repealed in its entirety.

Section 3. That section 03.01A.390 of the Spokane Municipal Code is repealed in its entirety.

Section 4. That section 03.01A.400 of the Spokane Municipal Code is repealed in its entirety.

Section 5. That this ordinance shall be effective May 31, 2022 to provide time to designate and fund new classified positions that will replace the exempt positions eliminated with these departments. This ordinance shall have no effect on the employment status of any person who holds an exempt position as of December 1, 2021 within a department which was eliminated by this ordinance. Such employees shall continue in their current exempt position until they voluntarily leave city service or are reassigned or terminated by the Chief of Police.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

12/06/2021

Date Rec'd

11/30/2021

Clerk's File #

ORD C36160

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

CITY ATTORNEY

Contact Name/PhoneMARY 6289
MURAMATSU**Project #****Contact E-Mail**

MMURAMATSU@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 ORDINANCE RELATING TO CRIMES INVOLVING DRUG POSSESSION

Agenda Wording

An ordinance relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code.

Summary (Background)

The proposed ordinance incorporates into the Spokane Municipal Code Washington's newly revised drug possession offenses and their penalties, which are now misdemeanors; Adoption of this ordinance ensures that these crimes may be prosecuted in the Spokane Municipal Court; and Persons contacted will be referred to drug treatment on their first two contacts, and the Community Justice Services Department will implement a process to connect these individuals to treatment.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

8/30/2021

Division Director**Council Sponsor**

Council Member Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

cmeidl@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

eolsen@spokanepolice.org

Additional Approvals

jbingham@spokanecity.org

Purchasing

hdelaney@spokanecity.org

mmuramatsu@spokanecity.org

mormsby@spokanecity.org

ORDINANCE NO C36160

An ordinance relating to crimes involving drug possession, enacting new sections 10.15.225 and 10.15.230 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 10.15.225 of the Spokane Municipal Code to read as follows:

Section 10.15.225 Crimes Involving Drug Possession

The following Revised Code of Washington (RCW) sections, including all future amendments, additions, or deletions, are hereby adopted by reference and shall be given full force and effect as if fully set forth herein, including penalties.

RCW 69.50.4011 Unlawful Possession of a Counterfeit Substance
RCW 69.50.4013 Unlawful Possession of a Controlled Substance
RCW 69.50.4014 Unlawful Possession of 40 grams or less of Marijuana
RCW 69.41.030(2)(b) Unlawful Possession of a Legend Drug
RCW 69.50.412 Unlawful Use of Drug Paraphernalia

Section 2. That there is adopted a new section 10.15.250 of the Spokane Municipal Code to read as follows:

Section 10.15.230 Referral, Assessment and Diversion of Drug Violators

(1) For all individuals who otherwise would be subject to arrest for violations of RCW 69.50.4011, RCW 69.50.4013, RCW 69.50.4014 and RCW 69.41.030(2)(b), in lieu of jail booking and referral to the prosecutor, law enforcement shall offer a referral to assessment and services available pursuant to RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include the recovery navigator program established under state law.

(2) If law enforcement agency records reflect that an individual has been diverted to referral for assessment and services twice or more previously, officers may, but are not required to, make additional diversion efforts.

(3) Nothing in this section precludes prosecutors from diverting or declining to file any charges for possession offenses that are referred under RCW 69.50.4011, RCW 69.50.4013, RCW 69.50.4014 and RCW 69.41.030(2)(b) in the exercise of their discretion.

Section 3. SMC sections 10.15.100 and 10.15.120 and Chapter 10.15A SMC are hereby repealed.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	City Legal
Subject:	Drug Violators – Diversion – Penalty
Date:	July 9, 2021
Contact (email & phone):	Mary Muramatsu mmuramatsu@spokanecity.org (509) 625-6225
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	PSCHC
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

In February of 2021, the Washington Supreme Court in State v. Blake, 197 Wn.2d 170 (2021) ruled unconstitutional RCW 69.50 4013(1) (regarding the simple possession of controlled substances) because it did not require proof of a mental state. Without proof of “knowledge” or “intent”, such convictions violate due process. Blake effectively invalidated all convictions for simple possession, including those prosecuted under the City’s municipal code, which mirrored state law in its elements of proof.

In response to Blake, the Washington legislature passed ESB 5476, which amended the drug possession statute in several ways. First, the legislature added the word “knowing”, which corrected the constitutional defect identified in Blake.

In revising the drug possession statute, the legislature lowered the penalty for drug possession from a felony to a simple misdemeanor. The legislature also added the mental state of “knowing” to possession of marijuana, possession of counterfeit drugs and legend drugs. They also decriminalized the use of drug paraphernalia for purposes of “ingesting or injecting or otherwise introducing drugs into the body.” It is still a misdemeanor, however, use drug paraphernalia to cultivate or to grow.

Law enforcement officers who encounter individuals in violation of this law are required, on the person’s first and second violation, to refer that person to drug treatment rather than citing them with a crime. To ensure that the law enforcement referral to treatment results in the individual being connected to services, the Community Justice Services Department, (formerly Municipal Court Probation) has indicated its intent to hire one FTE to coordinate this process.

The changes made in Washington law expire on July 1, 2023 and therefore may be extended or further revised on or before that date. Incorporation of this law into Spokane’s Municipal Code will not be impacted by any future changes, however, since the proposed ordinance contains language which contemplates further revision and will therefore be automatically updated.

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36161

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

PAUL INGIOSI 509-625-6061

Project #**Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0410 - 2022 BUDGET ADOPTION

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2022, making appropriations in the various funds of the City of Spokane for the year ending December 31, 2022, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2021.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

INGIOSI, PAUL

Study Session\OtherBudget Workshops -
October; Budget Hearing
- 11/8**Division Director**

WALLACE, TONYA

Council Sponsor

Council President Beggs

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

twallace@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

budget@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO C36161

An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2021; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2021, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2022 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2022, as set forth in the document attached hereto and entitled, "2022 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2022 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2022 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2022 as set forth in the 2022 Annual Budget.

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$216,530,800	\$0	\$216,530,800	\$216,530,800
Special Revenue Funds				
Street Maintenance	27,700,139	10,843,688	38,543,827	27,666,645
Code Enforcement	2,634,791	309,502	2,944,293	2,939,983
Library	11,674,727	4,299,030	15,973,757	11,640,114
Historic Preservation Incentive	9,180	17,714	26,894	15,000
Pension Contributions (LEOFF)	10,544,542	-	10,544,542	10,544,542
Miscellaneous Grants	635,000	-	635,000	635,000
Domestic Violence Prevention	500	4,172	4,672	500
Traffic Calming Measures	6,614,451	4,449,646	11,064,097	4,256,889
Urban Forestry Fund	20,000	-	20,000	20,000
Parks and Recreation	23,967,354	2,720,000	26,687,354	23,679,018
American Rescue Plan	40,242,340	35,000,000	75,242,340	75,242,340
Fire Miscellaneous Grants	562,756	-	562,756	562,756
Parking Meter Revenue Fund	5,124,000	94,526	5,218,526	5,144,823
Paths and Trails Reserve	134,688	335,527	470,215	470,215
Human Services Grants Fund	12,351,578	840,000	13,191,578	13,191,578
Continuum of Care	4,340,698	-	4,340,698	4,340,698
Forfeitures & Contributions (SPD)	396,400	1,213,949	1,610,349	605,750
Hotel/Motel Tax	3,186,356	187,999	3,374,355	3,186,356
Housing Sales Tax	5,800,000	1,000,000	6,800,000	6,800,000
REET 2nd Quarter Percent	6,000,000	8,156,163	14,156,163	1,506,181
REET 1st Quarter Percent	6,000,000	-	6,000,000	5,162,705
Public Safety & Judicial Grants	1,234,144	32,283	1,266,427	1,045,350
Public Safety Personnel Fund	6,650,000	5,867,970	12,517,970	6,283,827
Combined Communications Center (SFD Dispatch)	2,851,303	127,730	2,979,033	2,979,033
Communications Building M&O	287,692	120,562	408,254	287,219
Community Development Fund	15,000	25,000	40,000	40,000
CD/HS Operations	-	-	-	-
Community Development Block Grants	6,359,090	-	6,359,090	6,359,090
CDBG Revolving Loan Fund	1,841,936	600,000	2,441,936	2,441,936
Misc. Community Development Grants	19,000	177,964	196,964	196,964
Home Program	3,545,969	-	3,545,969	3,545,969
Home Revolving Loan Fund	336,807	405,000	741,807	741,807
Housing Assistance Program	2,500	171,000	173,500	173,500
Affordable & Supportive Housing Fund	402,274	660,000	1,062,274	1,062,274
Emergency Rental Assistance Grant	5,566,690	70,000	5,636,690	5,636,690

Housing Trust Grant Fund	1,600	203,000	204,600	204,600
Rental Rehabilitation Fund	32,050	325,000	357,050	357,050
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	6,150,000	7,836,339	13,986,339	8,088,794
Financial Partnership Fund	190,000	-	190,000	189,780
Channel Five Equipment Reserve	230,430	61,917	292,347	230,550
Park Cumulative Reserve	888,800	1,195,668	2,084,468	1,733,533
Fire/EMS	57,418,330	-	57,418,330	57,416,548
Defined Contribution Administration	75,000	-	75,000	68,717
VOYA Defined Contribution Administration	37,000	-	37,000	35,058
Transportation Benefit Fund	3,522,927	2,147,574	5,670,501	5,670,501
Debt Service Funds				
GO Bond Redemption	16,120,957	7,309,423	23,430,380	16,120,957
Special Assessment Debt	530,000	274,965	804,965	175,211
Special Assessment Guaranty	2,500	584,502	587,002	8,000
Iron Bridge TIF Debt Service	80,000	137,429	217,429	101,362
University District LRF Debt Service	275,000	533,609	808,609	86,359
Capital Projects Funds				
General Capital Improvements	-	37,998	37,998	30,000
Arterial Street	28,777,636	2,366,074	31,143,710	30,015,022
Capital Improvements 2015 Park	-	1,120,000	1,120,000	250,000
Capital Improvements 2018 Library	-	16,937,404	16,937,404	16,937,404
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	320,000	-	320,000	320,000
West Quadrant TIF	365,000	1,065,780	1,430,780	1,430,780
University District LRF	125,000	190,025	315,025	315,025
Enterprise Funds				
Water	51,661,479	36,841,371	88,502,850	52,914,641
Water/Wastewater Debt Service	13,549,778	-	13,549,778	13,549,778
Integrated Capital Management	72,485,366	22,259,296	94,744,662	94,358,958
Sewer	65,907,127	26,830,317	92,737,444	66,822,117
Solid Waste Fund	83,069,926	31,930,311	115,000,237	88,507,520
Golf	4,025,270	612,793	4,638,063	4,433,794
Development Services Center	8,906,450	5,867,535	14,773,985	8,615,400
Internal Service Funds				
Fleet Services	14,704,942	429,462	15,134,404	14,677,468
Fleet Services Equipment Replacement	2,077,238	3,209,867	5,287,105	2,798,000
Public Works and Utilities	5,271,997	326,407	5,598,404	5,100,865
Information Technology (IT)	12,766,575	3,314,036	16,080,611	13,201,402
IT Capital Replacement	1,143,591	2,594,383	3,737,974	3,158,283

Reprographics	712,695	163,118	875,813	621,466
Purchasing & Stores	930,730	253,498	1,184,228	924,570
Accounting Services	4,721,209	590,790	5,311,999	4,657,506
My Spokane	1,570,315	116,085	1,686,400	1,684,830
Office of Performance Management	1,406,211	-	1,406,211	1,320,235
Risk Management	3,862,000	8,827,801	12,689,801	7,154,662
Workers' Compensation	5,477,500	8,485,970	13,963,470	6,737,589
Unemployment Compensation	304,000	775,399	1,079,399	590,544
Employee Benefits	45,770,354	16,319,706	62,090,060	47,403,962
Facilities Management - Operations	4,522,794	2,076,451	6,599,245	5,158,175
Facilities Management - Capital	9,256,818	5,294,668	14,551,486	7,461,562
Capital Facilities	2,057,000	-	2,057,000	2,057,000
Trust and Agency Funds				
Finch Memorial Arboretum	8,000	8,000	16,000	16,000
Employees' Retirement (SERS)	33,576,000	4,836,868	38,412,868	38,412,868
Firefighters' Pension Fund	4,279,542	1,068,264	5,347,806	5,347,806
Police Pension Fund	4,345,500	-	4,345,500	4,345,500
Building Code Records Management	60,000	-	60,000	60,000
Municipal Court (Agency Fund)	1,500,100	-	1,500,100	1,500,100
TOTAL FUNDS	\$988,720,050	\$303,130,036	\$1,291,850,086	\$1,088,418,790

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2022 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council _____.

Council President

Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Executive Summary:

- The proposed ordinance incorporates into the Spokane Municipal Code Washington's newly revised drug possession offenses and their penalties, which are now misdemeanors.
- Adoption of this ordinance ensures that these crimes may be prosecuted in the Spokane Municipal Court.
- Persons contacted will be referred to drug treatment on their first two contacts, and the Community Justice Services Department will implement a process to connect these individuals to treatment.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Memo

From: Breean Beggs, City Council President
To: City Council Members
Cc: Mayor Nadine Woodward; Johnnie Perkins, City Administrator; Tonya Wallace, CFO; Paul Ingiosi, Budget Director; Terri Pfister, City Clerk
Date: December 8, 2021
Re: 2022 Proposed Budget Amendments

GENERAL FUND:

Non-Departmental (0020)

- 1) Increase the reserve for total cost of compensation to have more adequate reserves for ongoing labor negotiations.
 - a. Reserve of Total Cost of Compensation Line item – 0020-88100-18900-59954 from \$727,398 to \$1,600,000
- 2) Decrease Local Option Sales Tax line item (31310) by \$225,000
 - a. From (\$55,250,000) to (\$55,025,000) – While there is an overall increase expected in Local Option Sales Tax, as noted below, the Combined Communications Center Fund needs additional Sales Tax dollars to fully fund their budget. This resulted in a net decrease in this line item within the General Fund
- 3) Increase Liquor Excise Tax and Liquor Board Profit revenue line items based on revised OFM population estimates.
 - a. Liquor Excise Tax Line item – 0020-88100-99999-33694 from (\$1,438,185) to (\$1,460,000)
 - b. Liquor Board Profits Line item – 0020-88100-99999-33695 from (\$1,383,087) to (\$1,411,000)
- 4) Decrease legal expense budget by \$100,000 based on current year and prior year history
 - a. Legal Expense Line item – 0020-88100-18900-54105 from \$350,000 to \$250,000

Police Ombudsman (0030)

- 1) Increase training budget for Ombudsman and OPOC
 - a. Line item – 0030-11500-57200-54999 from \$0 to \$24,000

City Council (0320)

- 1) Increase Professional Services line item by \$44,000 related to increase in lobbying contract
 - a. Line item – 0320-36100-11600-54101 from \$120,000 to \$164,000

Neighborhood Housing and Human Services Division (0450)

- 1) Remove/transfer **vacant** position for Civil Rights Officer
 - a. Various salary and benefit line items associated with position number 039019 (Line item – 0450-30210-57200-00390-039019 and associated benefits) from \$90,348 to \$0

Office of Civil Rights (0480)

- 1) Create budget authority for three positions in the long-awaited Office of Civil Rights by creating a director position and two support staff. The increase in budget authority is due to two positions (and all associated costs) being transferred to the new department and one position being added.
 - a. Add Sr. HR Analyst position 042903 as a placeholder and the estimated salary and benefits of \$107,337
 - b. Add Program Professional position 039019 and the estimated salary and benefits of \$90,348
 - c. Add Director position 856901 and the estimated salary and benefits of \$145,000
 - d. Add a (\$25,000) Reserve for Payroll Savings contra line item since all three positions won't be filled right at the beginning of the year (0480-xxxxx-xxxxx-59953)
 - e. Add \$25,000 to Other Miscellaneous charges for various operations expenses (0480-xxxxx-xxxxx-54999)

Mayor (0520)

- 1) Remove **proposed** position for Deputy City Administrator (800901) and all associated costs
 - a. Various salary and benefit line items decrease of \$196,953
- 2) Remove **proposed** position for Legislative Policy Advisor (829901) and all associated costs
 - a. Various salary and benefit line items decrease of \$78,492

Finance (0410)

- 1) Remove **proposed** Revenue Management positions (122901, 122902, 116901)
 - a. Various salary and benefit line items decrease of \$105,856 (116901)
 - b. Various salary and benefit line items decrease of \$76,364 (122902)
 - c. Various salary and benefit line items decrease of \$76,364 (122901)
- 2) Remove associated revenue projection from positions above
 - a. Reduce line item 0410-30400-99999-36999-000000 from (\$289,000) to \$0
- 3) Decrease Investment Advisory contract need to utilize program employees
 - a. Line item – 0410-30400-14230-54202 from \$110,000 to \$65,000

Legal (0500)

- 1) Remove **vacant** Attorney Assistant position (027005) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$72,390
- 2) Remove **vacant** Assistant City Attorney L-IV position (823005) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$177,076
- 3) Reduce contra account associated with Removed positions
 - a. Line item – 0500-33200-15300-59953 from (\$249,175) to \$0

Human Resources (0620)

- 1) Charge **proposed** CDL Program Position to departments that carry CDL licensures on allocation basis of overall licenses per department
 - a. Increase revenue line item 0620-31100-99999-36690 by \$40,000 from \$0 to (\$40,000)
- 2) Remove **proposed** position Human Resources Analyst and associated salary and benefit costs – Labor Relations (042901) and associated contra account
 - a. Various salary and benefit line items decrease of \$107,337
- 3) Remove/transfer **proposed** position Human Resources Analyst and associated salary and benefit costs – DEI Officer (042903) and associated contra account
 - a. Various salary and benefit line items decrease of \$107,337
- 4) Reduce contra account associated with Removed positions (042901 & 042903)
 - a. Line item – 0620-31100-18100-59953 from (\$208,000) to (\$104,000)

Police Department (0680)

- 1) Remove **proposed** position for Technical Assistance Response Unit Director (834901) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$155,652
- 2) Reduce operating transfer from the Criminal Justice Fund by \$155,652 related to the above position elimination
 - a. Line item – 0680-11230-99999-39732 from \$246,000 to \$90,348

- 3) Increase Local Option Criminal Justice Sales Tax line item (0680-30210-21100-31315) by \$300,000
 - a. From (\$3,000,000) to (\$3,300,000)
- 4) Increase Criminal Justice Sales Tax line item (0680-18100-99999-31371) by \$250,000
 - a. From (\$1,250,000) to (\$1,500,000)

The net impact to the General Fund for the above actions is a \$34,087 decrease

Non General Fund Departments:

Housing Sales Tax (1595)

- a. Per preliminary budget, the following projects were listed as being funded from 1590 funds (Housing Sales Tax – 1595) – Cannon Flex Shelter for \$900,000, Rapid Rehousing \$1,000,000, and expanded emergency shelter program \$2,800,000 (with a potential additional \$1,500,000 in ARPA funds). Proposed budget states that these projects are to be funded by “TBD” revenue sources but were included in the contractual services line item in Fund 1595. Therefore, it is the intent to decrease the contract services in the Housing Sales Tax Fund and utilize other guaranteed funding sources.
 - a. Reduce the line item 1595-53121-99999-54201 from \$6,800,000 to \$0

The net Housing Sales Tax Fund impact for the above actions is an \$6,800,000 increase

Affordable and Supportive Housing (1725)

- a. Per the preliminary budget, the VOA Crosswalk project was budgeted to utilize 1406 fund dollars to fund the project. Therefore, it is the intent to decrease the use of this fund and to utilize Criminal Justice Assistance Fund dollars.
 - a. Reduce the line item 1725-53121-99999-54201 from \$1,062,274 to \$62,274

The net Affordable and Supportive Housing Fund impact for the above actions is \$1,000,000 increase

Code Enforcement (1200)

- 1) Remove budget for vehicles, as administration has moved to a leasing model for vehicles.
 - a. Line item – 1200-58100-94000-56404 from \$100,000 to \$0
- 2) Increase IF Other General Government (from Solid Waste Collections) to cover proposed positions
 - a. Line item – 1200-58201-99999-34919 from (\$269,170) to (\$569,170)

The net Code Enforcement Fund impact for the above actions is a \$400,000 increase

American Rescue Plan Fund (1425)

- 1) Remove expense allocation from current year budget, as ARPA requests will go through special budget ordinance and ARPA approval process.
 - a. Line item – 1425-98868-38141-59909 from \$500,000 to \$0
 - b. Line item – 1425-98868-99999-59951 from \$74,742,340 to \$0

The net American Rescue Plan Fund impact for the above actions is a \$75,242,340 increase

Forfeitures Fund (1560)

- 1) Adjust budget total to same level as fiscal year 2021 budget
 - a. Confidential Funds Line item – 1560-17200-21250-54922 from \$120,000 to \$80,000
 - b. Building Improvements Line item – 1560-11440-94000-56203 from 135,000 to \$91,000

The net Forfeitures Fund impact for the above actions is net decrease of \$84,000

Combined Communications Center (1630)

- 1) Increase sales tax contribution (rather than ARPA)
 - a. Line item – 1630-35210-99999-31310 from (\$1,733,008) to (\$2,808,000)
- 2) Decrease other non-revenues (intended to be ARPA) funding
 - a. Line item – 1630-35210-99999-38900 from (1,073,037) to \$0

The net Combined Communications Center impact for the above actions is an increase of \$1,963

Criminal Justice Fund (1910)

- 1) Reduce Operating Transfer to the General Fund for position removal
 - a. Line item – 1910-18100-97101-80101 from \$369,000 to \$213,348
- 2) Based on current sales tax performance, increase Criminal Justice Sales Tax revenue
 - a. Line item – 1910-18100-99999-31371 from \$3,750,000 to \$4,450,000
- 3) Support VOA Crosswalk commitment proposed by administration using alternative funding
 - a. Other Improvements Line item – 1910-18100-94000-56301 \$0 to \$1,000,000
- 4) Increase Contractual Services to support programs proposed (Cannon Flex Shelter and Enhanced Emergency Sheltering) by administration using alternative funding
 - a. Line item – 1910-181000-23100-54201 from \$0 to \$3,700,000

The net Criminal Justice Fund impact for the above actions is a decrease of \$3,844,348

Integrated Capital Fund (4250)

- 1) Remove vacant (since 6/2/2018) ENGINEERING TECH IV position (204007) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$76,618

The net Integrated Capital Fund impact for the above actions is an increase of \$76,618

Riverside Park Reclamation Fac (4320)

- 1) Remove vacant (since 12/15/20) Laborer II position (502214) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$65,832

The net Riverside Park Reclamation Fac Fund impact for the above actions is an increase of \$65,832

Environmental Programs (4360)

- 1) Remove vacant (since 12/29/2019) Public Information Coordinator position (062010) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$73,535

The net Environmental Programs Fund impact for the above actions is an increase of \$73,535

Solid Waste Collections Fund (4500)

- 1) Remove vacant (since 3/10/2018) Public Works Business Serv Dir position (769001) and associated salary and benefit costs
 - a. Various salary and benefit line items decrease of \$184,185
- 2) Increase IF Code Enforcement Fund expense to fund new proposed positions
 - a. Line item – 4500-43313-37173-54117 from \$1,520,576 to \$1,820,576

The net Solid Waste Fund impact for the above actions is a decrease of \$115,815

Employee Benefit Fund (5830)

- 1) Remove vacant (since 12/17/2019) Senior Benefits Specialist position (055004) and associated salary and benefits
 - a. Various salary and benefit line items decrease of \$86,804

The net Employee Benefit Fund impact for the above actions is an increase of \$86,804

Council Proposed Budget Changes

Amounts & Account numbers listed are meant to reflect the changes described in the Council memo. If there is a conflict between these and the wording of the amendments described in the proposed changes memo, the memo is the controlling document. Changes should be consistent with that document.

#REF!

Dept Name	Line Item Description	Account Number					Change	Current	Proposed	Notes
		Dept	Prog	Func	Type	Position				
Office of Civil Rights	1 Civil Rights department Funded	0480					\$ (150,000)	\$ -	\$ (150,000)	Add director position for the department
Office of Civil Rights	1 Civil Rights Department Funded	0480					\$ (197,685)	\$ -	\$ (197,685)	Transfer salary & benefits to new department
Non-Departmental	1 CBA expiration	0020	88100	18900	59954	000000	\$ (972,602)	\$ (727,398)	\$ (1,700,000)	Add savings for eventual CBA payouts
Non-Departmental	2a Local Retail Sales & Use Tax	0020	88100	99999	31310	000000	\$ (225,000)	\$ 55,250,000	\$ 55,025,000	Incr in sales tax projections = \$850k but this plus another \$225k needed to fully fund CCC
Non-Departmental	2b Liquor Excise Tax	0020	88100	99999	33694	000000	\$ 21,815	\$ 1,438,185	\$ 1,460,000	Increase OFM Population forecast results in additional revenue
Non-Departmental	2c Liquor Board Profits	0020	88100	99999	33695	000000	\$ 27,913	\$ 1,383,087	\$ 1,411,000	Increase OFM Population forecast results in additional revenue
Non-Departmental	3 Legal Expense	0020	88100	18900	54105	000000	\$ 100,000	\$ (350,000)	\$ (250,000)	2020 and 2021 both will be under \$225k; \$350k seems excessive
Ombudsman	1 Training	0300	11500	57200	54999	000000	\$ (24,000)	\$ -	\$ (24,000)	
City Council	1 Increase Professional Services	0320	36100	11600	54101	000000	\$ (44,000)	\$ (120,000)	\$ (164,000)	
Engineering Services	1 Remove vacant position	0370	41510	44200	02030	203007	\$ -	\$ -	\$ -	
Neighborhood Housing and HSD	1 Civil Rights department Funded	0450	30210	57200	00390	039019	\$ 90,348	\$ (90,348)	\$ -	Remove budget allocation for J. Haynes w/in Neighborhood, Housing & Human Services Division
Mayor's Office	1 Remove proposed position	0520	36200	13100	08000	800901	\$ 196,953	\$ (196,953)	\$ -	Once senior leadership positions w/in the city are filled, council to reevaluate
Mayor's Office	2 Remove proposed position	0520	36200	13100	08290	829901	\$ 78,492	\$ (78,492)	\$ -	Once senior leadership positions w/in the city are filled, council to reevaluate
Mayor's Office	3 Remove vacant position	0520	36200	13100	08290	829001	\$ 78,492	\$ (78,492)	\$ -	
Finance	1a Remove proposed positions	0410	30400	14230	01160	116901	\$ 105,856	\$ (105,856)	\$ -	Treasury Manager already employed within the department
Finance	1b Remove proposed positions	0410	30400	14230	01220	122902	\$ 76,364	\$ (76,364)	\$ -	Revenue Manager/internal collections not needed & should be outsourced
Finance	1c Remove proposed positions	0410	30400	14230	01220	122901	\$ 76,364	\$ (76,364)	\$ -	Revenue Manager/internal collections not needed & should be outsourced
Finance	1d Remove projected revenue from positions	0410	30400	99999	36999	000000	\$ (289,000)	\$ 289,000	\$ -	
Finance	2 Remove vacant position	0410	36150	14230	08320	832018	\$ -	\$ -	\$ -	
Finance	3 Reduce Investment Advisory Services	0410	36150	14230	08320	832018	\$ 45,000	\$ (110,000)	\$ (65,000)	
Legal	1 Remove vacant position	0500	33200	15300	00270	027005	\$ 72,390	\$ (72,390)	\$ -	Remove vacant positions that have been unfilled for 1+ years
Legal	2 Remove vacant position	0500	33200	15300	08230	823005	\$ 177,076	\$ (177,076)	\$ -	Remove vacant positions that have been unfilled for 1+ years
Legal	3 Reduce Contra account re vacancies	0500	33200	15300	59953	000000	\$ (249,175)	\$ 249,175	\$ -	
Human Resources	1 CDL Allocation	0620	31100	99999	36690	000000	\$ 40,000	\$ -	\$ 40,000	Allocate 100% of this position to all departments with CDL licenses
Human Resources	2 Remove proposed position	0620	31100	18100	00420	042901	\$ 107,337	\$ (107,337)	\$ -	Proposed position not deemed necessary
Human Resources	3 Remove proposed position	0620	31100	18100	00420	042902	\$ -	\$ (107,337)	\$ (107,337)	Proposed position not deemed necessary
Human Resources	4 Civil Rights department Funded	0620	31100	18100	00420	042903	\$ 107,337	\$ (107,337)	\$ -	Remove budget allocation for DEI w/in HR
Human Resources	5 Reduce Contra account re vacancies	0620	31100	18100	59953	000000	\$ (104,000)	\$ 208,000	\$ 104,000	
SPD - Business Svcs Manager (TARU Director)	Remove Proposed Position	0680				834901	\$ 155,652	\$ (155,652)	\$ -	
SPD - Program Professional (Victim Advocate)	Remove Proposed Position	0680				069902	\$ -	\$ (90,348)	\$ (90,348)	
SPD	1 Local Option Criminal Justice	0680	30210	21100	31315	000000	\$ 300,000	\$ 3,000,000	\$ 3,300,000	Increase in sales tax projections through 12/1/21
SPD	2 Criminal Justice	0680	18100	99999	31371	000000	\$ 250,000	\$ 1,250,000	\$ 1,500,000	Increase in sales tax projections through 12/1/21
SPD	3 Remove Op Transfer from Crim Justice	0680	11230	99999	39732	000000	\$ 155,652	\$ (246,000)	\$ (90,348)	
General Fund Net Change							\$ 7,579			
Street Fund	1 Remove vacant position	1100	21100	43200	02520	252005	\$ -	\$ (95,855)	\$ (95,855)	Position vacant since 4/3/2019
Street Fund Net Change							\$ -			
Code Enforcement Fund	1 Remove budget for Vehicles	1200	58100	94000	56404	000000	\$ 100,000	\$ (100,000)	\$ -	If we have moved to a leasing model so shouldn't need \$100k for vehicles
Code Enforcement Fund	3 Increase IF Other General Gov't	1200	58201	99999	34919	000000	\$ 300,000	\$ 269,170	\$ 569,170	
Code Enforcement Net Change							\$ 400,000			

[illegible]

Solid Waste Collection	1	Remove vacant position	4500	45100	37148	05490	549042	\$	—	\$	(62,837)	\$	(62,837)	Position vacant since 12/17/2019
Solid Waste Collection	2	Remove vacant position	4500	45100	37148	05490	549043	\$	—	\$	(62,837)	\$	(62,837)	Position vacant since 12/17/2019
Solid Waste Collection	3	Remove vacant position	4500	45100	37148	05490	549045	\$	—	\$	(62,837)	\$	(62,837)	Position vacant since 12/17/2019
Solid Waste Collection	4	Remove vacant position	4500	30210	37141	07690	769001	\$	184,185	\$	(184,185)	\$	-	Position vacant since 3/10/2018
														Cover cost of increased litter control; Mayor's prelim budget wanted this to come from
														ARPA for 2022 as bridge to SW taking on expense in 2023; Proposed budget avoided
														ARPA funding by just allowing this expense in Code to draw down all of their Fund
Solid Waste Collection	5	Increase IF Code Enf. Expense	4500	43313	37173	54117	000000	\$	(300,000)	\$	(1,520,576)	\$	(1,820,576)	Balance
Office of Performance Management	1	Remove vacant position	5750	73250	18810	01310	131003	\$	—	\$	(107,337)	\$	(107,337)	Position vacant since 3/2/2020
Office of Performance Management	2	Remove vacant position	5750	73250	18880	01610	161001	\$	—	\$	(91,986)	\$	(91,986)	Position vacant since 10/21/2018

Council Proposed Budget Changes

Amounts & Account numbers listed are meant to reflect the changes described in the Council memo. If there is a conflict between these and the wording of the amendments described in the proposed changes memo, the memo is the controlling document. Changes should be consistent with that document.

#REF!

Dept Name	Line Item Description	Account Number					Change	Current	Proposed	Notes
		Dept	Prog	Func	Type	Position				
Office of Civil Rights	1 Civil Rights department Funded	0480			08560	856901	\$	145,000	\$	145,000 Add director position for the department
Office of Civil Rights		0480			04290	042903	\$	107,337	\$	107,337 SR HR Analyst placeholder from HR
Office of Civil Rights		0480			00390	039019	\$	90,348	\$	90,348 Program Professional from NHHS
Office of Civil Rights		0480			59953	000000	\$	(25,000)	\$	(25,000) Only one position will be filled right away
Office of Civil Rights	1 Civil Rights Department Funded	0480			54999	000000	\$	25,000	\$	25,000 Transfer salary & benefits to new department
Non-Departmental	1 CBA expiration	0020	88100	18900	59954	000000	\$	872,602	\$	727,398 \$ 1,600,000 Add savings for eventual CBA payouts
Non-Departmental	2a Local Retail Sales & Use Tac	0020	88100	99999	31310	000000	\$	225,000	\$	(55,250,000) \$ (55,025,000) Incr in sales tax projections = \$850k but this plus another \$225k needed to fully fund CCC
Non-Departmental	2b Liquor Excise Tax	0020	88100	99999	33694	000000	\$	(21,815)	\$	(1,438,185) \$ (1,460,000) Increase OFM Population forecast results in additional revenue
Non-Departmental	2c Liquor Board Profits	0020	88100	99999	33695	000000	\$	(27,913)	\$	(1,383,087) \$ (1,411,000) Increase OFM Population forecast results in additional revenue
Non-Departmental	3 Legal Expense	0020	88100	18900	54105	000000	\$	(100,000)	\$	350,000 \$ 250,000 2020 and 2021 both will be under \$225k; \$350k seems excessive
Ombudsman	1 Increase Training	0030	11500	57200	54999	000000	\$	24,000	\$	- \$ 24,000 Increase Training budget for Ombudsman and OPOC
City Council	1 Increase Professional Services	0320	36100	11600	54101	000000	\$	44,000	\$	120,000 \$ 164,000
Neighborhood Housing and HSD	1 Civil Rights department Funded	0450	30210	57200	00390	039019	\$	(90,348)	\$	90,348 \$ - Remove budget allocation for J. Haynes w/in Neighborhood, Housing & Human Services Division
Mayor's Office	1 Remove proposed position	0520	36200	13100	08000	800901	\$	(196,953)	\$	196,953 \$ - Once senior leadership positions w/in the city are filled, council to reevaluate
Mayor's Office	2 Remove proposed position	0520	36200	13100	08290	829901	\$	(78,492)	\$	78,492 \$ - Once senior leadership positions w/in the city are filled, council to reevaluate
Finance	1a Remove proposed positions	0410	30400	14230	01160	116901	\$	(105,856)	\$	105,856 \$ - Treasury Manager already employed within the department
Finance	1b Remove proposed positions	0410	30400	14230	01220	122902	\$	(76,364)	\$	76,364 \$ - Revenue Manager/internal collections not needed & should be outsourced
Finance	1c Remove proposed positions	0410	30400	14230	01220	122901	\$	(76,364)	\$	76,364 \$ - Revenue Manager/internal collections not needed & should be outsourced
Finance	1d Remove projected revenue from positions	0410	30400	99999	36999	000000	\$	289,000	\$	(289,000) \$ -
Finance	3 Reduce Investment Advisory Services	0410	36150	14230	08320	832018	\$	(45,000)	\$	110,000 \$ 65,000
Legal	1 Remove vacant position	0500	33200	15300	00270	027005	\$	(72,390)	\$	72,390 \$ - Remove vacant positions that have been unfilled for 1+ years
Legal	2 Remove vacant position	0500	33200	15300	08230	823005	\$	(177,076)	\$	177,076 \$ - Remove vacant positions that have been unfilled for 1+ years
Legal	3 Reduce Contra account re vacancies	0500	33200	15300	59953	000000	\$	249,175	\$	(249,175) \$ -
Human Resources	1 CDL Allocation	0620	31100	99999	36690	000000	\$	(40,000)	\$	- \$ (40,000) Allocate 100% of this position to all departments with CDL licenses
Human Resources	2 Remove proposed position	0620	31100	18100	00420	042901	\$	(107,337)	\$	107,337 \$ - Proposed position not deemed necessary
Human Resources	4 Civil Rights department Funded	0620	31100	18100	00420	042903	\$	(107,337)	\$	107,337 \$ - Remove budget allocation for DEI w/in HR
Human Resources	5 Reduce Contra account re vacancies	0620	31100	18100	59953	000000	\$	104,000	\$	(208,000) \$ (104,000)
SPD - Business Svcs Manager (TARU Director)	Remove Proposed Position	0680				834901	\$	(155,652)	\$	155,652 \$ -
SPD	1 Local Option Criminal Justice	0680	30210	21100	31315	000000	\$	(300,000)	\$	(3,000,000) \$ (3,300,000) Increase in sales tax projections through 12/1/21
SPD	2 Criminal Justice	0680	18100	99999	31371	000000	\$	(250,000)	\$	(1,250,000) \$ (1,500,000) Increase in sales tax projections through 12/1/21
SPD	3 Remove Op Transfer from Crim Justice	0680	11230	99999	39732	000000	\$	(155,652)	\$	246,000 \$ 90,348
General Fund Net Change							\$	(34,087)		
Street Fund	1 Remove vacant position	1100	21100	43200	02520	252005	\$	(95,855)	\$	(95,855) Position vacant since 4/3/2019
Street Fund Net Change							\$	-		
Code Enforcement Fund	1 Remove budget for Vehicles	1200	58100	94000	56404	000000	\$	(100,000)	\$	100,000 \$ - If we have moved to a leasing model so shouldn't need \$100k for vehicles
Code Enforcement Fund	3 Increase IF Other General Gov't	1200	58201	99999	34919	000000	\$	(300,000)	\$	(269,170) \$ (569,170)
Code Enforcement Net Change							\$	(400,000)		

Library	1	Remove vacant position	1300	30210	72100	07240	724001	\$		\$	60,422	\$	60,422	Position vacant since 9/5/2020
Library	2	Remove vacant position	1300	30210	72100	08620	862003	\$		\$	11,862	\$	11,862	Position vacant since 8/12/2015
Library	3	Remove vacant position	1300	56102	72210	08740	874007	\$		\$	21,107	\$	21,107	Position vacant since 6/27/2015
Library Fund Net Impact									\$	-				
Parks and Recreation	1	Remove vacant position	1400	54330	76901	00690	069003	\$		\$	73,535	\$	73,535	Position vacant since 5/5/2019
Parks and Recreation	2	Remove vacant position	1400	54341	76901	00830	083001	\$		\$	28,829	\$	28,829	Position vacant since 8/22/20
Parks and Recreation		(split position)	1400	54342	76901	00830	083001	\$		\$	43,242	\$	43,242	
Parks and Recreation	3	Remove vacant position	1400	54312	76610	06070	607003	\$		\$	71,177	\$	71,177	Position vacant since 1/1/2017
Parks and Recreation	4	Remove vacant position	1400	54311	76280	06670	687006	\$		\$	68,035	\$	68,035	Position vacant since 7/3/2019
Parks and Recreation	5	Remove vacant position	1400	54311	76810	06920	692013	\$		\$	64,002	\$	64,002	Position vacant since 1/1/2019
Parks Fund Net Change									\$	-				
American Rescue Plan Fund	1	Remove Indirect Cost allocation	1425	98868	38141	59909	000000	\$	(500,000)	\$	500,000	\$	-	Allocation of ARPA funds to be done on an SBO basis
American Rescue Plan Fund	2	Remove reserve for budget adjustment	1425	98868	99999	59951	000000	\$	(74,742,340)	\$	74,742,340	\$	-	Allocation of ARPA funds to be done on an SBO basis
American Rescue Plan Fund Net Change									\$	(75,242,340)				
Forfeitures Fund	1	Confidential Funds	1560	17200	21250	54922	000000	\$	(40,000)	\$	120,000	\$	80,000	Council direction is to keep forfeitures expense budget same as 2021 Adopted
Forfeitures Fund	2	Building Improvements	1560	11440	94000	56203	000000	\$	(44,000)	\$	135,000	\$	91,000	Council direction is to keep forfeitures expense budget same as 2021 Adopted
Forfeitures Net Change									\$	(84,000)				
Combined Communications Center	1	Increase Sales Tax Revenue	1630	35210	99999	31310	000000	\$	(1,075,000)	\$	(1,733,008)	\$	(2,808,008)	To not use ARPA funding for ongoing expenses
Combined Communications Center	2	Decrease non-revenues	1630	35210	99999	38900	000000	\$	1,073,037	\$	(1,073,037)	\$	-	
Combined Communications Center Net Change									\$	(1,963)				
CD/HS	1	Remove vacant position	1680	30210	51030	00390	039017	\$		\$	90,348	\$	90,348	Position vacant since 12/25/20
CD/HS	2	Remove vacant position	1680	30210	51030	00670	067002	\$		\$	40,252	\$	40,252	Position vacant since 11/3/2019
			1680	30210	65430	00670	067002	\$		\$	40,252	\$	40,252	Position vacant since 11/3/2019
CD/HS	3	Remove vacant position	1680	30210	51030	01150	115004	\$		\$	80,505	\$	80,505	Position vacant since 11/4/2019
CD/HS Net Change									\$	-				
Criminal Justice Assistance Fund	1	Reduce Op Transfer to GF	1910	18100	97101	80101	000000	\$	(155,652)	\$	369,000	\$	213,348	
Criminal Justice Assistance Fund	2	Increase sales tax revenue	1910	18100	99999	31371	000000	\$	(700,000)	\$	(3,750,000)	\$	(4,450,000)	
Criminal Justice Assistance Fund	3	Support VOA Crosswalk	1910	18100	94000	56301	000000	\$	1,000,000	\$	-	\$	1,000,000	
CD/HS Net Change									\$	(855,652)				
Fire/EMS	1	Remove proposed position	1970	3511	22300	09420	942903	\$		\$	136,170	\$	136,170	Implement fire prevention team to test revenue theory
Fire/EMS	2	Remove proposed position	1970	3511	22300	09420	942904	\$		\$	136,170	\$	136,170	Implement fire prevention team to test revenue theory
Fire/EMS	3	Remove proposed position	1970	3511	22300	09420	942905	\$		\$	136,170	\$	136,170	Implement fire prevention team to test revenue theory
Fire Net Change									\$	-				
Water Division	1	Remove vacant position	4100	30210	34141	00500	050006	\$	(97,873)	\$	97,873	\$	-	Position vacant since 10/4/20
Water Net Change									\$	(97,873)				
Integrated Capital	1	Remove vacant position	4250	30210	38141	00390	039012	\$		\$	90,348	\$	90,348	Position vacant since 3/20/20
Integrated Capital	2	Remove vacant position	4250	30210	38141	02040	204007	\$	(70,618)	\$	70,618	\$	-	Position vacant since 6/2/2018
Integrated Capital Net Change									\$	(70,618)				
Riverside Park Reclamation Fac	1	Remove vacant position	4320	43210	35148	05020	502213	\$		\$	65,835	\$	65,835	Position vacant since 12/15/20
Riverside Park Reclamation Fac	2	Remove vacant position	4320	43210	35148	05020	502214	\$	(65,832)	\$	65,832	\$	-	Position vacant since 12/15/20
Riverside Park Reclamation Fac Net Change									\$	(65,832)				
Environmental Programs	1	Remove vacant position	4360	43510	54941	00620	062010	\$	(73,535)	\$	73,535	\$	-	Position vacant since 12/29/2019
Environmental Programs	2	Remove vacant position	4360	53510	54941	06570	657001	\$		\$	88,588	\$	88,588	Position vacant since 8/25/2019
Environmental Programs Net Change									\$	(73,535)				
Solid Waste Disposal	1	Remove vacant position	4490	44100	37148	05710	571003	\$		\$	77,435	\$	77,435	Position vacant since 12/3/2017
Solid Waste Disposal Net Change									\$	-				

\$	(1,440,924)
	2.00
\$	(720,462)



Agenda Sheet for City Council Meeting of:
12/13/2021

Date Rec'd	12/8/2021
Clerk's File #	CPR 2021-0025
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CANDACE MUMM 625-5256
Contact E-Mail	CMUMM@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	0320 - LETTER FROM COUNCIL TO MAYOR RE: WASTEWATER UTILITY TAX COLLECTION

Agenda Wording

A letter from the City Council to the Mayor insisting that the Mayor begin collection of wastewater utility tax due for County's operation of wastewater treatment facility within the City of Spokane's boundaries.

Summary (Background)

The City of Spokane imposes a 17% tax on the operation of wastewater treatment facilities within the City's boundaries. Spokane County operates a wastewater treatment facility which is located within the City's boundaries. This letter insists that the Mayor begin collection or at a minimum negotiations with the County concerning the collection of this tax, which amounts to approximately \$5 million per year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head MCCLATCHEY, BRIAN

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

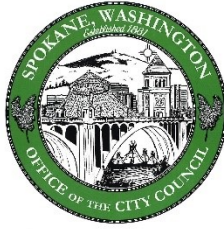
Council Notifications

Study Session\Other

Council Sponsor

CM Mumm

Distribution List



Mayor Nadine Woodward
Spokane City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

December 13, 2021

Mayor Woodward:

The City Council of Spokane voted in 1998 to impose a tax of 17% of gross revenue on the operation of public wastewater treatment facilities located inside the city limits of the City of Spokane. This includes our own city-owned wastewater treatment facility.

The collection of this tax is a mandatory legal obligation: “There is levied upon and **shall be collected** from all persons engaging in the following utility business activities a utility gross receipts tax” including upon the proprietary activity of operating a public wastewater treatment facility.¹

This utility tax has been in place in Spokane since at least 1998, and is a standard municipal tax authorized by state law and imposed by many other municipalities in Washington. In 2011, Spokane County began its current operation of a public wastewater treatment facility within the city limits of the City of Spokane, at 1004 North Freya Street.

Following multiple discussions internally and externally, it has become clear you do not intend to timely notify the County of its obligation to pay. We are concerned your ongoing refusal to see that the laws of the City of Spokane are faithfully enforced could cause an audit finding. It also reduces much-needed city revenues by millions of dollars each year which essentially reduces services such as Public Safety and Affordable Housing support which our citizens would likely receive.

Our Spokane City Charter bestows the Mayor of the City of Spokane with the legal “duty to see that all laws and ordinances are faithfully enforced”² and the Mayoral oath includes in part agreement to, “perform faithfully, honestly, and impartially the duties of office.”³

¹ SMC 08.10.030(A)(4) (emphasis added).

² City Charter Section 24(J).

³ City Charter Section 34.

At this point, we do not have any other choice but to document here our insistence that you fulfill the legal and mandatory duties of your office by collecting the wastewater treatment facility utility tax which Spokane County owes to the City of Spokane. To the extent that you need help or support in the negotiations with the County over this tax obligation the County owes, we and our staff stand ready to assist.

Sincerely,

Council President Breean Beggs

Council Member Kate Burke

Council Member Michael Cathcart

Council Member Lori Kinnear

Council Member Betsy Wilkerson

Council Member Candace Mumm

Council Member Karen Stratton